SUBJECT:

Tarramor Subdivision Phase 2 fka LMJ Subdivision

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

March 9, 2021

CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Tarramor Subdivision Phase 2 fka LMJ Subdivision, located in Section 06, Township 27, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$102,187.50, a Warranty Bond in the amount of \$24,327.90, 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 \$5,062.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

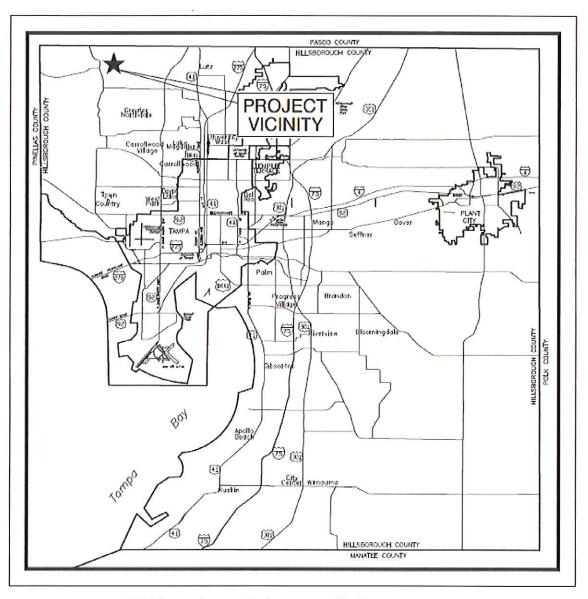
BACKGROUND:

On October 18, 2017, Permission to Construct Prior to Platting was issued for Tarramor Subdivision Phase 2 fka LMJ Subdivision. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, LLC. and the engineer is Landmark Engineering & Surveying Corporation.



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

TARRAMOR PHASE 2



Vicinity Map
NOT TO SCALE

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into thisday of, 2021, by and between Lennar Homes, LLC, hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida hereinafter referred to as "County"
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

1.

made a part of this Agreement.

The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and

- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as TARRAMOR PHASE 2, 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, roads, streets, grading, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in <u>TARRAMOR PHASE 2</u> 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:

 Letters of Credit, number XXXX and number XXXX, dated, with by order
--

b. A Performance Bond, dated January 19, 2021 with Lennar Homes LLC., as Principal, Liberty Mutual Insurance Company as Surety, and

A Warranty Bond, January 19, 2021 with Lennar Homes LLC., as Principal, and Liberty Mutual Insurance Company as Surety, and

c.	Cashier/Certified Checks	s, number	, dated	and
	number	, dated		, which
	shall be deposited by the	County into a non-interest b	pearing escrow account upon receipt.	. No
	interest shall be paid to the	he Subdivider on funds recei	yed by the County pursuant to this	
	Agreement.		J J1	

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed	d these presents, this day of Jamory 2021.
Witness' Signature (Signed before a Notary Public and 2 Witnesses) Printed Name of Witness	By: Authorized Corporate Officer or Individual Parker Hirons Name (typed, printed or stamped)
Witness' Signature Stephanic Farmer	AUTHORITED AGENT Title 4600 W. CYPRESS ST., STE 300, TAMPA, FR
Printed Name of Witness	Address of Signer
NOTARY PUBLIC Phone Number of Signer	813 - 455 - 0041
CORPORATE SEAL (When Appropriate)	
ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
Ву:	Ву:
Deputy Clerk	Chairman

APPROVED BY GOUNTY ATTORNEY

EY

Approven as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT: STATE OF Florida COUNTY OF Hillsborough The foregoing instrument was acknowledged before me by means of [v] physical presence or [] online notarization this _____day of January, 2021, by Parker Hirons, Vice President of Lennar Homes, LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced as identification and did take an oath. KRISTEN JOSEPH NOTARY PUBLIC: Commission # GG 077910 Expires April 21, 2021 Bonded Thru Troy Fain Insurance 800-385-7019 Print: Title or Rank:

Serial Number, if any: 46

My Commission Expires:__

SUBDIVISION PERFORMANCE BOND

Bond No. 024250115

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC, called the Principal, and Liberty Mutual Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Hundred Two Thousand One Hundred Eighty Seven and 50/100 (\$102,187.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as TARRAMOR PHASE 2 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL APRIL 9, 2022.

