

**SUBJECT:** Cypress Mill Phase 3  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** April 13, 2021  
**CONTACT:** Lee Ann Kennedy

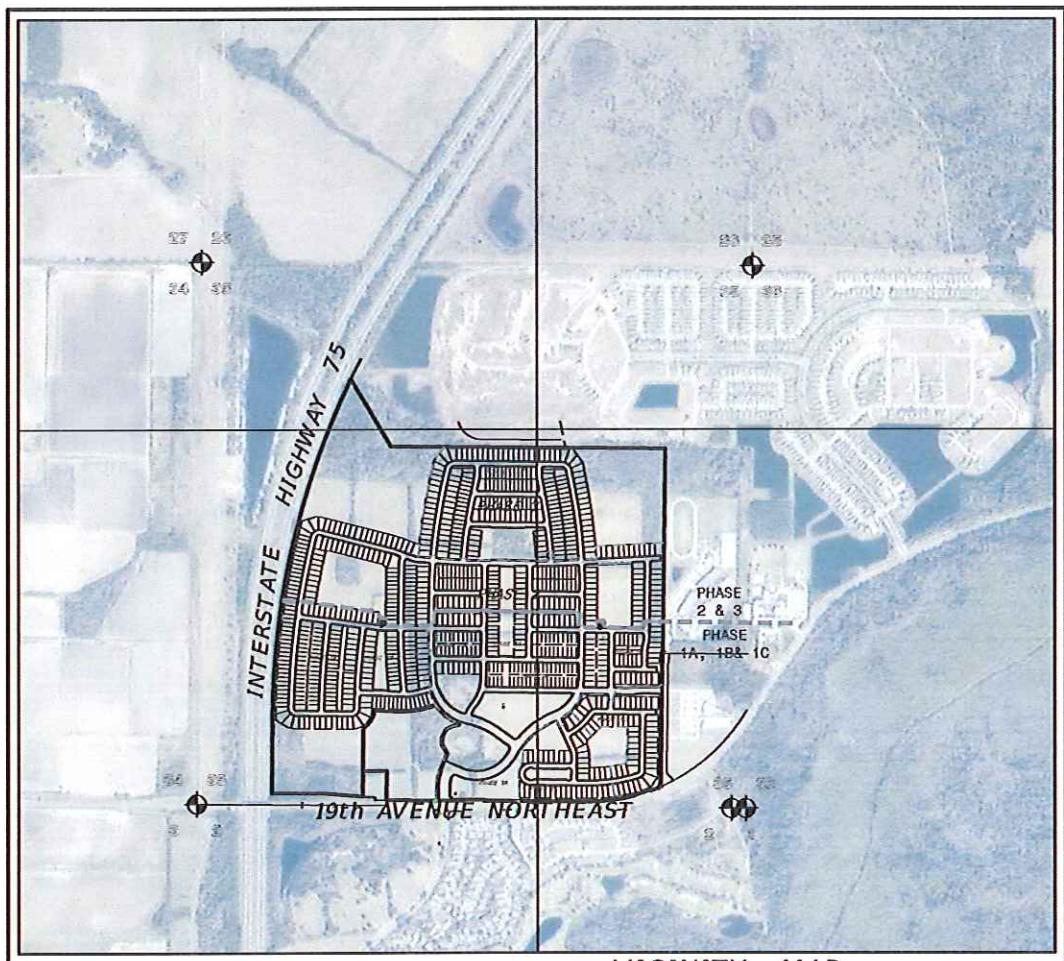
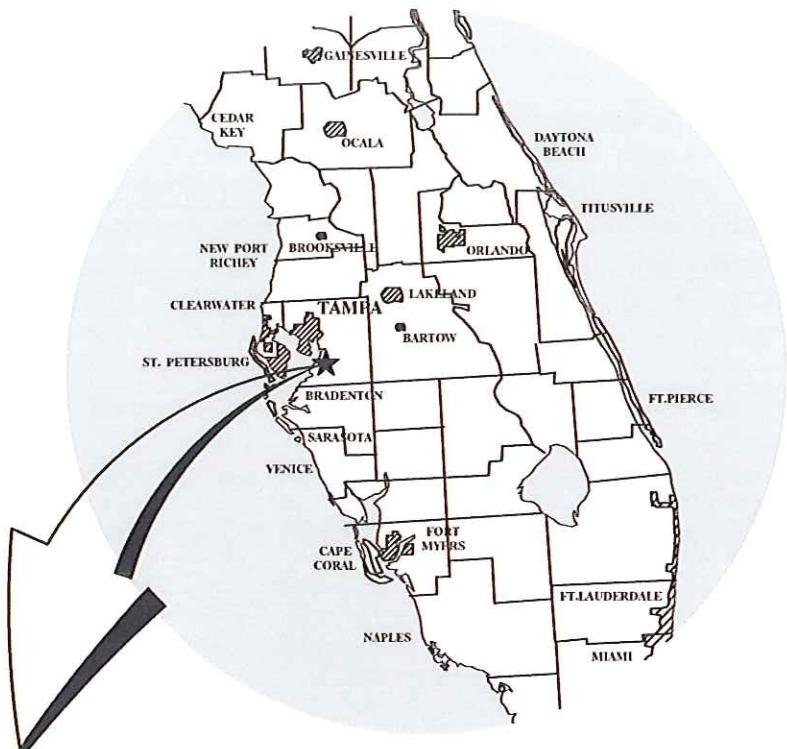
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**RECOMMENDATION:**

