

SUBJECT: Citron Grove aka BeMac Townhomes Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 13, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Off-site Improvements (roads, drainage, water and wastewater) for Citron Grove aka BeMac, located in Section 35, Township 27, and Range 17, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction 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 \$375,581.88, a Warranty Bond in the amount of \$30,046.55, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements.

BACKGROUND:

On October 27, 2020, Permission to Construct Prior to Platting was issued for Citron Grove aka BeMac. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Mattamy Tampa/Sarasota, LLC and the engineer is Clearview land Design.



3010 W. Azalee Street Suite 150
Tampa, Florida 33609 (813) 223-9919

Legend

- Surveyed Boundary - 23.4 Acres ±
- Urban Service Area
- Fire Station
- Library
- Elementary School
- Middle School
- High School
- Sheriff's Office
- Major Projects

Vicinity Map



S: 35 T: 27 R: 17

Notes:
Clearview Land Design, or Hillsborough County make no warranty as to the accuracy, reliability, or completeness of any of the provided information provided herein.
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Beijing), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



1 inch = 3,000 feet
0 3,000 6,000 Feet

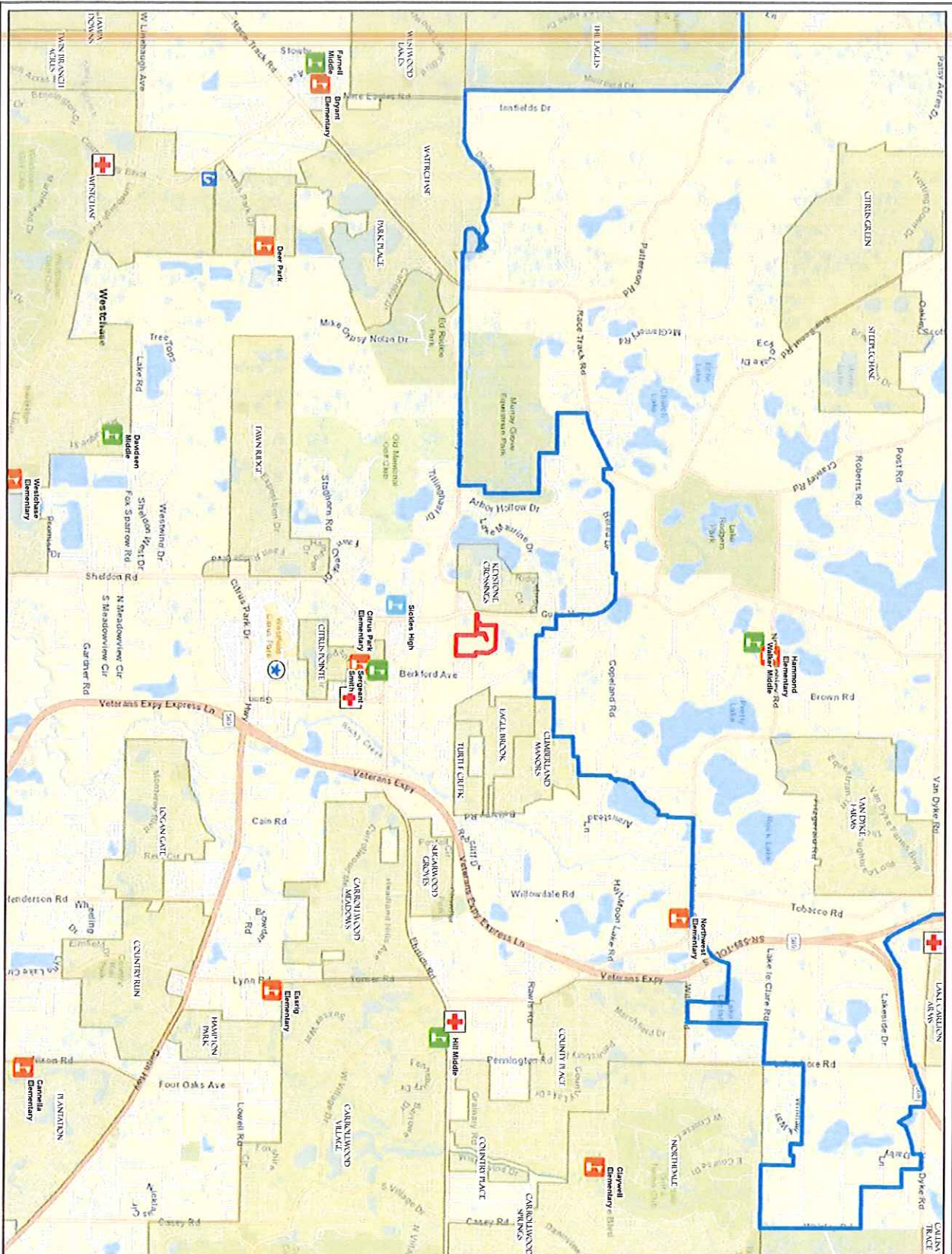
Figure: Vicinity Map

Project: BeMac Property

Hillsborough County

File Name: Bemac_Vicinity_20200203_1_wcs

Map Date: 2/3/2020 Map Prepared By: WCS



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

This Agreement is made and entered into this _____ day of _____, 2021, by and Mattamy Tampa/Sarasota 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, the plat of a subdivision known as CITRON GROVE; and

WHEREAS, the off-site improvements required by the LDC in connection with the subdivision known as CITRON GROVE are to be installed after recordation of said plat under guarantees posted with the County; 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 such off-site improvements will be installed; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Services Department drawings, plans, specifications and other information relating to the construction of the off-site improvements required in connection with the aforementioned plat; and";

WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site improvements; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

<u> X </u> Roads/Streets	<u> X </u> Water Mains/Services	<u> X </u> Stormwater Drainage Systems
<u> </u> Sanitary Gravity Sewer System	<u> X </u> Sanitary Sewer Distribution System	<u> </u> Bridges
<u> </u> Reclaimed Water Mains/Services	<u> </u> Sidewalks	<u> </u> Other:

