

SUBJECT: Spencer Creek Phase 2
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Spencer Creek Phase 2, located in Section 16, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater and offsite utility and roadway improvements) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$3,232,223.09, a Warranty Bond in the amount of \$352,849.06, 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 \$30,500.00, and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On June 19, 2019, Permission to Construct Prior to Platting was issued for Spencer Creek Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, LLC and the engineer is Ardurra.



PROJECT SITE

LOCATION MAP

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

This Agreement is made and entered into this ____ day of _____ 2020, by and between **Lennar Homes LLC** hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Spencer Creek Phase 2; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as Spencer Creek Phase 2 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the Spencer Creek Phase 2 Subdivision; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"):

<input checked="" type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input checked="" type="checkbox"/> Stormwater Drainage Systems
<input checked="" type="checkbox"/> Sanitary Gravity Sewer System	<input checked="" type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	<input type="checkbox"/> Other: _____

_____ and

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

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 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 Spencer Creek Phase 2 Subdivision, within Twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the Improvements constructed in connection with Spencer Creek Phase 2 Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond 9328397 dated 11/24/2020 with Lennar Homes LLC as Principal, and Fidelity Deposit Co. of Maryland as Surety, and
A Warranty Bond 9328397-M Maryland dated 11/24/2020 with Lennar Homes LLC as Principal, and Fidelity Deposit Co. of Maryland as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in

paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _____ day of _____, 20 ____.

ATTEST:

[Signature]
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

ARI JAMES
Printed Name of Witness

Kristine Canario
Witness' Signature

Kristine Canario
Printed Name of Witness

NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: *[Signature]*
Authorized Corporate Officer or Individual

PARKER HIRONS
Name (typed, printed or stamped)

AUTHORIZED AGENT
Title

4600 W. CYPRESS ST., STE 300, TAMPA, FL 33607
Address of Signer

813-574-5722

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of November, 2020, by Parker Hiron's and

respectively President and _____ of LENNAR HOMES-LLC

Inc., a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Kristen Joseph (Seal)

Print: Kristen Joseph

Title or Rank: _____

Serial Number, if any: GG077910

My Commission Expires: April 21, 2021



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

Bond No. 9328377

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **Lennar Homes, LLC** called the Principal, and **Fidelity and Deposit Company of Maryland** called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **three million two hundred thirty two thousand two hundred twenty three and 09/100 (\$3,232,223.09)** Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, roads, drainage, and other necessary facilities, in accordance with 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 offsite utility and roadway improvement area; and

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **Spencer Creek Phase 2** subdivision all roads, drainage, water, wastewater, and other necessary facilities, to be built and constructed in the platted area and offsite utility and roadway improvement area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty for (12) months from the date that the Board of County Commissioners 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 February 12, 2022.

SIGNED, SEALED AND DATED this 24th day of November, 2020.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

[Signature]
Tuck Bauers

BY: [Signature]
PRINCIPAL (SEAL)

ATTEST:

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

[Signature]
Chloe Larkin, Witness

[Signature]
ATTORNEY-IN-FACT Mechelle Larkin



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument is hereby acknowledged before me this 4th day of December, 2020, by Marvin L Metherell Jr as Vice President of Lennar Homes, LLC. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 21, 2021
My Commission Number: GG077910

[Signature]

APPROVED BY COUNTY ATTORNEY
BY: [Signature]
Approved as to Form and Legal Sufficiency



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 11/24/2020 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Kathy R Mair
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mechelle LARKIN, Kathy R. MAIR, and My HUA, all of Irvine, California, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 1st day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

Bond No. 9328377-M

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC, called the Principal and Fidelity and Deposit Company of Maryland called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **three hundred fifty two thousand eight hundred forty nine dollars and 06/100 (\$352,849.06)** Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as Spencer Creek Phase 2 and offsite utility and roadway Improvement area; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads, drainage, sanitary sewers, water and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads, drainage, water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as **Spencer Creek Phase 2** and the offsite utility and roadway improvement area, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and:
- B. If the Principal shall correct within the above subscribed 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 February 12, 2024

SIGNED, SEALED AND DATED this 24th day of November, 2020.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

[Signature]
Tracie Bauers

BY: [Signature]
PRINCIPAL (SEAL)

ATTEST:

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

[Signature]
Chloe Larkin, Witness

[Signature]
ATTORNEY-IN-FACT Mechelle Larkin



STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument is hereby acknowledged before me this 24th day of December, 2020, by Marvin L. Metheny Jr as Vice President of Lennar Homes, LLC. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 21, 2021
My Commission Number: GG077910

Kristen Joseph

APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)

On 11/24/2020 before me, Kathy R. Mair, Notary Public,
DATE (Name of Notary Public and Title "Notary Public")

personally appeared Mechelle Larkin -----,
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kathy R. Mair
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mechelle LARKIN, Kathy R. MAIR, and My HUA, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 1st day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



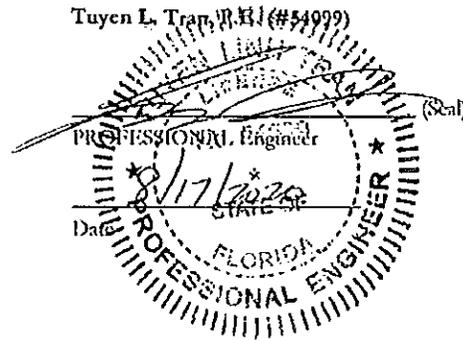
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

PROJECT: Spencer Creek Phase 2
CLIENT: Lennar Homes, LLC
BOND CALCULATIONS

STATE OF FLORIDA }
 }
COUNTY OF HILLSBOROUGH }

I, Tuyen L. Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that the costs listed below are accurate and were prepared for the purpose of securing a Performance Bond, Warranty Bond and a Lot Corner Monumentation Performance Bond for Spencer Creek Phase 2.

Approved By:



ARDURRA GROUP, INC.
CLIENT: LENNAR HOMES, LLC
PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
LOT CORNER MONUMENTATION
DATE: August 14, 2020

LOT CORNER MONUMENTATION

			Unit Price		Total
	244 lots	X	\$100.00 equals		\$24,400.00
LOT CORNER PERFORMANCE BOND AMOUNT (125% OF TOTAL)	125%	X	\$24,400.00 equals		\$30,500.00

ARDURRA GROUP, INC.
CLIENT: LENNAR HOMES, LLC
PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
PERFORMANCE BOND
DATE: AUGUST 5, 2020

SUMMARY OF SCHEDULES

PAVING	\$1,151,621.85
STORM SEWER	\$462,234.48
SANITARY SEWER	\$264,773.28
WATER DISTRIBUTION	\$215,704.38
OFFSITE IMPROVEMENTS	\$491,444.50
TOTAL ESTIMATED AMOUNT	\$2,585,778.48
PERFORMANCE BOND (125% OF TOTAL)	\$3,232,223.09

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 PERFORMANCE BOND
 DATE: AUGUST 5, 2020

PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1a	1 1/2" TYPE SP 12.5 ASPHALT	21,118.00	SY	\$9.00	\$190,062.00
1b	6" CRUSHED CONCRETE BASE	21,118.00	SY	\$12.50	\$263,975.00
1c	8" STABILIZATION SUB-BASE (LBR 40)	26,558.00	SY	\$5.80	\$154,036.40
2	TEMPORARY T TURNAROUND	2,488.00	SF	\$3.95	\$9,827.60
3	MIAMI CURB	17,458.00	LF	\$10.30	\$179,817.40
4	DROP CURB	248.00	LF	\$9.95	\$2,467.60
5	TYPE D CURB	224.00	LF	\$9.20	\$2,060.80
6	5' WIDE CONC. SIDEWALK (NON-LOT FRONTAGE)	1,648.00	LF	\$22.70	\$37,409.60
7	CURB CUT - ONLY	26.00	EA	\$354.00	\$9,204.00
8	DETECTABLE WARNING SURFACE	70.00	SF	\$52.20	\$3,654.00
9	R/W GRADING	1.00	LS	\$57,620.00	\$57,620.00
10	2'-8" SOD - B.O.C. ALONG BLVD ONLY	5,776.00	SY	\$2.50	\$14,440.00
11	HYDROSEED - R/W	19,328.00	SY	\$0.30	\$5,798.40
12	STRIPING & SIGNAGE	1.00	LS	\$10,614.30	\$10,614.30
13	CONNECT TO EXISTING PAVEMENT	2.00	EA	\$782.65	\$1,565.30
14	CONSTRUCT DRIVEWAY TO OUT PARCEL	238.00	SY	\$14.80	\$3,522.40
15	CONCRETE DRIVEWAY	737.00	SF	\$6.85	\$5,048.45
16	8" NON-PERF. UNDERDRAIN	244.00	LF	\$17.65	\$4,306.60
17	2" PVC SCH. 40 SLEEVE	1,040.00	LF	\$5.00	\$5,200.00
18	4" PVC SCH. 40 SLEEVE	1,040.00	LF	\$8.00	\$8,320.00
19	6" PVC SCH. 40 SLEEVE	1,040.00	LF	\$10.00	\$10,400.00
20	6" ROADSIDE UNDERDRAIN	11,767.00	LF	\$12.50	\$147,087.50
21	UNDERDRAIN CLEANOUT	55.00	EA	\$457.90	\$25,184.50
				PAVING TOTAL	\$1,151,621.85

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 PERFORMANCE BOND
 DATE: AUGUST 5, 2020

STORM SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	18" RCP CLASS III	1,783.50	LF	\$34.55	\$61,619.93
2	24" RCP CLASS III	1,753.50	LF	\$49.60	\$86,973.60
3	30" RCP CLASS III	451.50	LF	\$67.05	\$30,273.08
4	36" RCP CLASS III	117.00	LF	\$93.30	\$10,916.10
5	42" RCP CLASS III	280.00	LF	\$127.45	\$35,686.00
6	48" RCP CLASS III	124.00	LF	\$156.65	\$19,424.60
7	TYPE 1 CURB INLET	15.50	EA	\$4,198.20	\$65,072.10
8	TYPE 2 CURB INLET	5.00	EA	\$4,540.85	\$22,704.25
9	TYPE 5 CURB INLET	2.00	EA	\$4,726.90	\$9,453.80
10	TYPE C INLET	0.50	EA	\$1,912.00	\$956.00
10	TYPE D INLET	4.00	EA	\$3,306.15	\$13,224.60
11	TYPE P MANHOLE	6.00	EA	\$3,153.65	\$18,921.90
12	TYPE J MANHOLE W/ALT BOTT.	0.50	EA	\$5,719.80	\$2,859.90
13	SOCK DEWATERING	0.50	LS	\$57,431.60	\$28,715.80
14	DEWATERING / ROCK BEDDING	0.50	LS	\$32,745.80	\$16,372.90
15	18" MES	0.50	EA	\$1,067.45	\$533.73
15	18" FES	2.00	EA	\$1,656.50	\$3,313.00
15	24" MES	0.50	EA	\$1,348.95	\$674.48
16	24" FES	3.00	EA	\$1,967.80	\$5,903.40
17	TV STORM PIPE	4,509.50	LF	\$6.35	\$28,635.33
STORM SEWER TOTAL					\$462,234.48

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 PERFORMANCE BOND
 DATE: AUGUST 5, 2020