SIGNED, SEALED AND DATED this 19th day of January 2021.

ATTEST:

Marvin L. Metheny, Fr.

ATTEST:

Ray Parker, Witness

Liberty Mutual Insurance Company

Lennar Homes, LLC, a Florida

limited lability company

Surety

Type name of signer

Sandra Parker, Attorney-in-fact

(SEAL)

APPROVED BY COUNTY ATTORNEY

onn and Legal Suniciency



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201331

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30cm EST on any business day.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESEN Liberty Mutual Insurance Company is a corpora	ation duly organized under the lay	ws of the State of Massac	husette and West	American Incur	ance Company is a corporation dut
organized under the laws of the State of Indiana	(herein collectively called the "Cor	mpanies"), pursuant to and	by authority herein	set forth, does	hereby name, constitute and appoint
Sanoia raikei	all of the city of	Houston	state of	Texas	each individually if there he more
than one named, its true and lawful attorney-in-f	act, with full power and authority he	ereby conferred to sign, ex-	ecute and acknowled	doe the ahove	referenced surely hand

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

1912 CORPORATE TO SELECTION OF THE PROPERTY OF

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___19th__day of ____January______, __2021







By: Kent Chiley

Renee C. Llewellyn, Assistant Secretary

TARRAMOR PHASE 2 PERFORMANCE ESTIMATE

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS

\$81,750.00

TOTAL

\$81,750.00

125% PERFORAMNCE BONDING

\$102,187.50

TARRAMOR PHASE 2 PERFORMANCE ESTIMATE

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	8,300	SY	1 3/4 SP 12.5	\$9.50	\$78,850.00
2	1	LS	SIGNAGE & STRIPING	\$2,900.00	\$2,900.00

TOTAL STREET IMPROVEMENTS

\$81,750.00

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC called the Principal and Liberty Mutual Insurance Company, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Twenty Four Thousand Three Hundred Twenty Seven and 90/100 (\$24,327.90) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (water and wastewater) for maintenance constructed in conjunction with the platted subdivision known as TARRAMOR
PHASE 2; and

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

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in conjunction with the platted subdivision known as TARRAMOR PHASE 2 against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL APRIL 9, 2024.

SIGNED, SEALED AND DATED this 19th day of January, 2021.

ATTEST:

Principal

Parker Hirons-Marvin L. Metheny, Fr.

ATTEST:

Ray Parker, Witness

Liberty Mutual Insurance Company

Lennar Homes, LLC, a Florida limited liability company

Surety

Type name of signer

Sandra Parker, Attorney-in-fact

(SEAL)

APPROVED BY COUNTY ATTORNEY

Approved as to John and Legal Sufficiency



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201331

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30nm EST on any business day.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESEN Liberty Mutual Insurance Company is a corpora	Buon duly organized linger the lay	vs of the State of Maccar	hugatte and Most /	Amorican Incur	0	
organized under the laws of the State of Indiana	(fierein collectively called the "Cor	npanies"), pursuant to and	by authority herein:	set forth, does	hereby name, constitute and appoin	nt.
Condita i Birkei	all of the city of	Houston	state of	Tayac	anah individually if there he are	re
than one named, its true and lawful attorney-in-fa	act, with full power and authority he	ereby conferred to sign, ex	ecute and acknowled	dge the above-	referenced surety bond	•

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

1912 CORPORATION OF THE MAMPSHOOT OF THE AMERICAN THE AME

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this __19th__day of ___ January ____ 2021