_____ ; and

WHEREAS, the County required the Subdivider to warranty the aforementioned off-site 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 required 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 off-site 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 off-site improvements in connection with the subdivision known as CITRON GROVE 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, sidewalks, bridges, stormwater drainage systems, water, wastewater to be built and constructed in connection with the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Services Division by the Subdivider.

OffSite Improvements Description : The offsite improvements include pump station upgrades to the Hillsborough County Laurel Cove Pump Station, installation of an offsite forcemain and an offsite **water** main connection on Gunn Highway. There are also sidewalk, pavement and curb replacements associated

with this construction.

3. The Subdivider agrees to warranty all off-site improvement facilities located in connection with the subdivision known as CITRON GROVE 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, dated February 8, 2021 with Mattamy Tampa/Sarasota LLC as Principal, and Argonaut Insurance Company as Surety, and

A Warranty Bond, dated February 8, 2021 with Mattamy Tampa/Sarasota LLC as Principal, and Argonaut Insurance Company as Surety, and

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 Services Division; and
 - (b) All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies 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 CITRON GROVE 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 off-site improvement facilities for maintenance upon proper completion, approval by the County's Development Services Division, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met
 - d. In the event that the off-site 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 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
10th day of February, 2021.

ATTEST:


Witness Signature

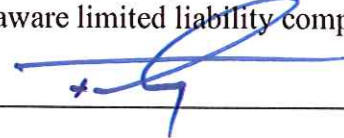
Thomas Griggs
Printed Name of Witness


Witness' Signature

JULIA REEVES
Printed Name of Witness

SUBDIVIDER:

By: Mattamy Tampa/Sarasota LLC,
a Delaware limited liability company


Name: Timothy Murray
Title: Vice President

4107 Crescent Park Drive, Riverview, FL 33578
Address of Signer

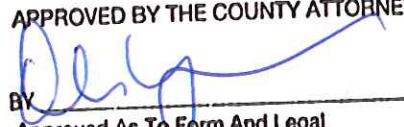
813-381-3838
Phone Number of Signer

ATTEST:

CLERK OF THE CIRCUIT COURT

HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____ By: _____
Chair Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this February 10, 2021 (date) by Timothy Murray, Vice President (name of officer or agent, title of officer or agent) of Mattamy Tampa/Sarasota LLC (name of corporation acknowledging) , a Delaware limited liability company (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment) Susan Greene