Accept the plat for recording for Cypress Mill Phase 3, located in Section 35, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, 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 \$3,787,035.44, a Warranty Bond in the amount of \$202,995.16, 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 \$9,125.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On August 16, 2019, Permission to Construct Prior to Platting was issued for Cypress Mill Phase 3. 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 Clearview land Design.



VICINITY MAP  
HILLSBOROUGH COUNTY, FLORIDA  
SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lennar Homes, LLC, a Florida Limited Liability Company 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 and 125, 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 CYPRESS MILL PHASE 3 Subdivision.

**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 improvements will be installed; and

**WHEREAS**, the improvements required by the LDC in the subdivision known as CYPRESS MILL PHASE 3 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 Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and easements and rights-of-way as shown on such plat, 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 improvements in the platted area; 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:

<input checked="" type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input checked="" type="checkbox"/> Stormwater Drainage Systems
<input 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 type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:

; and

**WHEREAS**, the County required 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 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 improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as CYPRESS MILL PHASE 3 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, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater 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 Services Department by the Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in CYPRESS MILL PHASE 3 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 2/18/2021 with Lennar Homes LLC as Principal, and Fidelity and Deposit Company of Maryland as Surety, and  
A Warranty Bond, dated 2/18/2021 with Lennar Homes LLC as Principal, and Fidelity and Deposit Company of Maryland as Surety, and
  - c. Escrow Agreements, dated \_\_\_\_\_, between \_\_\_\_\_ and the County, or
  - d. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_, dated \_\_\_\_\_.

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

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies 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 CYPRESS MILL PHASE 3 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 Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. 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 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 this 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:



Witness' Signature



Printed Name of Witness



Witness' Signature



Printed Name of Witness



NOTARY PUBLIC  
CORPORATE SEAL

ATTEST:

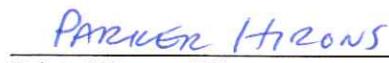
CLERK OF THE CIRCUIT COURT

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

SUBDIVIDER:

By: Lennar Homes, LLC, a Florida Limited  
Liability Company

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



Printed Name of Signer



Title

4600 W. CYPRESS ST., STE 300, TAMPA, FL 33607

Address of Signer

813-574-5658

Phone Number of Signer

HILLSBOROUGH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED BY THE COUNTY ATTORNEY



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 5<sup>th</sup>, 2021 (date) by Parker Herons (name of officer or agent, Authorized Agent title of officer or agent) of LENNAR HOMES - LLC (name of corporation acknowledging), a Florida (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.

[Notary Seal]



Notary Public

Kristen Joseph

Kristen Joseph

Name typed, printed or stamped

My Commission Expires: April 21, 2021

**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 Seven Hundred Eighty Seven Thousand Thirty Five and 44/100 (\$3,787,035.44) 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 and drainage, water, sewer and other necessary facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement 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 CYPRESS MILL PHASE 3 subdivision all roads and drainage, water, sewer and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development 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 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 18<sup>th</sup> day of February, 2021.