Renee C. Llewellyn, Assistant Secretary

TARRAMOR PHASE 2 WARRANTY ESTIMATE

SUMMARY

SCHEDULE A - WATER SYSTEM	\$76,982.00
SCHEDULE B - SANITARY SEWER SYSTEM	\$166,297.00

TOTAL (SCHEDULES A - B) 10% WARRANTY BONDING \$24,327.90

License No. 5

\$243,279.00

TARRAMOR PHASE 2 WARRANTY ESTIMATE

SCHEDULE A - WATER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1519	LF	6" PVC WATERMAIN	\$18.00	\$27,342.00
2	3	EA	6" 45 MJ BEND	\$250.00	\$750.00
3	8	EΑ	FIRE HYDRANT ASSEMBLY	\$3,250.00	\$26,000.00
4	19	EΑ	SINGLE SERVICE SHORT	\$310.00	\$5,890.00
5	15	EΑ	SINGLE SERVICE LONG	\$390.00	\$5,850.00
6	4	EΑ	DOUBLE SERVICE SHORT	\$450.00	\$1,800.00
7	5	ΕA	DOUBLE SERVICE LONG	\$510.00	\$2,550.00
8	1	LS	GATE VALVES AT HYDRANTS	\$6,800.00	\$6,800.00

TOTAL WATER DISTRIBUTION SYSTEM

\$76,982.00

TARRAMOR PHASE 2 WARRANTY ESTIMATE

SCHEDULE B - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	4		MH 6 TO 8	\$2,650.00	\$10,600.00
2	5		MH 8 TO 10	\$2,925.00	\$14,625.00
3	1		MH 10 TO 12	\$3,100.00	\$3,100.00
4	3		MH 12 TO 14	\$3,250.00	\$9,750.00
5	37		SINGLE SERVICE	\$600.00	\$22,200.00
6	25		DOUBLE SERVICE	\$725.00	\$18,125.00
7	717		8" PVC (6' - 8' CUT)	\$21.00	\$15,057.00
8	894		8" PVC (8' - 10' CUT)	\$22.00	\$19,668.00
9	1029		8" PVC (10' - 12' CUT)	\$26.00	\$26,754.00
10	777		8" PVC (12' - 14' CUT)	\$34.00	\$26,418.00

\$166,297.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this	day of	, 2021, by and
between Lennar Homes, LLC, hereinafter referred to as "Su	ubdivider," and Hills	borough County, a
political subdivision of the State of Florida, hereinafter refe	erred 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 **TARRAMOR 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 TARRAMOR 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 <u>TARRAMOR PHASE 2</u> within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3.	here	Subdivider agrees to, and in accordance wit by deliver to the County an instrument ensu ribed in paragraph 2, above, specifically ide	ring the performance of	
	a.	Letter of Credit, number XX, dated Surety Company	with	, by order of
	b.	A Performance Bond No. 024250113, da Homes, LLC, as Principal, and Liberty M Company, or		
	c.	Escrow Agreement, datedand the County, or	, between	
	d.	Cashier/Certified Check, number shall be deposited by the County into a rupon receipt. No interest shall be paid the County pursuant to this Agreement.	on-interest bearing escr	

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 **TARRAMOR 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 e altered except in writing sign	ntire agreement of the parties. It shall not be modified or ed by the parties.
IN WITNESS WHEREOF, the parties hereto day of	o have executed these presents, this
ATTEST: Witness Signature Ab I James Printed Name of Witness	SUBDIVIDER: By: Authorized Corporate Officer or Individual (Sign before a Notary Public)
Witness Signature Styphanic Farmer Printed Name of Witness	Parker Hirons Printed Name of Signer Authorized Agent Title of Signer
CORPORATE SEAL (When Appropriate)	Address of Signer 913. 574. 5658 Phone Number of Signer
ATTEST: PAT FRANK CLERK OF CIRCUIT COURT By: Deputy Clerk	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA By: Chairman
	APPRIVED BY COUNTY ATTORNEY EY Apprived as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:	
STATE OF Fyrida	
COUNTY OF Hillsburgh	
The foregoing instrument was acknowledged before me me [] online notarization this	1, by Parker Hirons, Vice President aws of the state of Florida on behalf
NOTARY PUBLIC: Sign: Loseph Print: Knisten Closeph	(Seal) KRISTEN JOSEPH Commission # GG 077910 Expires April 21, 2021 Bonded Thru Troy Fain Insurance 800-385-7019
Title or Rank:	_
Serial Number, if any: <u>GG077910</u>	_
My Commission Expires: Am 21, 2021	