SANITARY SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	8" PVC SDR 26 (0-6')	282.00	LF	\$18.35	\$5,174.70
2	8" PVC SDR 26 (6'-8')	332.00	LF	\$20.00	\$6,640.00
3	8" PVC SDR 26 (8'-10')	1,994.50	LF	\$21.60	\$43,081.20
4	8" PVC SDR 26 (10'-12')	925.50	LF	\$23.90	\$22,119.45
5	8" PVC SDR 26 (12'-14')	21.50	LF	\$26.90	\$578.35
6	8" PVC SDR 26 (14'-16')	366.00	LF	\$29.45	\$10,778.70
7	SINGLE SERVICE	24.50	EA	\$592.50	\$14,516.25
8	DOUBLE SERVICE	43.50	EA	\$887.85	\$38,621.48
9	MANHOLE (0-6')	1.50	EA	\$2,512.00	\$3,768.00
10	MANHOLE (6-8')	2.00	EA	\$2,714.70	\$5,429.40
11	MANHOLE (8-10')	7.00	EA	\$3,058.70	\$21,410.90
12	MANHOLE (10-12')	4.00	EA	\$3,412.30	\$13,649.20
13	DROP MANHOLE (10-12')	1.00	EA	\$4,245.80	\$4,245.80
14	MANHOLE (12-14')	1.50	EA	\$3,760.30	\$5,640.45
15	SOCK DEWATERING	0.50	LS	\$53,538.00	\$26,769.00
16	DEWATERING / ROCK BEDDING	0.50	LS	\$35,727.70	\$17,863.85
17	TELEWISE SANITARY SEWER - MAIN	3,921.50	LF	\$3.30	\$12,940.95
18	TELEWISE SANITARY SEWER - LATERALS	2,040.00	LF	\$3.60	\$7,344.00
19	TESTING	0.50	LS	\$8,403.20	\$4,201.60
SANITARY SEWER TOTAL					\$264,773.28

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 PERFORMANCE BOND
 DATE: AUGUST 5, 2020

WATER DISTRIBUTION

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	CONNECT TO EXISTING WM	0.50	EA	\$1,372.00	\$686.00
2	8" PVC C900 DR18 WM	2,474.00	LF	\$18.05	\$44,655.70
3	6" PVC C900 DR18 WM	1,950.00	LF	\$12.85	\$25,057.50
4	4" PVC C900 DR18 WM	158.00	LF	\$10.40	\$1,643.20
5	8" GATE VALVE W/BOX	13.00	EA	\$1,460.05	\$18,980.65
6	6" GATE VALVE W/BOX	11.50	EA	\$1,016.35	\$11,688.03
7	8X8" TEE	2.50	EA	\$661.95	\$1,654.88
8	8X6" TEE	0.50	EA	\$606.90	\$303.45
9	8X2" TEE	0.50	EA	\$531.30	\$265.65
10	6X6" TEE	1.50	EA	\$588.25	\$882.38
11	8X6" REDUCER	1.50	EA	\$423.15	\$634.73
12	6X4" REDUCER	0.50	EA	\$375.80	\$187.90
13	8" FITTINGS & RESTRAINTS	0.50	LS	\$9,721.30	\$4,860.65
14	6" FITTINGS & RESTRAINTS	0.50	LS	\$4,000.25	\$2,000.13
15	4" FITTINGS & RESTRAINTS	0.50	LS	\$3,279.70	\$1,639.85
16	FIRE HYDRANT ASSEMBLY	9.50	EA	\$4,252.70	\$40,400.65
17	SINGLE SERVICE ASSEMBLY (COMPLETE) - SHORT SIDE	66.50	EA	\$356.20	\$23,687.30
18	SINGLE SERVICE ASSEMBLY (COMPLETE)- LONG SIDE	56.50	EA	\$458.10	\$25,882.65
19	PERMANENT BLOWOFF	2.50	EA	\$2,410.60	\$6,026.50
20	TESTING & CHLORINATION	0.50	LS	\$9,133.20	\$4,566.60
WATER DISTRIBUTION TOTAL					\$215,704.38

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 PERFORMANCE BOND
 DATE: AUGUST 5, 2020

OFFSITE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1a	1" MILL EXISTING ASPHALT	6,142.00	SY	\$2.90	\$17,811.80
1b	1" RESURFACING ASPHALT	6,142.00	SY	\$7.95	\$48,828.90
1bb	LEVELING	110.00	TN	\$93.20	\$10,252.00
1c	1" TYPE FC - 9.5 ASPHALT	3,524.00	SY	\$7.95	\$28,015.80
1d	2" TYPE SP-12.5 ASPHALT	3,524.00	SY	\$11.60	\$40,878.40
1e	8" CRUSHED CONCRETE BASE	3,773.00	SY	\$15.80	\$59,613.40
1f	12" STABILIZED SUB-BASE (LBR 40)	4,769.00	SY	\$7.95	\$37,913.55
1g	SAWCUT	4,482.00	LF	\$1.35	\$6,050.70
2	TYPE F CURB	3,428.00	LF	\$16.90	\$57,899.40
3	5' CONCRETE SIDEWALK	2,680.00	LF	\$22.65	\$60,702.00
4	ADA RAMP	4.00	EA	\$964.00	\$3,856.00
5	CONCRETE FLUME	6.00	EA	\$1,430.00	\$8,580.00
6	CONCRETE DRIVEWAY	1.00	EA	\$2,994.30	\$2,994.30
7	PAVED DRIVEWAY	5.00	EA	\$2,770.65	\$13,853.25
8	SODDING	10,272.00	SY	\$2.50	\$25,680.00
9	STRIPING & SIGNAGE	1.00	LS	\$36,618.10	\$36,618.10
10	GRADING	1.00	LS	\$16,920.00	\$16,920.00
11	M.O.T.	1.00	LS	\$14,976.90	\$14,976.90
OFFSITE IMPROVEMENTS TOTAL					\$491,444.50

ARDURRA GROUP, INC.
CLIENT: LENNAR HOMES, LLC
PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
WARRANTY BOND
DATE: AUGUST 5, 2020

SUMMARY OF SCHEDULES

PAVING	\$1,151,621.85
STORM SEWER	\$924,468.95
SANITARY SEWER	\$529,546.55
WATER DISTRIBUTION	\$431,408.75
OFFSITE IMPROVEMENTS	\$491,444.50
TOTAL ESTIMATED AMOUNT	\$3,528,490.60
WARRANTY BOND (10% OF TOTAL)	\$352,849.06

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: AUGUST 5, 2020

PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1a	1 1/2" TYPE SP 12.5 ASPHALT	21,118.00	SY	\$9.00	\$190,062.00
1b	6" CRUSHED CONCRETE BASE	21,118.00	SY	\$12.50	\$263,975.00
1c	8" STABILIZATION SUB-BASE (LBR 40)	26,558.00	SY	\$5.80	\$154,036.40
2	TEMPORARY T TURNAROUND	2,488.00	SF	\$3.95	\$9,827.60
3	MIAMI CURB	17,458.00	LF	\$10.30	\$179,817.40
4	DROP CURB	248.00	LF	\$9.95	\$2,467.60
5	TYPE D CURB	224.00	LF	\$9.20	\$2,060.80
6	5' WIDE CONC. SIDEWALK (NON-LOT FRONTAGE)	1,648.00	LF	\$22.70	\$37,409.60
7	CURB CUT - ONLY	26.00	EA	\$354.00	\$9,204.00
8	DETECTABLE WARNING SURFACE	70.00	SF	\$52.20	\$3,654.00
9	R/W GRADING	1.00	LS	\$57,620.00	\$57,620.00
10	2'-8" SOD - B.O.C. ALONG BLVD ONLY	5,776.00	SY	\$2.50	\$14,440.00
11	HYDROSEED - R/W	19,328.00	SY	\$0.30	\$5,798.40
12	STRIPING & SIGNAGE	1.00	LS	\$10,614.30	\$10,614.30
13	CONNECT TO EXISTING PAVEMENT	2.00	EA	\$782.65	\$1,565.30
14	CONSTRUCT DRIVEWAY TO OUT PARCEL	238.00	SY	\$14.80	\$3,522.40
15	CONCRETE DRIVEWAY	737.00	SF	\$6.85	\$5,048.45
16	8" NON-PERF. UNDERDRAIN	244.00	LF	\$17.65	\$4,306.60
17	2" PVC SCH. 40 SLEEVE	1,040.00	LF	\$5.00	\$5,200.00
18	4" PVC SCH. 40 SLEEVE	1,040.00	LF	\$8.00	\$8,320.00
19	6" PVC SCH. 40 SLEEVE	1,040.00	LF	\$10.00	\$10,400.00
20	6" ROADSIDE UNDERDRAIN	11,767.00	LF	\$12.50	\$147,087.50
21	UNDERDRAIN CLEANOUT	55.00	EA	\$457.90	\$25,184.50
PAVING TOTAL					\$1,151,621.85

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: AUGUST 5, 2020

STORM SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	18" RCP CLASS III	3,567.00	LF	\$34.55	\$123,239.85
2	24" RCP CLASS III	3,507.00	LF	\$49.60	\$173,947.20
3	30" RCP CLASS III	903.00	LF	\$67.05	\$60,546.15
4	36" RCP CLASS III	234.00	LF	\$93.30	\$21,832.20
5	42" RCP CLASS III	560.00	LF	\$127.45	\$71,372.00
6	48" RCP CLASS III	248.00	LF	\$156.65	\$38,849.20
7	TYPE 1 CURB INLET	31.00	EA	\$4,198.20	\$130,144.20
8	TYPE 2 CURB INLET	10.00	EA	\$4,540.85	\$45,408.50
9	TYPE 5 CURB INLET	4.00	EA	\$4,726.90	\$18,907.60
10	TYPE C INLET	1.00	EA	\$1,912.00	\$1,912.00
10	TYPE D INLET	8.00	EA	\$3,306.15	\$26,449.20
11	TYPE P MANHOLE	12.00	EA	\$3,153.65	\$37,843.80
12	TYPE J MANHOLE W/ALT BOTT.	1.00	EA	\$5,719.80	\$5,719.80
13	SOCK DEWATERING	1.00	LS	\$57,431.60	\$57,431.60
14	DEWATERING / ROCK BEDDING	1.00	LS	\$32,745.80	\$32,745.80
15	18" MES	1.00	EA	\$1,067.45	\$1,067.45
15	18" FES	4.00	EA	\$1,656.50	\$6,626.00
15	24" MES	1.00	EA	\$1,348.95	\$1,348.95
16	24" FES	6.00	EA	\$1,967.80	\$11,806.80
17	TV STORM PIPE	9,019.00	LF	\$6.35	\$57,270.65
STORM SEWER TOTAL					\$924,468.95