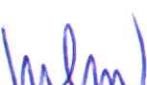
ATTEST:

Inette Bauers

Lennar Homes, LLC, a Florida limited liability company  
BY:   
PRINCIPAL (SEAL)

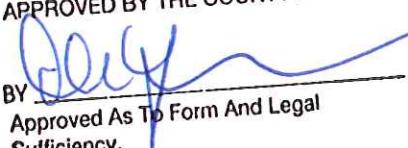
Fidelity and Deposit Company of Maryland  
SURETY (SEAL)

ATTEST:

Mechelle Larkin, Attorney-in-Fact

My Hua, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

  
BY Approved As To Form And Legal  
Sufficiency.

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** 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 17th day of December A.D. 2020.



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 17th day of December, 2020, 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, Notary Public  
My Commission Expires: July 9, 2023

## Summary For Performance Bond

### **CYPRESS MILL PHASE 3** **FOLIO NUMBERS 054245.0000 & 054245.0200**

Streets and Drainage Facilities	\$ 2,247,328.50
Water Distribution System	\$ 297,003.50
Sewage Collection System	\$ <u>485,296.35</u>
Total Amount	\$ 3,029,628.35
<b>Security Amount (125% of Total)</b>	<b>\$ 3,787,035.44</b>

Christopher O'Kelley, FL, P.E. No. 70734  
Clearview Land Design, P.L.  
Date Prepared: 2/1/2021

**Engineers Cost Breakdown**

**Schedule: Streets & Drainage Facilities**

**CYPRESS MILL PHASE 3**

**FOLIO NUMBERS 054245.0000 & 054245.0200**

Item	Quantity	Unit	Unit Price	Total Amount
Mobilization	1	LS	\$ 42,500.00	\$ 42,500.00
NPDES Compliance	1	LS	\$ 7,950.00	\$ 7,950.00
Construction Staking, Record Survey	1	LS	\$ 107,000.00	\$ 107,000.00
Construction Entrance	1	EA	\$ 4,000.00	\$ 4,000.00
Silt Fence	5,190	LF	\$ 1.35	\$ 7,006.50
Demolition	1,525	LF	\$ 1.50	\$ 2,287.50
Clearing & Grubbing	1	LS	\$ 87,000.00	\$ 87,000.00
Strip/ Prep Site	1	LS	\$ 60,000.00	\$ 60,000.00
Site Excavation	82,663	CY	\$ 3.10	\$ 256,255.30
Imported Fill	22,435	CY	\$ 10.00	\$ 224,350.00
Sod 2' BOC	2,620	SY	\$ 2.65	\$ 6,943.00
Sod Pond Slopes	5,678	SY	\$ 2.65	\$ 15,046.70
Seed & Mulch right of way	14,415	SY	\$ 0.25	\$ 3,603.75
Seed & Mulch Disturbed Areas	139,550	SY	\$ 0.25	\$ 34,887.50
Final Grading	1	LS	\$ 51,000.00	\$ 51,000.00
Saw-Cut and Tie-to Existing Pavement & Curb or Shoulder	1	LS	\$ 535.00	\$ 535.00
1 1/2" Type SP Asphalt	13,855	SY	\$ 10.70	\$ 148,248.50
8" Cement Treated Base Course	13,855	SY	\$ 16.55	\$ 229,300.25
12" Compacted Subgrade	13,855	SY	\$ 1.75	\$ 24,246.25
Stabilized Curb Pad	11,765	LF	\$ 2.55	\$ 30,000.75
Miami Curb	11,446	LF	\$ 10.75	\$ 123,044.50
Type 'D' Trench Curb	345	LF	\$ 12.60	\$ 4,347.00
Drop Curb	319	LF	\$ 20.45	\$ 6,523.55
4" Concrete Sidewalk	13,400	SF	\$ 4.40	\$ 58,960.00
ADA Sidewalk Ramp	12	EA	\$ 945.00	\$ 11,340.00
Signing and Pavement Marking	1	LS	\$ 7,200.00	\$ 7,200.00
CONNECT TO EXISTING STORM	3	EA	\$ 5,350.00	\$ 16,050.00
15" CLASS III RCP	360	LF	\$ 32.15	\$ 11,574.00
Remove and Replace 15" Class III RCP Storm	32	LF	\$ 90.00	\$ 2,880.00
18" CLASS III RCP	1,785	LF	\$ 38.50	\$ 68,722.50
24" CLASS III RCP	945	LF	\$ 52.45	\$ 49,565.25
30" CLASS III RCP	660	LF	\$ 73.75	\$ 48,675.00
36" CLASS III RCP	180	LF	\$ 95.35	\$ 17,163.00
42" CLASS III RCP	195	LF	\$ 125.00	\$ 24,375.00
48" CLASS III RCP	330	LF	\$ 165.00	\$ 54,450.00
54" CLASS III RCP	145	LF	\$ 225.00	\$ 32,625.00
TYPE "1" CURB INLET	25	EA	\$ 5,250.00	\$ 131,250.00
TYPE "2" CURB INLET	1	EA	\$ 5,050.00	\$ 5,050.00
TYPE "1" CURB INLET w/ J Bottom	5	EA	\$ 8,700.00	\$ 43,500.00
TYPE "2" CURB INLET w/ J Bottom	1	EA	\$ 8,850.00	\$ 8,850.00
Type P Manhole	7	EA	\$ 2,550.00	\$ 17,850.00
Type J Manhole	3	EA	\$ 4,600.00	\$ 13,800.00
6" Underdrain	4,762	LF	\$ 13.35	\$ 63,572.70
6" UD Cleanout	32	EA	\$ 225.00	\$ 7,200.00
Dewatering	4,600	LF	\$ 8.50	\$ 39,100.00
Storm Sewer Testing	1	LS	\$ 37,500.00	\$ 37,500.00
<b>Total Streets and Drainage System</b>				<b>\$ 2,247,328.50</b>