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC, 4600 W
Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and Liberty Mutual Insurance
Company, 175 Berkeley Street, Boston, MA 02117 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY,
FLORIDA, in the sum of Five Thousand Sixty Two and 50/100 (\$5,062.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as TARRAMOR PHASE 2 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL APRIL 9, 2022.

SIGNED, SEALED AND DATED this 19th day January, 2021.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

Principal

ATTEST:

Ray Parker, Witness

Liberty Mutual Insurance Company

L. Metheny, Jr.

Surety

Type name of signer

Sandra Parker, Attorney-in-fact

(SEAL)

APKROVED BY COUNTY ATTORNEY

Approved as to Form and Legal Sufficiency



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201331

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESEN' Liberty Mutual Insurance Company is a corpora	TS: That The Ohio Casualty Insura	ance Company is a corpora	ation duly organized	under the laws	of the State of New Hampshire, that
organized under the laws of the State of Indiana	(herein collectively called the "Col	mpanies"), pursuant to and	by authority herein	set forth, does	ance Company is a corporation duly hereby name, constitute and appoint,
Sanora Parker	all of the city of	Houston	state of	Texas	each individually if there he more
than one named, its true and lawful attorney-in-fa	act, with full power and authority h	ereby conferred to sign, ex	ecute and acknowle	dge the above-	referenced surety bond

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

INSURATE INS

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of altorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this __19th__day of ____January _____, __2021







By: Kenni lenley

Renee C. Llewellyn, Assistant Secretary

TARRAMOR PHASE 2 PERFORMANCE ESTIMATE - LOT CORNERS

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	81	EA	LOT CORNERS	\$50.00	\$4,050.00

TOTAL LOT CORNERS

\$4,050.00

125% PERFORMANCE BONDING

\$5,062.50

Todd C. Amaden

FARRAMOR PHASE N

A REPLAT OF PARCELS 1 AND 2, TARRAMOR PHASE 1, AS RECORDED IN PLAT BOOK 132, PAGES 258-277, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA SECTION 6, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA

AT BOOK:	
PAGE:	

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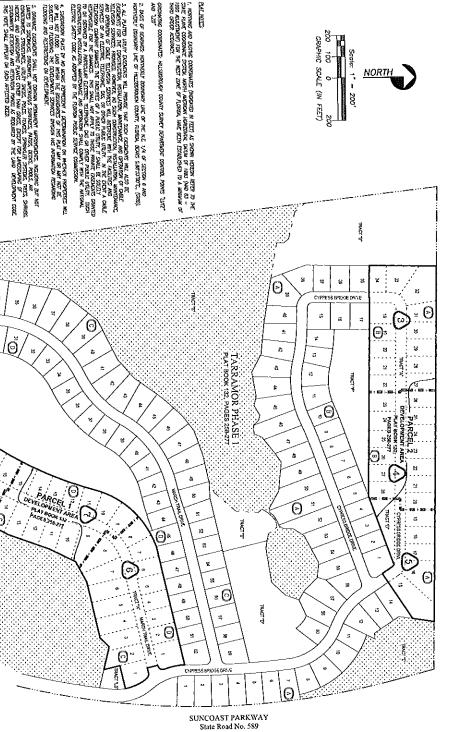
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ANDMARK