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: AUGUST 5, 2020

SANITARY SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	8" PVC SDR 26 (0-6')	564.00	LF	\$18.35	\$10,349.40
2	8" PVC SDR 26 (6'-8')	664.00	LF	\$20.00	\$13,280.00
3	8" PVC SDR 26 (8'-10')	3,989.00	LF	\$21.60	\$86,162.40
4	8" PVC SDR 26 (10'-12')	1,851.00	LF	\$23.90	\$44,238.90
5	8" PVC SDR 26 (12'-14')	43.00	LF	\$26.90	\$1,156.70
6	8" PVC SDR 26 (14'-16')	732.00	LF	\$29.45	\$21,557.40
7	SINGLE SERVICE	49.00	EA	\$592.50	\$29,032.50
8	DOUBLE SERVICE	87.00	EA	\$887.85	\$77,242.95
9	MANHOLE (0-6')	3.00	EA	\$2,512.00	\$7,536.00
10	MANHOLE (6-8')	4.00	EA	\$2,714.70	\$10,858.80
11	MANHOLE (8-10')	14.00	EA	\$3,058.70	\$42,821.80
12	MANHOLE (10-12')	8.00	EA	\$3,412.30	\$27,298.40
13	DROP MANHOLE (10-12')	2.00	EA	\$4,245.80	\$8,491.60
14	MANHOLE (12-14')	3.00	EA	\$3,760.30	\$11,280.90
15	SOCK DEWATERING	1.00	LS	\$53,538.00	\$53,538.00
16	DEWATERING / ROCK BEDDING	1.00	LS	\$35,727.70	\$35,727.70
17	TELEWISE SANITARY SEWER - MAIN	7,843.00	LF	\$3.30	\$25,881.90
18	TELEWISE SANITARY SEWER - LATERALS	4,080.00	LF	\$3.60	\$14,688.00
19	TESTING	1.00	LS	\$8,403.20	\$8,403.20
SANITARY SEWER TOTAL					\$529,546.55

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: AUGUST 5, 2020

WATER DISTRIBUTION

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	CONNECT TO EXISTING WM	1.00	EA	\$1,372.00	\$1,372.00
2	8" PVC C900 DR18 WM	4,948.00	LF	\$18.05	\$89,311.40
3	6" PVC C900 DR18 WM	3,900.00	LF	\$12.85	\$50,115.00
4	4" PVC C900 DR18 WM	316.00	LF	\$10.40	\$3,286.40
5	8" GATE VALVE W/BOX	26.00	EA	\$1,460.05	\$37,961.30
6	6" GATE VALVE W/BOX	23.00	EA	\$1,016.35	\$23,376.05
7	8X8" TEE	5.00	EA	\$681.95	\$3,309.75
8	8X6" TEE	1.00	EA	\$606.90	\$606.90
9	8X2" TEE	1.00	EA	\$531.30	\$531.30
10	6X6" TEE	3.00	EA	\$588.25	\$1,764.75
11	8X6" REDUCER	3.00	EA	\$423.15	\$1,269.45
12	6X4" REDUCER	1.00	EA	\$375.80	\$375.80
13	8" FITTINGS & RESTRAINTS	1.00	LS	\$9,721.30	\$9,721.30
14	6" FITTINGS & RESTRAINTS	1.00	LS	\$4,000.25	\$4,000.25
15	4" FITTINGS & RESTRAINTS	1.00	LS	\$3,279.70	\$3,279.70
16	FIRE HYDRANT ASSEMBLY	19.00	EA	\$4,252.70	\$80,801.30
17	SINGLE SERVICE ASSEMBLY (COMPLETE) - SHORT SIDE	133.00	EA	\$356.20	\$47,374.60
18	SINGLE SERVICE ASSEMBLY (COMPLETE)- LONG SIDE	113.00	EA	\$458.10	\$51,765.30
19	PERMANENT BLOWOFF	5.00	EA	\$2,410.60	\$12,053.00
20	TESTING & CHLORINATION	1.00	LS	\$9,133.20	\$9,133.20
WATER DISTRIBUTION TOTAL					\$431,408.75

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SPENCER CREEK PHASE 2

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: AUGUST 5, 2020

OFFSITE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1a	1" MILL EXISTING ASPHALT	6,142.00	SY	\$2.90	\$17,811.80
1b	1" RESURFACING ASPHALT	6,142.00	SY	\$7.95	\$48,828.90
1bb	LEVELING	110.00	TN	\$93.20	\$10,252.00
1c	1" TYPE FC - 9.5 ASPHALT	3,524.00	SY	\$7.95	\$28,015.80
1d	2" TYPE SP-12.5 ASPHALT	3,524.00	SY	\$11.60	\$40,878.40
1e	8" CRUSHED CONCRETE BASE	3,773.00	SY	\$15.80	\$59,613.40
1f	12 " STABILIZED SUB-BASE (LBR 40)	4,769.00	SY	\$7.95	\$37,913.55
1g	SAWCUT	4,482.00	LF	\$1.35	\$6,050.70
2	TYPE F CURB	3,426.00	LF	\$16.90	\$57,899.40
3	5' CONCRETE SIDEWALK	2,680.00	LF	\$22.65	\$60,702.00
4	ADA RAMP	4.00	EA	\$964.00	\$3,856.00
5	CONCRETE FLUME	6.00	EA	\$1,430.00	\$8,580.00
6	CONCRETE DRIVEWAY	1.00	EA	\$2,994.30	\$2,994.30
7	PAVED DRIVEWAY	5.00	EA	\$2,770.65	\$13,853.25
8	SODDING	10,272.00	SY	\$2.50	\$25,680.00
9	STRIPING & SIGNAGE	1.00	LS	\$36,618.10	\$36,618.10
10	GRADING	1.00	LS	\$16,920.00	\$16,920.00
11	M.O.T.	1.00	LS	\$14,976.90	\$14,976.90
OFFSITE IMPROVEMENTS TOTAL					\$491,444.50

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

This Agreement made and entered into this _____ day of _____ 2020, by and between **Lennar Homes, LLC** hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **Spencer Creek Phase 2**; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as **Spencer Creek Phase 2** are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as **Spencer Creek Phase 2** subdivision within Twenty four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:

a. Letter of Credit, number _____, dated _____, with _____, by _____ order of _____, or

b. A Performance Bond 9328378, dated 11/24/2020, with Lennar Homes LLC as Principal, and Fidelity & Deposit Company of Maryland as Surety, or

c. Escrow Agreement, dated _____, between _____ and the County, or

d. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _____ day of _____, 2020.

ATTEST:

[Signature]
Witness Signature

Abi James
Printed Name of Witness

Kristine Canario
Witness Signature

Kristine Canario
Printed Name of Witness

SUBDIVIDER:

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

Parker Hrons
Printed Name of Signer

Authorized Agent
Title of Signer

4600 W. Cypress St., Ste 300, Tampa, FL 33607
Address of Signer

813-574-5722
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY COUNTY ATTORNEY
BY: [Signature]
Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of November, 2020, by Parker Hiron's and _____ respectively President and _____ of LENNAR HOMES-LLC

Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Kristen Joseph (Seal)

Print: Kristen Joseph

Title or Rank: _____

Serial Number, if any: GG077910

My Commission Expires: April 21, 2021



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

Bond No. 9328378

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes, LLC a Florida Limited Liability Company called the Principal, and Fidelity and Deposit Company of Maryland called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of **thirty thousand five hundred and 00/100 (\$30,500.00)** Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in accordance with specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida and the County Engineer; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **Spencer Creek Phase 2** subdivision all Permanent Control Points and all Lot Corners, 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 Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty four (24) months from the date that the Board of County Commissioners 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 February 12, 2023.

SIGNED, SEALED AND DATED this 24th day of November, 2020.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

[Signature]
Ivette Bauers

BY: [Signature]
PRINCIPAL (SEAL)

ATTEST:

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

[Signature]
Chloe Larkin, Witness

[Signature]
ATTORNEY-IN-FACT Mechelle Larkin



STATE OF FLORIDA

COUNTY OF Hillborough

The foregoing instrument is hereby acknowledged before me this 24th day of December, 2020, by Marvin L Matheny, Jr as Vice president of Lennar Homes, LLC. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 21, 2021

My Commission Number: GG077910

Kristen Joseph

APPROVED BY COUNTY ATTORNEY

BY [Signature]
Approved as to Form and Legal Sufficiency



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 11/24/2020 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mechelle LARKIN, Kathy R. MAIR, and My HUA**, all of **Irvine, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of May, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

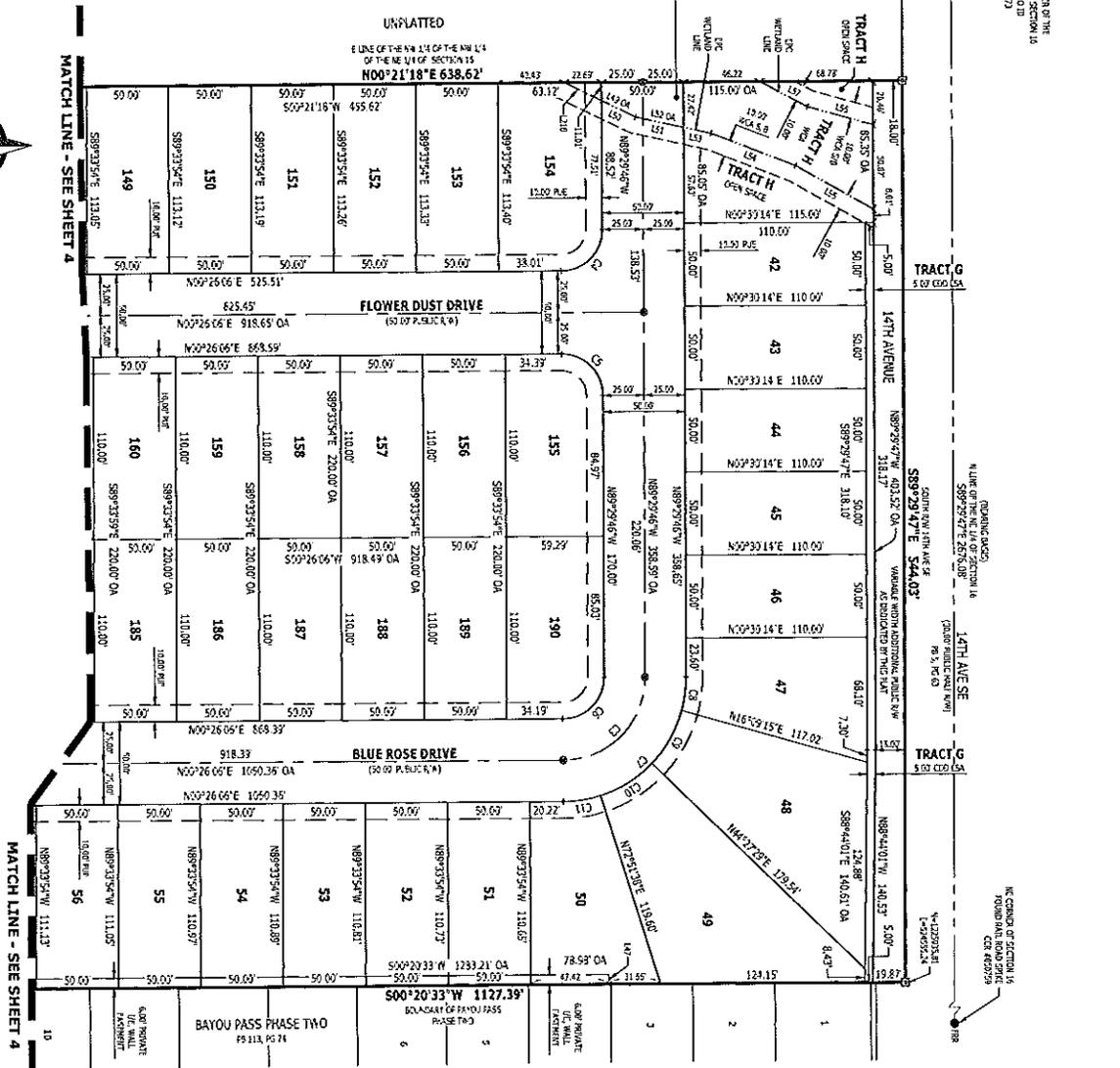
SPENCER CREEK PHASE 2

BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND
A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