(Name typed, printed or stamped) Susan Greene

(Title or rank) Notary

(Serial number, if any) N/A



SUBDIVISION PERFORMANCE BOND

Bond No. SUR0066277

KNOW ALL MEN BY THESE PRESENTS, That we, Mattamy Tampa/Sarasota, LLC called the Principal, and Argonaut Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Three Hundred Seventy Five Thousand Five Hundred Eighty One and 88/100 (\$375,581.88) 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 of the following off-site improvements in accordance with the specifications found in the aforementioned land development regulations and in connection with the Citron Grove Subdivision roads, drainage, water and wastewater as specified on the Engineer's Cost Estimate for Citron Grove Off-Site Improvements; and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said off-site improvements are to be built and constructed in connection with the Citron Grove 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 Off-Site Improvements

(roads, drainage, water and wastewater), 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 off-site improvements (roads, drainage, water and wastewater) in connection with the platted area known as Citron Grove subdivision 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 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 May 13, 2022.

SIGNED, SEALED AND DATED this 8th day of February, 2021.

ATTEST:

Mattamy Tampa/Sarasota, LLC

Susan Greene

BY:

[Signature]

PRINCIPAL

(EAL)

Argonaut Insurance Company

SURETY

(SEAL)

ATTEST:

Dawn Morgan

[Signature]

James I. Moore, ATTORNEY-IN-FACT

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett, Martin Moss, Kelly A. Gardner, Melissa Schmidt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8th day of February, 2021.



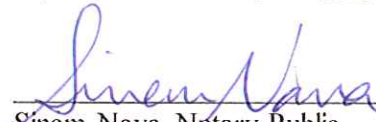
James Bluzard
James Bluzard, Vice President-Surety

State of Illinois }
 } ss.
County of DuPage }

On February 8, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021



Sinem Nava, Notary Public

Commission No. 859777



Summary For Performance Bond

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Streets and Drainage Facilities	\$	12,060.00
Water Distribution System	\$	77,425.00
Sewage Collection System	\$	<u>210,980.50</u>
Total Amount	\$	300,465.50
Security Amount (125% of Total)	\$	375,581.88


Christopher O'Kelley, FL. P.E. No. 70734
Clearview Land Design P.L.
Date Prepared: 2/4/2021

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Item	Quantity	Unit	Unit Price	Total Amount
Demo/Restore Sidewalk	115	LF	\$ 30.50	\$ 3,507.50
Demo/Restore Curb	35	LF	\$ 28.50	\$ 997.50
Sod Restoration	650	SY	\$ 2.70	\$ 1,755.00
Asphalt Restoration	40	SY	\$ 145.00	\$ 5,800.00
Total Streets and Drainage System				\$ 12,060.00

Engineers Cost Breakdown

Schedule: Water Distribution System

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Item	Quantity	Unit	Unit Price	Total Amount
Connect to Existing Water Main	1	EA	\$ 10,500.00	\$ 10,500.00
16" x 6" Tapping Sleeve & Valve	1	EA	\$ 7,700.00	\$ 7,700.00
20" Jack & Bore	115	LF	\$ 515.00	\$ 59,225.00
Total Water Distribution System				\$ 77,425.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Item	Quantity	Unit	Unit Price	Total Amount
Pump Station Upgrade - Laurel Cove	1	LS	\$ 100,000.00	\$ 100,000.00
Forcemain connection	1	EA	\$ 15,000.00	\$ 15,000.00
10" Directional Bore	270	LF	\$ 200.00	\$ 54,000.00
4" Fusible PVC	270	LF	\$ 20.00	\$ 5,400.00
4" PVC	240	LF	\$ 35.00	\$ 8,400.00
4" Plug Valve Assembly	5	EA	\$ 860.00	\$ 4,300.00
4" MJ Bend	14	EA	\$ 300.00	\$ 4,200.00
4" MJ Tee	1	EA	\$ 390.00	\$ 390.00
Air Release Valve	2	EA	\$ 9,250.00	\$ 18,500.00
Pressure Testing	510	LF	\$ 1.55	\$ 790.50
Total Sewage Collection System				\$ 210,980.50