8515 Palm River Road | Tampa, Florida, 33618 (813) 921-7641 | (813) 964-1832 (lox) www.logc.com | L.S. # 3913

Sheet 1 of 9

A REPLAT OF PARCELS 1 AND 2, TARRAMOR PHASE 1, AS RECORDED IN PLAT BOOK 132, PAGES 258-277, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA
SECTION 6, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA TARRAMOR PHASE PLAT BOOK: LEGEND FOUND +34" CONCRETE MONAMENT PART (B 3913 (WM.CSS OTHERWISE MOILE) PAGE



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KEY MAP AND REPLAT DETAIL

TARRAMOR PHASE 1
PLAT BOOK 132, PAGES 358-277
SCALE: 1" = 200"

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Sheet 2 of 9

8515 Palm River Road Tampa, Florida 33619 (813) 821-7841 (813) 864-1832 (tax)

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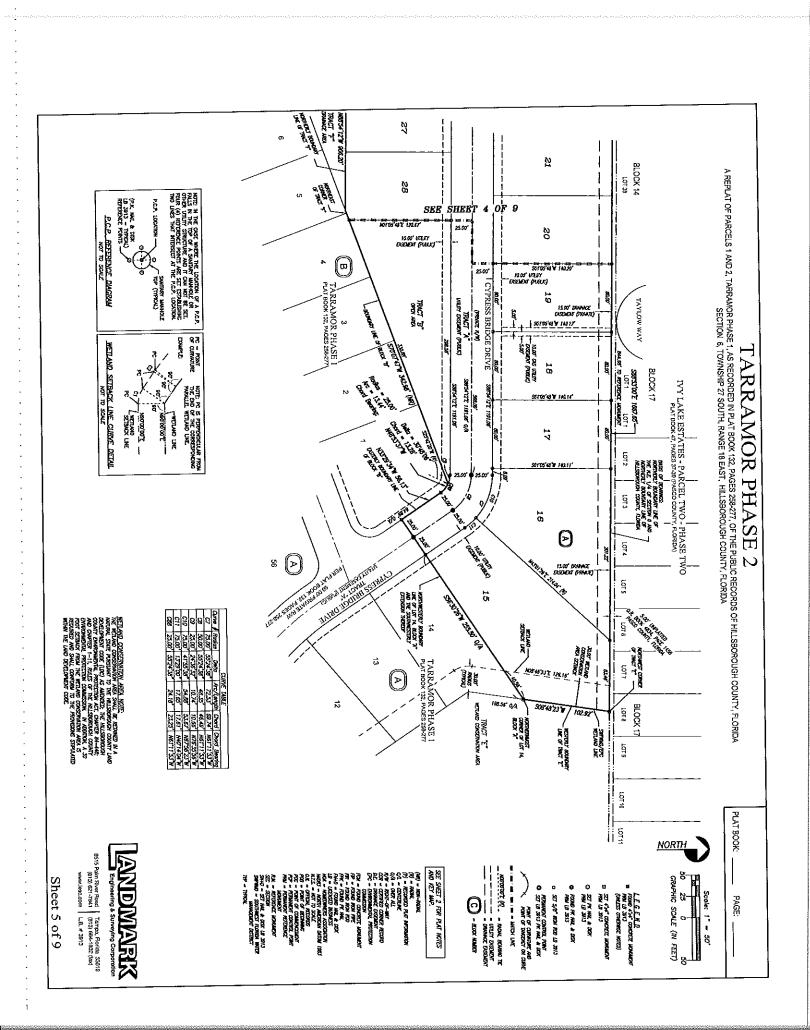
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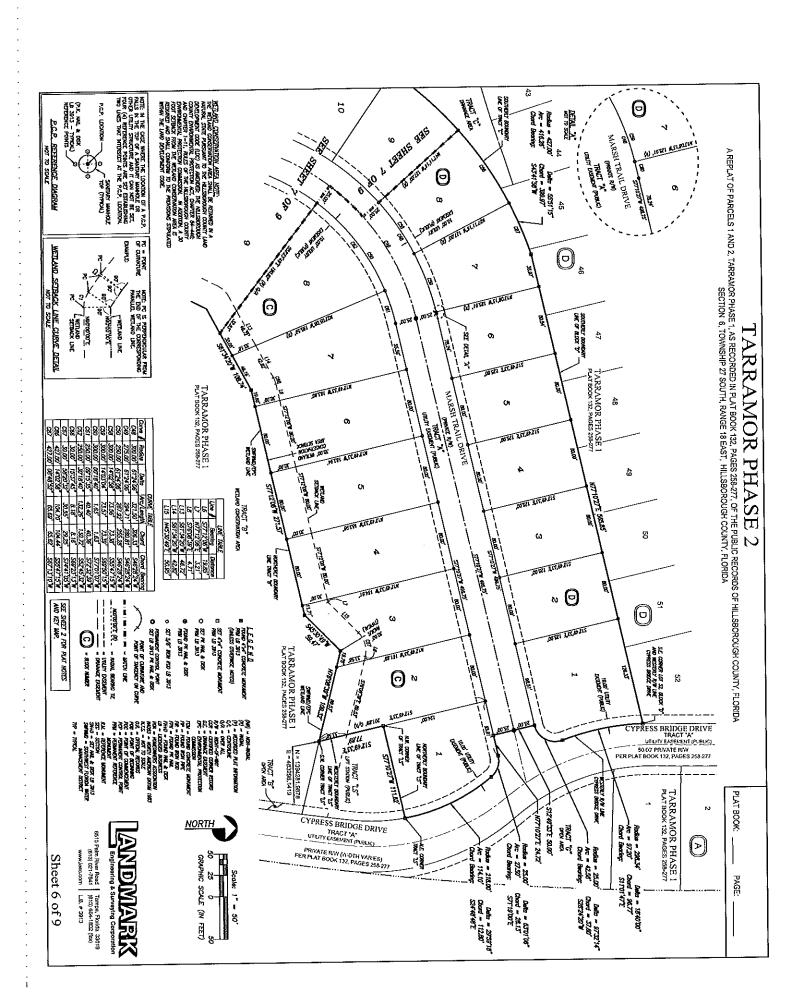
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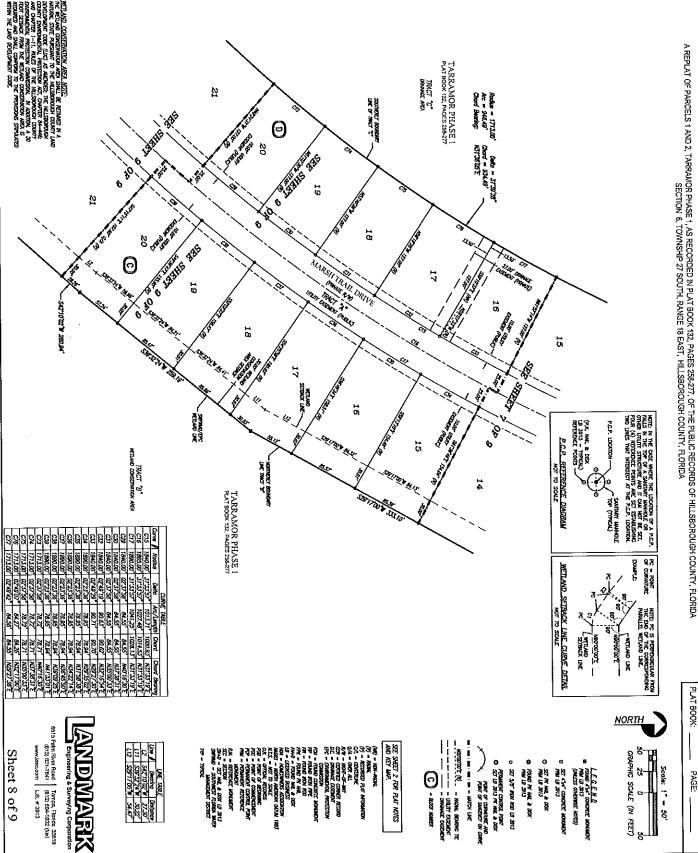


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