CURVE	LENGTH	BEGINS	DELSA	BEARING	CHORD
C1	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
C2	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
C3	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
C4	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
C5	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
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C7	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
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C9	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
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C12	76.46'	36.00'	89°55'27"	N44°31'29"W	70.47'
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L98	N89°23'54"E	6.00'
L99	N89°23'54"E	6.00'
L100	N89°23'54"E	6.00'



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www.ardurra.com
Larrie T. G. 10



0 50 100
SCALE: 1" = 50'

*SEE WCA/OSW NOTE #7 ON SHEET 2

SEE SHEET 2 OF 13 FOR KEY MAP
SEE SHEET 2 OF 13 FOR LEGEND
SHEET 3 OF 13

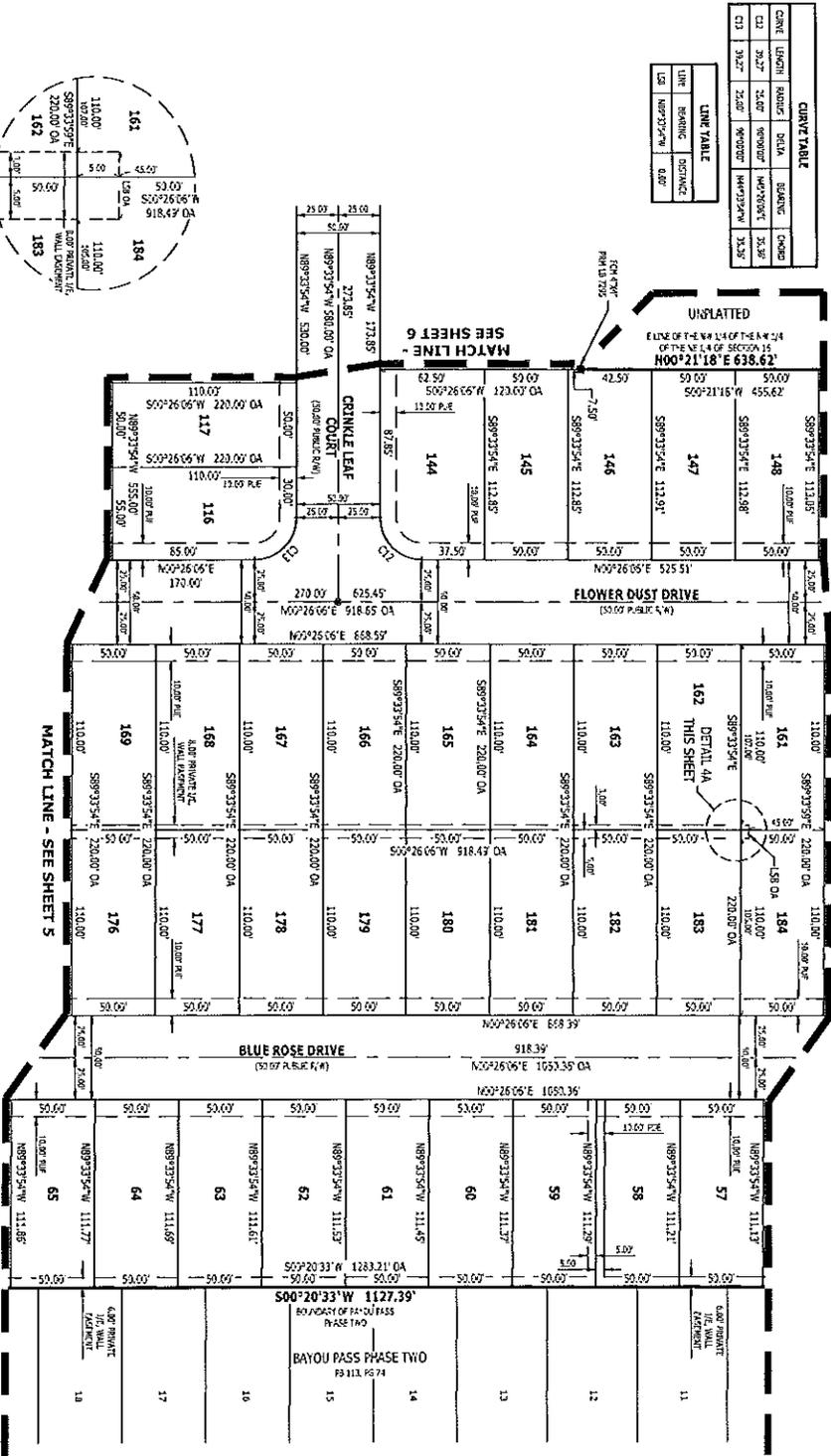
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 A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
 HILLSBOROUGH COUNTY, FLORIDA

SPENCER CREEK PHASE 2

PLAT BOOK PAGE

LINE	BEARING	DISTANCE	AREA
121	S89°33'54"W	112.85'	12,327
122	S89°33'54"E	112.85'	12,327
123	S89°33'54"W	112.85'	12,327

LINE	BEARING	DISTANCE
121	S89°33'54"W	112.85'
122	S89°33'54"E	112.85'
123	S89°33'54"W	112.85'



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0 50 100
 SCALE: 1" = 50'

SEE SHEET 2 OF 13 FOR KEY PLAN
 SEE SHEET 2 OF 13 FOR LEGEND
SHEET 4 OF 13

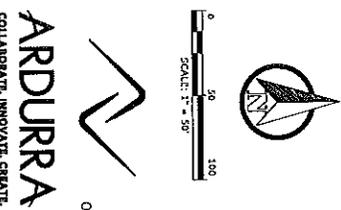
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SPENCER CREEK PHASE 2

PLAT BOOK PAGE

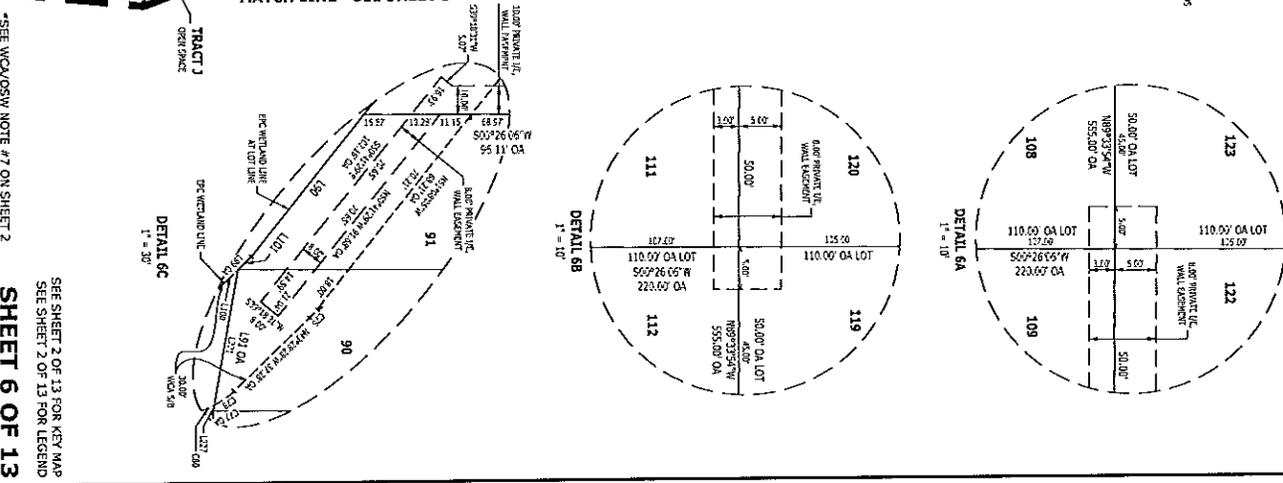
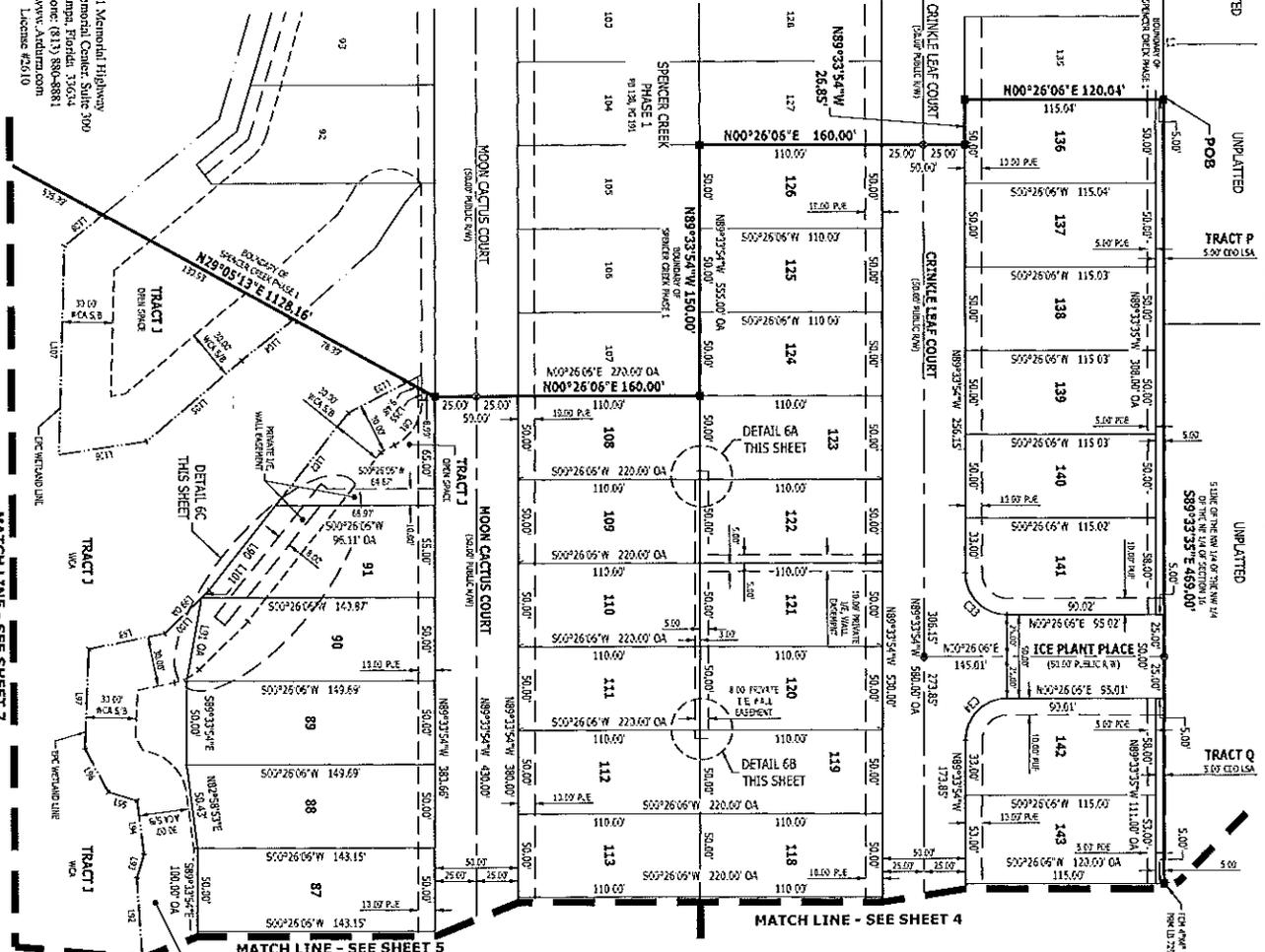
LINE	BEARING	DISTANCE
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L5	N07°05'20"W	14.64'
L6	S06°09'23"W	14.44'
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L16	S02°22'21"E	75.58'
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L20	N09°25'21"W	43.42'
L21	N07°05'20"W	14.64'
L22	S06°09'23"W	14.44'
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L24	S02°22'21"E	75.58'
L25	N07°05'20"W	54.27'
L26	N09°25'21"W	43.42'