## Engineers Cost Breakdown

### Schedule: Water Distribution System

#### CYPRESS MILL PHASE 3

FOLIO NUMBERS 054245.0000 & 054245.0200

Item	Quantity	Unit	Unit Price	Total Amount
Connect to Existing 8" Water Main	2	EA	\$ 1,050.00	\$ 2,100.00
Connect to Existing 6" Water Main	2	EA	\$ 1,050.00	\$ 2,100.00
Temporary Construction Meter (Install and Remove)	1	EA	\$ 11,500.00	\$ 11,500.00
8" PVC Water Main	2,845	LF	\$ 21.30	\$ 60,598.50
6" PVC Water Main	3,150	LF	\$ 13.75	\$ 43,312.50
8" Gate Valve	10	EA	\$ 1,450.00	\$ 14,500.00
6" Gate Valves	19	EA	\$ 1,000.00	\$ 19,000.00
8" MJ Bend	16	EA	\$ 295.00	\$ 4,720.00
6" MJ Bend	18	EA	\$ 205.00	\$ 3,690.00
8" MJ Tee	2	EA	\$ 405.00	\$ 810.00
6" MJ Tee	4	EA	\$ 325.00	\$ 1,300.00
Fire Hydrant Assembly	12	EA	\$ 4,300.00	\$ 51,600.00
Single Service Assembly-Short	101	EA	\$ 330.00	\$ 33,330.00
Single Service Assembly-Long	96	EA	\$ 400.00	\$ 38,400.00
2" Commercial Water Service	1	EA	\$ 1,050.00	\$ 1,050.00
Testing	5,995	LF	\$ 1.50	\$ 8,992.50
<b>Total Water Distribution System</b>				<b>\$ 297,003.50</b>

## Engineers Cost Breakdown

### Schedule: Sewage Collection System

#### CYPRESS MILL PHASE 3

FOLIO NUMBERS 054245.0000 & 054245.0200

Item	Quantity	Unit	Unit Price	Total Amount
CONNECT TO EXISTING MANHOLE	4	EA	\$ 8,900.00	\$ 35,600.00
8" PVC Pipe (0'-6' cut)	578	LF	\$ 17.50	\$ 10,115.00
8" PVC Pipe (6'-8' cut)	1,591	LF	\$ 18.55	\$ 29,513.05
8" PVC Pipe (8'-10' cut)	1,236	LF	\$ 19.80	\$ 24,472.80
8" PVC Pipe (10'-12' cut)	1,990	LF	\$ 21.45	\$ 42,685.50
8" PVC Pipe (12'-14' cut)	224	LF	\$ 25.10	\$ 5,622.40
Standard Manhole (0'-6' cut)	7	EA	\$ 3,400.00	\$ 23,800.00
Standard Manhole (6'-8' cut)	7	EA	\$ 3,700.00	\$ 25,900.00
Standard Manhole (8'-10' cut)	4	EA	\$ 3,950.00	\$ 15,800.00
Standard Manhole (10'-12' cut)	5	EA	\$ 4,300.00	\$ 21,500.00
4" Single Service (Including all fittings)	17	EA	\$ 815.00	\$ 13,855.00
6" Double Service Assembly (Including all fittings)	89	EA	\$ 1,100.00	\$ 97,900.00
Dewatering (If necessary)	5,619	LF	\$ 15.40	\$ 86,532.60
Testing	1	LS	\$ 52,000.00	\$ 52,000.00
Total Sewage Collection System				\$ 485,296.35