WARRANTY BOND

Bond No. SUR0066278

KNOW ALL MEN BY THESE PRESENTS, That we, Mattamy Tampa/Sarasota, LLC called the Principal and Argonaut Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Thirty Thousand, Forty Six Dollar and 55/100 (\$30,046.55) 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 Off-Site 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 off-site improvement facilities (roads, drainage, water and wastewater) for maintenance constructed in connection with the platted subdivision known as Citron Grove; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the off-site improvement facilities (roads, drainage, water and wastewater that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site improvements 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 Warranty of Required Off-Site

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 off-site (roads, drainage, water and wastewater) improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as Citron Grove 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 off-site improvements, so that said off-site 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 May 13, 2024.

SIGNED, SEALED AND DATED this 8th day of February, 2021.

ATTEST:

Mattamy Tampa/Sarasota, LLC

Swam Greene

BY:

[Signature]

PRINCIPAL

(SEAL)

Argonaut Insurance Company

SURETY

(SEAL)

ATTEST:

Dawn Morgan

[Signature]

James I. Moore, ATTORNEY-IN-FACT

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal
Sufficiency.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett, Martin Moss, Kelly A. Gardner, Melissa Schmidt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



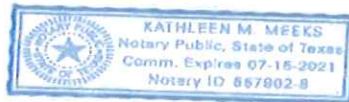
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8th day of February, 20 21.



James Bluzard

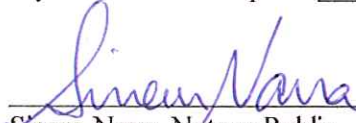
James Bluzard, Vice President-Surety

State of Illinois }
 } ss.
County of DuPage }

On February 8, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021



Sinem Nava, Notary Public



Commission No. 859777

Summary For Warranty Bond

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Streets and Drainage Facilities	\$	12,060.00
Water Distribution System	\$	77,425.00
Sewage Collection System	\$	<u>210,980.50</u>
Total Amount	\$	300,465.50
Security Amount (10% of Total)	\$	30,046.55



Christopher O'Kelley, FL P.E. No. 70734
Clearview Land Design P.L.
Date Prepared: 2/4/2021

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Item	Quantity	Unit	Unit Price	Total Amount
Demo/Restore Sidewalk	115	LF	\$ 30.50	\$ 3,507.50
Demo/Restore Curb	35	LF	\$ 28.50	\$ 997.50
Sod Restoration	650	SY	\$ 2.70	\$ 1,755.00
Asphalt Restoration	40	SY	\$ 145.00	\$ 5,800.00
Total Streets and Drainage System				\$ 12,060.00

Engineers Cost Breakdown

Schedule: Water Distribution System

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Item	Quantity	Unit	Unit Price	Total Amount
Connect to Existing Water Main	1	EA	\$ 10,500.00	\$ 10,500.00
16" x 6" Tapping Sleeve & Valve	1	EA	\$ 7,700.00	\$ 7,700.00
20" Jack & Bore	115	LF	\$ 515.00	\$ 59,225.00
Total Water Distribution System				\$ 77,425.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

CITRON GROVE - Offsite

FOLIO NUMBERS 002854-0000, 002855-0600, 002855-0700, 002855-1000, 002855-5000

Item	Quantity	Unit	Unit Price	Total Amount
Pump Station Upgrade - Laurel Cove	1	LS	\$ 100,000.00	\$ 100,000.00
Forcemain connection	1	EA	\$ 15,000.00	\$ 15,000.00
10" Directional Bore	270	LF	\$ 200.00	\$ 54,000.00
4" Fusible PVC	270	LF	\$ 20.00	\$ 5,400.00
4" PVC	240	LF	\$ 35.00	\$ 8,400.00
4" Plug Valve Assembly	5	EA	\$ 860.00	\$ 4,300.00
4" MJ Bend	14	EA	\$ 300.00	\$ 4,200.00
4" MJ Tee	1	EA	\$ 390.00	\$ 390.00
Air Release Valve	2	EA	\$ 9,250.00	\$ 18,500.00
Pressure Testing	510	LF	\$ 1.55	\$ 790.50
Total Sewage Collection System				\$ 210,980.50