CHUTE	LENGTH	BEARING	AREA	BEARING	CHUTE
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C2	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C3	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C4	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C5	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C6	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C7	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C8	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C9	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C10	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C11	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C12	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C13	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C14	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C15	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C16	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C17	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C18	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C19	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C20	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C21	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C22	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C23	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C24	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C25	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C26	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C27	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C28	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C29	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'
C30	30.00'	S02°22'21"E	15.00'	N09°25'21"W	30.00'



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SHEET 6 OF 13

SPENCER CREEK PHASE 2

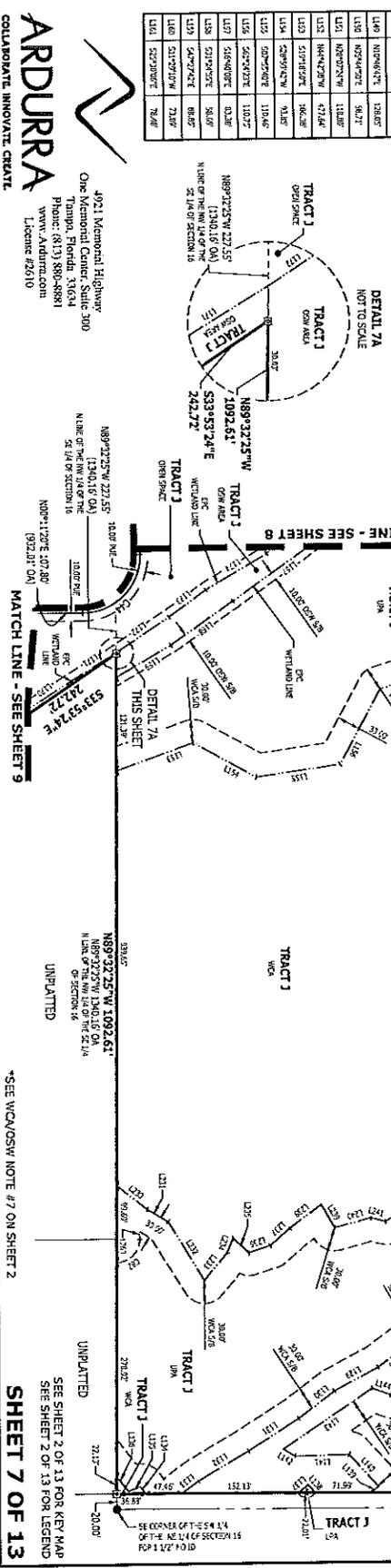
BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND
A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

CURVE TABLE					
CHORD	LENGTH	ADIUS	DELTA	BEARING	CHORD
0.4	11.837	7.500	36.870	N09°15'00"W	10.455
0.8	23.674	15.000	73.740	N18°30'00"W	21.910
1.2	35.511	22.500	110.610	N27°45'00"W	33.365
1.6	47.348	30.000	147.480	N37°00'00"W	44.820



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L109	S89°45'12"E	30.00	L148	S29°12'48"E	152.46
L110	N11°19'20"W	10.00	L149	S28°24'12"E	30.00
L111	N89°20'00"W	64.00	L150	S28°24'12"E	30.00
L112	N70°45'00"E	30.00	L151	S28°24'12"E	30.00
L113	S28°24'12"E	146.26	L152	S28°24'12"E	112.27
L114	S28°24'12"E	38.47	L153	S28°24'12"E	38.47
L115	N89°20'00"W	28.46	L154	S28°24'12"E	38.47
L116	N89°20'00"W	42.33	L155	S28°24'12"E	38.47
L117	N11°19'20"W	97.27	L156	S28°24'12"E	38.47
L118	N07°31'11"E	23.04	L157	N07°31'11"E	61.01
L119	S28°24'12"E	63.27	L158	N07°31'11"E	61.01
L120	S28°24'12"E	58.23	L159	N07°31'11"E	61.01
L121	S28°24'12"E	58.23	L160	N07°31'11"E	61.01
L122	S28°24'12"E	58.23	L161	N07°31'11"E	61.01
L123	S28°24'12"E	58.23	L162	N07°31'11"E	61.01
L124	S28°24'12"E	58.23	L163	N07°31'11"E	61.01
L125	S28°24'12"E	58.23	L164	N07°31'11"E	61.01
L126	S28°24'12"E	58.23	L165	N07°31'11"E	61.01
L127	S28°24'12"E	58.23	L166	N07°31'11"E	61.01
L128	S28°24'12"E	58.23	L167	N07°31'11"E	61.01
L129	S28°24'12"E	58.23	L168	N07°31'11"E	61.01
L130	S28°24'12"E	58.23	L169	N07°31'11"E	61.01
L131	S28°24'12"E	58.23	L170	N07°31'11"E	61.01
L132	S28°24'12"E	58.23	L171	N07°31'11"E	61.01
L133	S28°24'12"E	58.23	L172	N07°31'11"E	61.01
L134	S28°24'12"E	58.23	L173	N07°31'11"E	61.01
L135	S28°24'12"E	58.23	L174	N07°31'11"E	61.01
L136	S28°24'12"E	58.23	L175	N07°31'11"E	61.01
L137	S28°24'12"E	58.23	L176	N07°31'11"E	61.01
L138	S28°24'12"E	58.23	L177	N07°31'11"E	61.01
L139	S28°24'12"E	58.23	L178	N07°31'11"E	61.01
L140	S28°24'12"E	58.23	L179	N07°31'11"E	61.01
L141	S28°24'12"E	58.23	L180	N07°31'11"E	61.01
L142	S28°24'12"E	58.23	L181	N07°31'11"E	61.01
L143	S28°24'12"E	58.23	L182	N07°31'11"E	61.01
L144	S28°24'12"E	58.23	L183	N07°31'11"E	61.01
L145	S28°24'12"E	58.23	L184	N07°31'11"E	61.01
L146	S28°24'12"E	58.23	L185	N07°31'11"E	61.01
L147	S28°24'12"E	58.23	L186	N07°31'11"E	61.01
L148	S28°24'12"E	58.23	L187	N07°31'11"E	61.01
L149	S28°24'12"E	58.23	L188	N07°31'11"E	61.01
L150	S28°24'12"E	58.23	L189	N07°31'11"E	61.01
L151	S28°24'12"E	58.23	L190	N07°31'11"E	61.01
L152	S28°24'12"E	58.23	L191	N07°31'11"E	61.01
L153	S28°24'12"E	58.23	L192	N07°31'11"E	61.01
L154	S28°24'12"E	58.23	L193	N07°31'11"E	61.01
L155	S28°24'12"E	58.23	L194	N07°31'11"E	61.01
L156	S28°24'12"E	58.23	L195	N07°31'11"E	61.01
L157	S28°24'12"E	58.23	L196	N07°31'11"E	61.01
L158	S28°24'12"E	58.23	L197	N07°31'11"E	61.01
L159	S28°24'12"E	58.23	L198	N07°31'11"E	61.01
L160	S28°24'12"E	58.23	L199	N07°31'11"E	61.01
L161	S28°24'12"E	58.23	L200	N07°31'11"E	61.01



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SHEET 7 OF 13

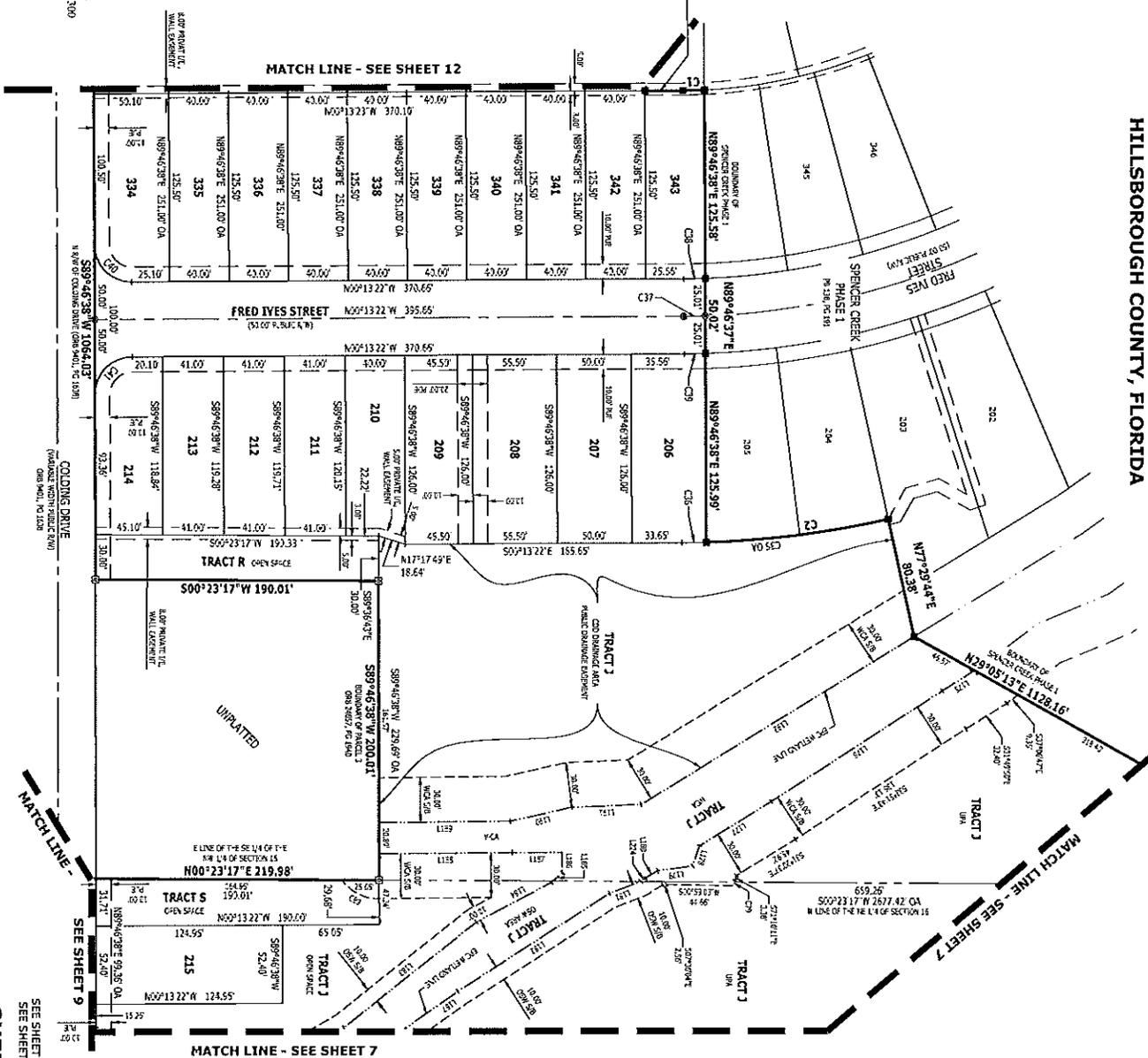
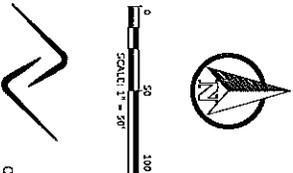
BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

SPENCER CREEK PHASE 2

PLAT BOOK PAGE

LINE	BEARING	DISTANCE
L101	S29°46'37"E	134.60
L102	S29°46'37"E	22.27
L103	S29°46'37"E	126.80
L104	S29°46'37"E	50.57
L105	S71°01'11"E	14.29
L106	S09°20'47"E	23.84
L107	S29°46'37"E	4.29
L108	S29°46'37"E	23.00
L109	S29°46'37"E	11.84
L110	S29°46'37"E	56.87
L111	N40°25'27"W	10.27
L112	N40°25'27"W	13.27
L113	S09°20'47"E	23.84
L114	S09°20'47"E	23.84
L115	S09°20'47"E	82.27
L116	S12°23'27"E	42.23
L117	S29°46'37"E	46.38
L118	S29°46'37"E	23.27
L119	S29°46'37"E	23.27
L120	S29°46'37"E	23.27

CURVE	LENGTH	BEARING	BEARING	BEARING	CHORD
C1	144.4	292.57	292.57	N29°46'37"E	144.4
C2	123.7	64.80	107.94	N07°10'21"W	123.7
C3	148.1	64.80	129.87	N02°00'00"W	139.80
C4	142.7	64.80	127.72	N02°00'00"W	142.7
C5	144.4	292.57	292.57	N29°46'37"E	144.4
C6	144.4	292.57	292.57	N29°46'37"E	144.4
C7	144.4	292.57	292.57	N29°46'37"E	144.4
C8	144.4	292.57	292.57	N29°46'37"E	144.4
C9	144.4	292.57	292.57	N29°46'37"E	144.4
C10	144.4	292.57	292.57	N29°46'37"E	144.4
C11	144.4	292.57	292.57	N29°46'37"E	144.4
C12	144.4	292.57	292.57	N29°46'37"E	144.4
C13	144.4	292.57	292.57	N29°46'37"E	144.4
C14	144.4	292.57	292.57	N29°46'37"E	144.4
C15	144.4	292.57	292.57	N29°46'37"E	144.4
C16	144.4	292.57	292.57	N29°46'37"E	144.4
C17	144.4	292.57	292.57	N29°46'37"E	144.4
C18	144.4	292.57	292.57	N29°46'37"E	144.4
C19	144.4	292.57	292.57	N29°46'37"E	144.4
C20	144.4	292.57	292.57	N29°46'37"E	144.4
C21	144.4	292.57	292.57	N29°46'37"E	144.4
C22	144.4	292.57	292.57	N29°46'37"E	144.4
C23	144.4	292.57	292.57	N29°46'37"E	144.4
C24	144.4	292.57	292.57	N29°46'37"E	144.4
C25	144.4	292.57	292.57	N29°46'37"E	144.4
C26	144.4	292.57	292.57	N29°46'37"E	144.4
C27	144.4	292.57	292.57	N29°46'37"E	144.4
C28	144.4	292.57	292.57	N29°46'37"E	144.4
C29	144.4	292.57	292.57	N29°46'37"E	144.4
C30	144.4	292.57	292.57	N29°46'37"E	144.4
C31	144.4	292.57	292.57	N29°46'37"E	144.4
C32	144.4	292.57	292.57	N29°46'37"E	144.4
C33	144.4	292.57	292.57	N29°46'37"E	144.4
C34	144.4	292.57	292.57	N29°46'37"E	144.4
C35	144.4	292.57	292.57	N29°46'37"E	144.4
C36	144.4	292.57	292.57	N29°46'37"E	144.4
C37	144.4	292.57	292.57	N29°46'37"E	144.4
C38	144.4	292.57	292.57	N29°46'37"E	144.4
C39	144.4	292.57	292.57	N29°46'37"E	144.4
C40	144.4	292.57	292.57	N29°46'37"E	144.4
C41	144.4	292.57	292.57	N29°46'37"E	144.4
C42	144.4	292.57	292.57	N29°46'37"E	144.4
C43	144.4	292.57	292.57	N29°46'37"E	144.4
C44	144.4	292.57	292.57	N29°46'37"E	144.4
C45	144.4	292.57	292.57	N29°46'37"E	144.4
C46	144.4	292.57	292.57	N29°46'37"E	144.4
C47	144.4	292.57	292.57	N29°46'37"E	144.4
C48	144.4	292.57	292.57	N29°46'37"E	144.4
C49	144.4	292.57	292.57	N29°46'37"E	144.4
C50	144.4	292.57	292.57	N29°46'37"E	144.4
C51	144.4	292.57	292.57	N29°46'37"E	144.4
C52	144.4	292.57	292.57	N29°46'37"E	144.4
C53	144.4	292.57	292.57	N29°46'37"E	144.4
C54	144.4	292.57	292.57	N29°46'37"E	144.4
C55	144.4	292.57	292.57	N29°46'37"E	144.4
C56	144.4	292.57	292.57	N29°46'37"E	144.4
C57	144.4	292.57	292.57	N29°46'37"E	144.4
C58	144.4	292.57	292.57	N29°46'37"E	144.4
C59	144.4	292.57	292.57	N29°46'37"E	144.4
C60	144.4	292.57	292.57	N29°46'37"E	144.4
C61	144.4	292.57	292.57	N29°46'37"E	144.4
C62	144.4	292.57	292.57	N29°46'37"E	144.4
C63	144.4	292.57	292.57	N29°46'37"E	144.4
C64	144.4	292.57	292.57	N29°46'37"E	144.4
C65	144.4	292.57	292.57	N29°46'37"E	144.4
C66	144.4	292.57	292.57	N29°46'37"E	144.4
C67	144.4	292.57	292.57	N29°46'37"E	144.4
C68	144.4	292.57	292.57	N29°46'37"E	144.4
C69	144.4	292.57	292.57	N29°46'37"E	144.4
C70	144.4	292.57	292.57	N29°46'37"E	144.4
C71	144.4	292.57	292.57	N29°46'37"E	144.4
C72	144.4	292.57	292.57	N29°46'37"E	144.4
C73	144.4	292.57	292.57	N29°46'37"E	144.4
C74	144.4	292.57	292.57	N29°46'37"E	144.4
C75	144.4	292.57	292.57	N29°46'37"E	144.4
C76	144.4	292.57	292.57	N29°46'37"E	144.4
C77	144.4	292.57	292.57	N29°46'37"E	144.4
C78	144.4	292.57	292.57	N29°46'37"E	144.4
C79	144.4	292.57	292.57	N29°46'37"E	144.4
C80	144.4	292.57	292.57	N29°46'37"E	144.4
C81	144.4	292.57	292.57	N29°46'37"E	144.4
C82	144.4	292.57	292.57	N29°46'37"E	144.4
C83	144.4	292.57	292.57	N29°46'37"E	144.4
C84	144.4	292.57	292.57	N29°46'37"E	144.4
C85	144.4	292.57	292.57	N29°46'37"E	144.4
C86	144.4	292.57	292.57	N29°46'37"E	144.4
C87	144.4	292.57	292.57	N29°46'37"E	144.4
C88	144.4	292.57	292.57	N29°46'37"E	144.4
C89	144.4	292.57	292.57	N29°46'37"E	144.4
C90	144.4	292.57	292.57	N29°46'37"E	144.4
C91	144.4	292.57	292.57	N29°46'37"E	144.4
C92	144.4	292.57	292.57	N29°46'37"E	144.4
C93	144.4	292.57	292.57	N29°46'37"E	144.4
C94	144.4	292.57	292.57	N29°46'37"E	144.4
C95	144.4	292.57	292.57	N29°46'37"E	144.4
C96	144.4	292.57	292.57	N29°46'37"E	144.4
C97	144.4	292.57	292.57	N29°46'37"E	144.4
C98	144.4	292.57	292.57	N29°46'37"E	144.4
C99	144.4	292.57	292.57	N29°46'37"E	144.4
C100	144.4	292.57	292.57	N29°46'37"E	144.4



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SEE SHEET 2 OF 13 FOR KEY MAP
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SHEET 8 OF 13

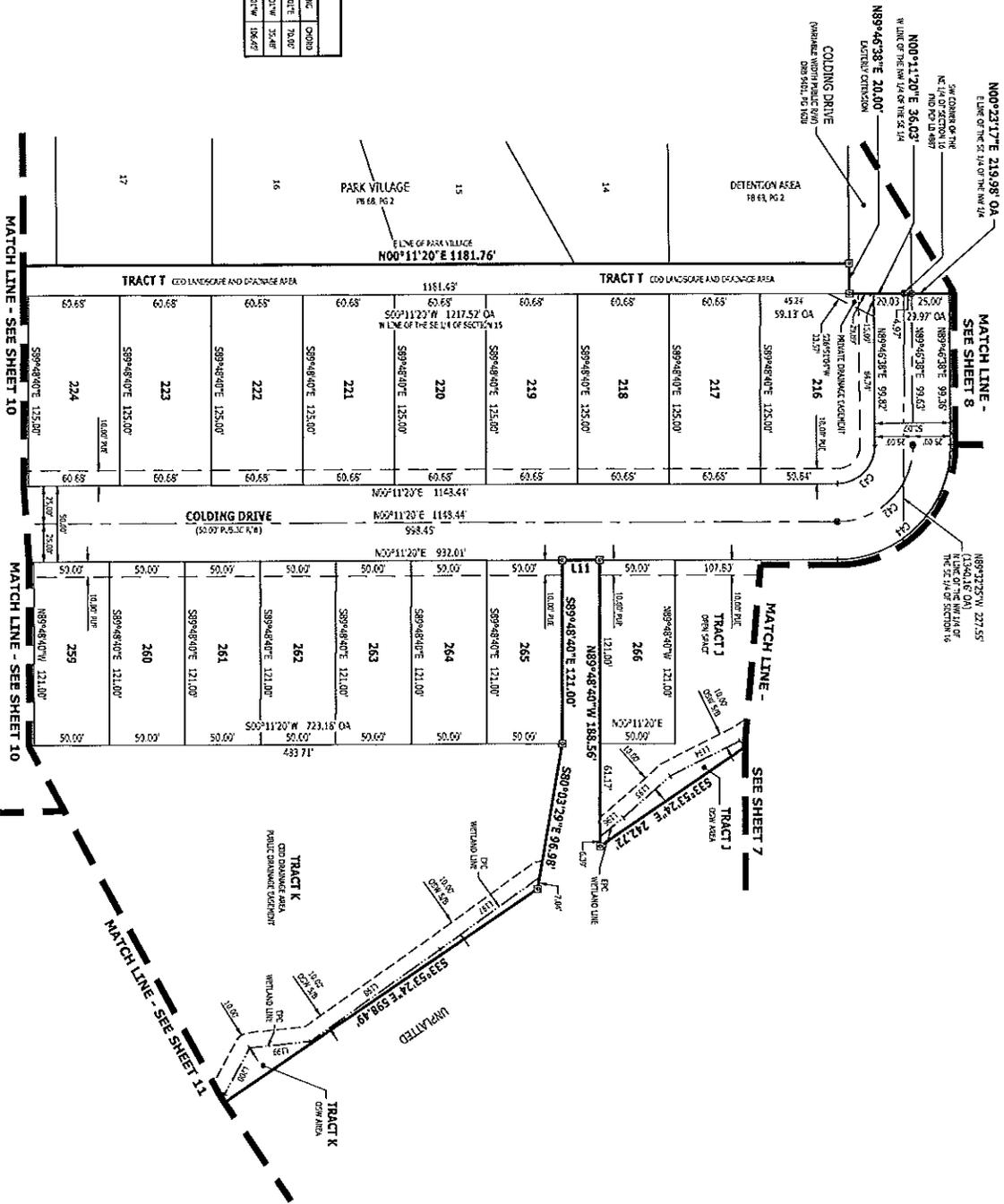
BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

SPENCER CREEK PHASE 2

PLAT BOOK PAGE

LINE	Bearing	Distance
L11	S20°11'20"W	25.00'
L14	N02°11'20"W	52.00'
L15	N42°00'00"W	41.25'
L16	N89°48'40"W	121.00'
L17	N89°48'40"E	121.00'
L18	S89°48'40"E	121.00'
L19	S20°11'20"E	40.25'
L20	S20°11'20"E	34.40'

LINE	LENGTH	SUBSID	DETA	REMARK	ORDER
01	75.00'	50.00'	25.00'	SPENCER CREEK	75.00'
02	75.00'	50.00'	25.00'	SPENCER CREEK	75.00'
03	75.00'	50.00'	25.00'	SPENCER CREEK	75.00'
04	75.00'	50.00'	25.00'	SPENCER CREEK	75.00'



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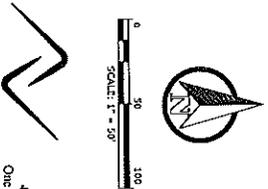
SEE SHEET 2 OF 13 FOR KEY MAP
SEE SHEET 2 OF 13 FOR LEGEND
SHEET 9 OF 13

SPENCER CREEK PHASE 2

BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND
A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
HILLSBOROUGH COUNTY, FLORIDA

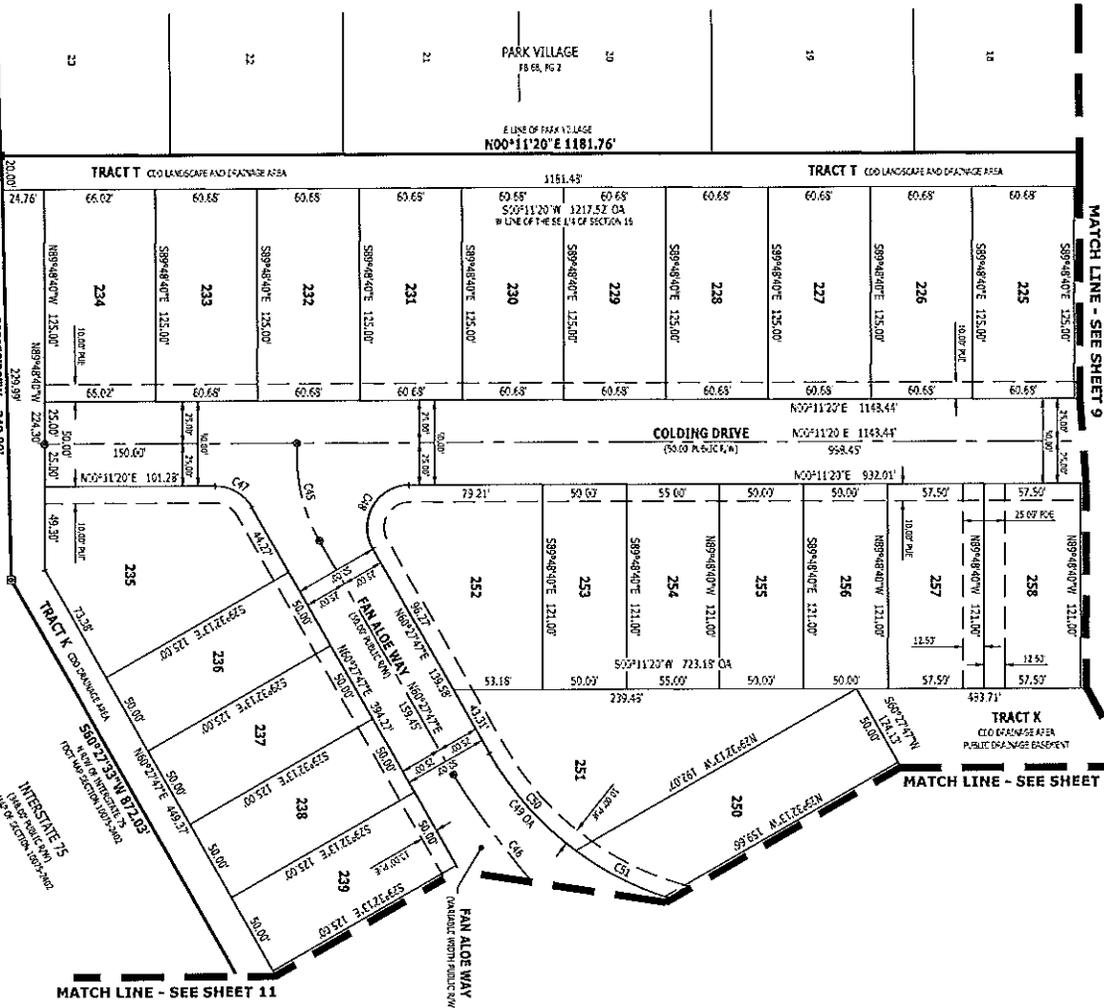
PLAT
BOOK PAGE

CDM#	LENGTH	BALANCE	BEARING	ORDER
001	10.00'	10.00'	N0°00'00" E	10.00'
002	10.00'	10.00'	N0°00'00" E	10.00'
003	10.00'	10.00'	N0°00'00" E	10.00'
004	10.00'	10.00'	N0°00'00" E	10.00'
005	10.00'	10.00'	N0°00'00" E	10.00'
006	10.00'	10.00'	N0°00'00" E	10.00'
007	10.00'	10.00'	N0°00'00" E	10.00'
008	10.00'	10.00'	N0°00'00" E	10.00'
009	10.00'	10.00'	N0°00'00" E	10.00'
010	10.00'	10.00'	N0°00'00" E	10.00'
011	10.00'	10.00'	N0°00'00" E	10.00'
012	10.00'	10.00'	N0°00'00" E	10.00'
013	10.00'	10.00'	N0°00'00" E	10.00'
014	10.00'	10.00'	N0°00'00" E	10.00'
015	10.00'	10.00'	N0°00'00" E	10.00'
016	10.00'	10.00'	N0°00'00" E	10.00'
017	10.00'	10.00'	N0°00'00" E	10.00'
018	10.00'	10.00'	N0°00'00" E	10.00'
019	10.00'	10.00'	N0°00'00" E	10.00'
020	10.00'	10.00'	N0°00'00" E	10.00'



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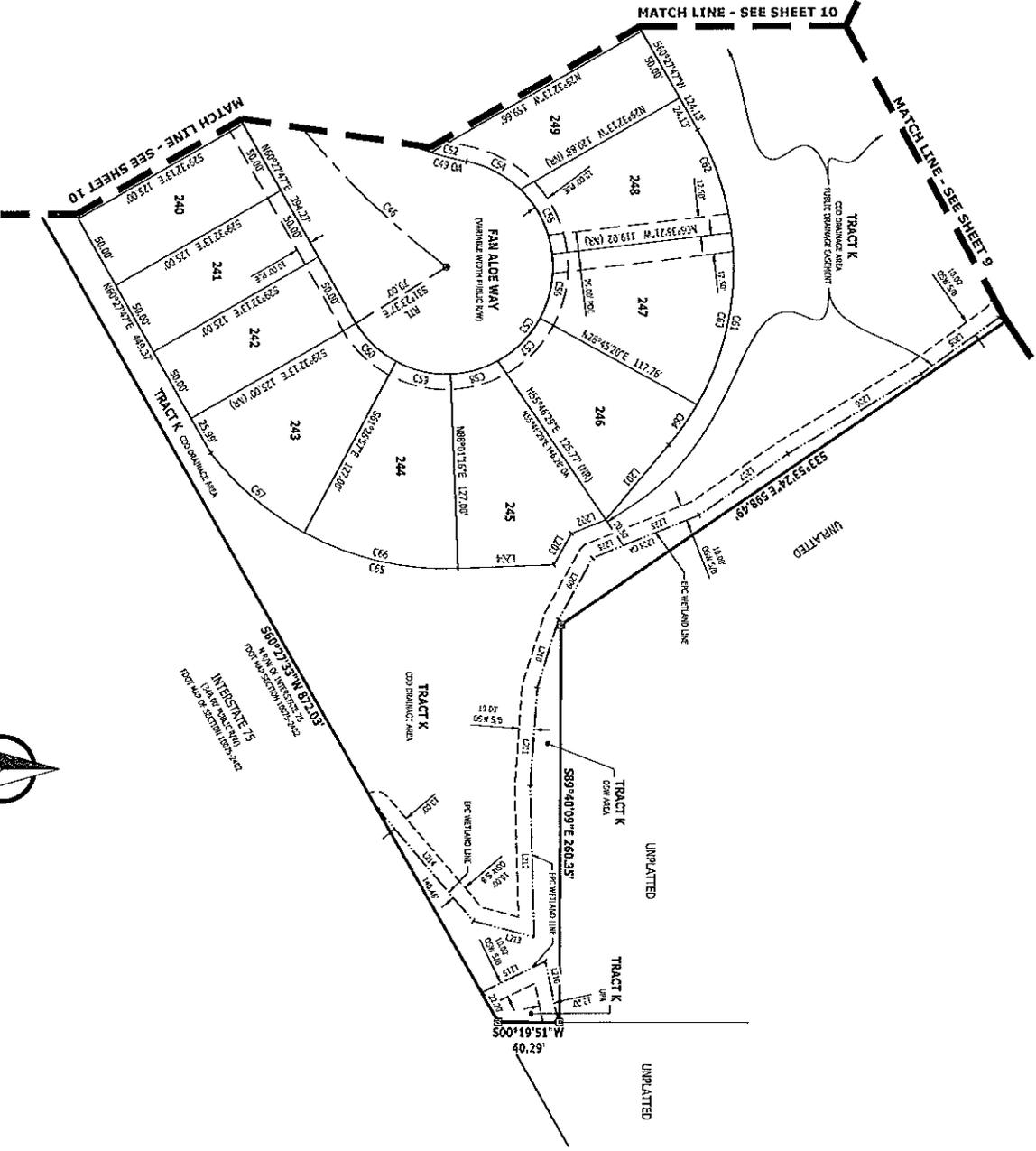


SEE SHEET 2 OF 13 FOR KEY MAP
SEE SHEET 2 OF 13 FOR LEGEND
SHEET 10 OF 13

SPENCER CREEK PHASE 2
 BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND
 A PORTION OF SECTION 35, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
 HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

CHAIN	LENGTH	BORNS	SOLVA	BEARING	ORDER
C01	304.52	358.237	308.627	N47°55'36"E	308.627
C02	314.43	307.009	407.744	N59°52'56"E	104.674
C03	234.94	307.009	N44°00'00"E	232.027	
C04	234.94	307.009	327.942	N63°14'00"W	130.607
C05	444.17	70.00	327.942	S27°00'00"W	372.232
C06	432.27	70.00	327.942	S27°00'00"W	47.172
C07	30.88	70.00	327.942	N44°52'56"W	40.428
C08	312.84	70.00	327.942	N47°52'56"W	32.228
C09	30.20	70.00	327.942	N47°52'56"W	30.800
C10	30.20	70.00	327.942	N47°52'56"W	30.800
C11	200.00	30.00	327.942	N47°52'56"W	200.000
C12	74.18	180.00	227.927	S71°47'59"W	74.177
C13	315.52	180.00	327.942	N59°52'56"W	14.427
C14	33.28	180.00	327.942	N59°52'56"W	33.280
C15	306.24	327.942	54.1164	N27°00'00"E	178.477
C16	304.87	327.942	327.942	N31°17'17"E	104.127
C17	327.94	327.942	327.942	N47°52'56"E	80.227



LINE	BEARING	DISTANCE
L01	S89°52'56"E	64.97
L02	S21°13'00"E	74.47
L03	S59°46'37"E	23.30
L04	S21°13'00"E	63.80
L05	S32°52'00"E	62.80
L06	S28°20'17"E	102.42
L07	S54°01'12"E	30.20
L08	S21°51'07"E	75.97
L09	S59°46'37"E	42.27
L10	S27°28'00"E	42.27
L11	S89°46'37"E	64.80
L12	N89°52'56"E	93.30
L13	S32°52'00"E	41.82
L14	S98°45'36"W	84.52
L15	N27°00'00"W	40.78
L16	N47°52'56"E	40.43
L17	S21°13'00"E	52.29
L18	S21°51'07"E	71.80



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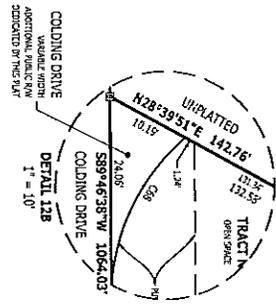
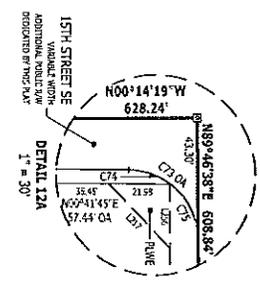
0 50 100
 SCALE: 1" = 50'

*SEE WCA/OSW NOTE #7 ON SHEET 2

SEE SHEET 2 OF 13 FOR KEY MAP
 SEE SHEET 2 OF 13 FOR LEGEND
SHEET 11 OF 13

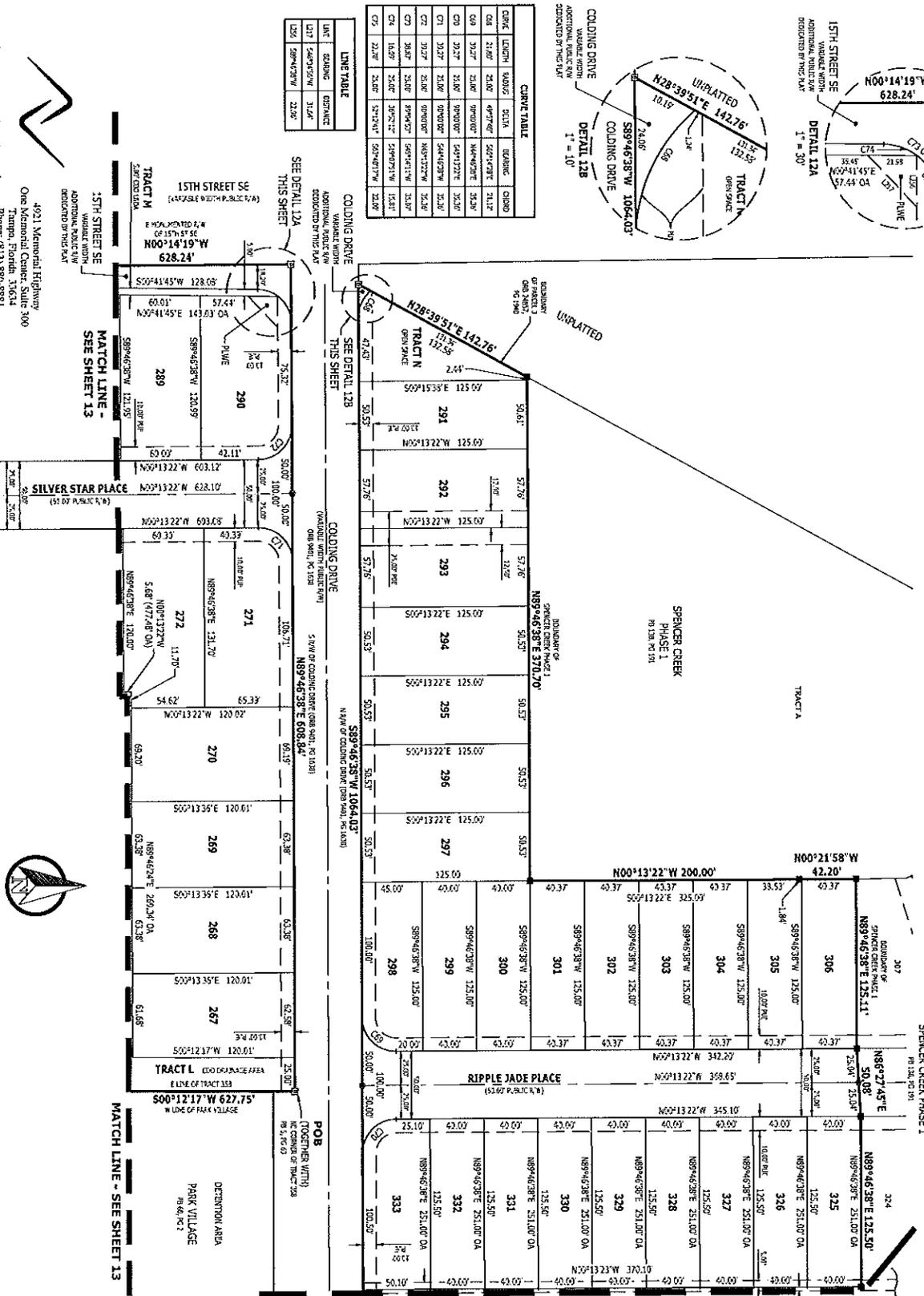
BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND
SPENCER CREEK PHASE 2
 A PORTION OF SECTION 358, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
 HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



LINE	BEARING	DISTANCE
L17	S89°46'38\"/>	
L20	S89°46'38\"/>	

LINE	BEARING	DISTANCE
L17	S89°46'38\"/>	
L20	S89°46'38\"/>	



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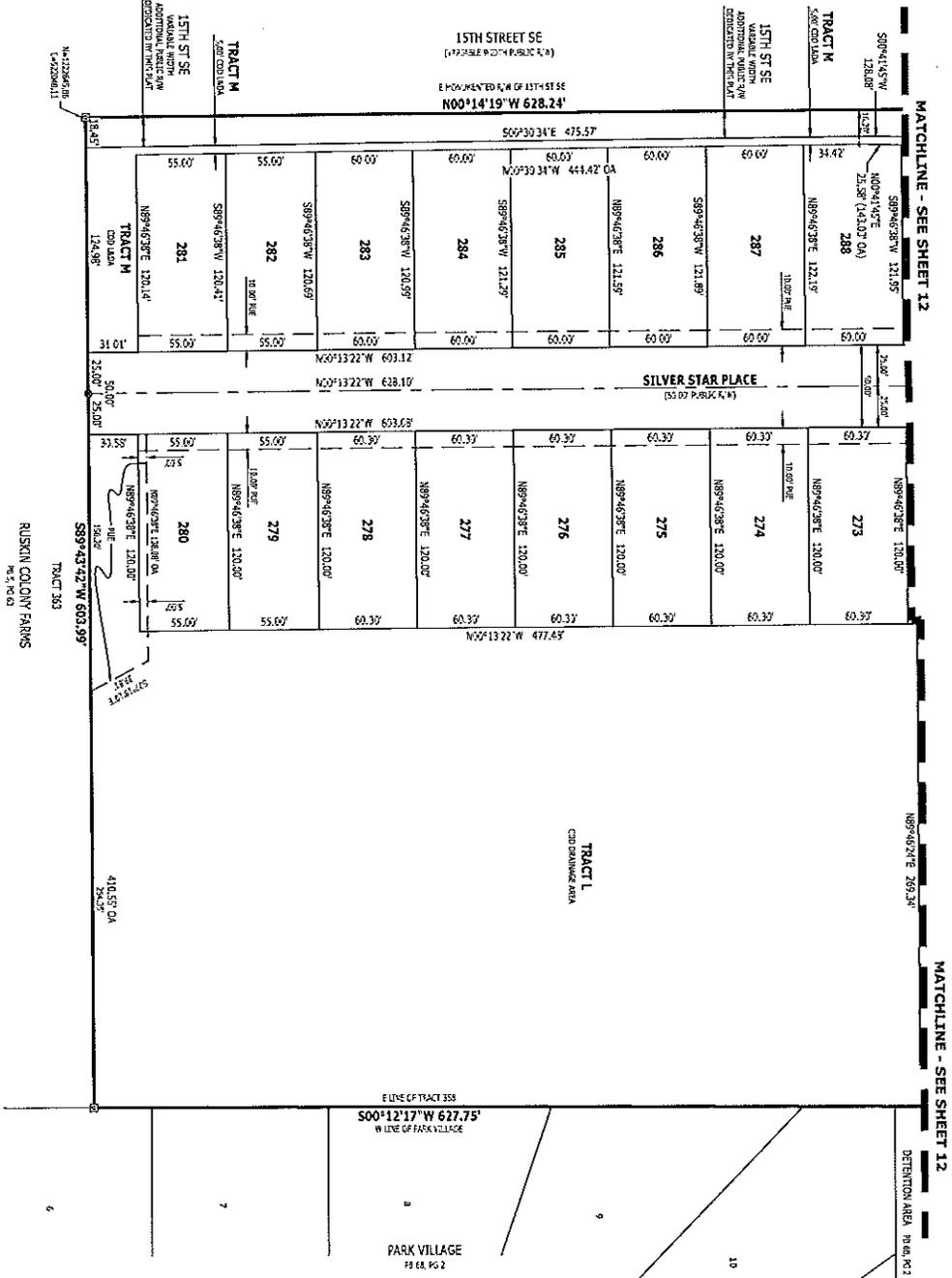


SEE SHEET 2 OF 13 FOR KEY MAP
 SEE SHEET 2 OF 13 FOR LEGEND
SHEET 12 OF 13

BEING A REPLAT OF A PORTION OF TRACT 358 OF RUSKIN COLONY FARMS ACCORDING TO PLAT BOOK 5, PAGE 63, AND
 A PORTION OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST,
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SPENCER CREEK PHASE 2

PLAT BOOK PAGE



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SEE SHEET 2 OF 13 FOR NEW MAP
 SEE SHEET 2 OF 13 FOR LEGEND
SHEET 13 OF 13

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