**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 Two Hundred Two Thousand Nine Hundred Ninety Five and 16/100 (\$202,995.16) 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 and drainage, water and wastewater) for maintenance in the approved platted subdivision known as CYPRESS MILL PHASE 3; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (all roads and drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads and drainage as referenced above, 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 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 THIS OBLIGATION ARE SUCH THAT:**

- A.** If the Principal shall warrant for a period of two years following the date of acceptance of the roads and drainage, water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as **CYPRESS MILL PHASE 3** 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 May 13, 2024.**

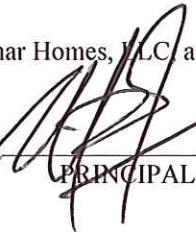
**SIGNED, SEALED AND DATED** this 18<sup>th</sup> day of February, 2021.

ATTEST:



Lennar Homes, LLC a Florida limited liability company

BY:

 PRINCIPAL

(SEAL)

ATTEST:



Mechelle Larkin, Attorney-in-Fact

Fidelity and Deposit Company of Maryland

SURETY

(SEAL)

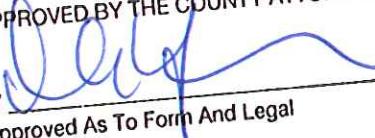


My Hua, ATTORNEY-IN-FACT

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY

  
Approved As To Form And Legal  
Sufficiency.

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 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 17th day of December A.D. 2020.



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 17th day of December, 2020, 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, Notary Public  
My Commission Expires: July 9, 2023

## Summary For Warranty Bond

### **CYPRESS MILL PHASE 3 FOLIO NUMBERS 054245.0000 & 054245.0200**

Streets and Drainage Facilities	\$ 1,359,944.20
Water Distribution System	\$ 272,311.00
Sewage Collection System	\$ <u>397,696.35</u>
Total Amount	\$ 2,029,951.55
<b>Security Amount (10% of Total)</b>	<b>\$ 202,995.16</b>

Christopher O'Kelley, FL. P.E. No. 70734  
Clearview Land Design P.L.  
Date Prepared: 2/1/2021



## Engineers Cost Breakdown

### Schedule: Streets & Drainage Facilities

#### CYPRESS MILL PHASE 3

FOLIO NUMBERS 054245.0000 & 054245.0200

Item	Quantity	Unit	Unit Price	Total Amount
Sod 2' BOC	2,620	SY	\$ 2.65	\$ 6,943.00
Sod Pond Slopes	5,678	SY	\$ 2.65	\$ 15,046.70
Seed & Mulch right of way	14,415	SY	\$ 0.25	\$ 3,603.75
Seed & Mulch Disturbed Areas	139,550	SY	\$ 0.25	\$ 34,887.50
1 1/2" Type SP Asphalt	13,855	SY	\$ 10.70	\$ 148,248.50
8" Cement Treated Base Course	13,855	SY	\$ 16.55	\$ 229,300.25
12" Compacted Subgrade	13,855	SY	\$ 1.75	\$ 24,246.25
Stabilized Curb Pad	11,765	LF	\$ 2.55	\$ 30,000.75
Miami Curb	11,446	LF	\$ 10.75	\$ 123,044.50
Type 'D' Trench Curb	345	LF	\$ 12.60	\$ 4,347.00
Drop Curb	319	LF	\$ 20.45	\$ 6,523.55
4" Concrete Sidewalk	13,400	SF	\$ 4.40	\$ 58,960.00
ADA Sidewalk Ramp	12	EA	\$ 945.00	\$ 11,340.00
Signing and Pavement Marking	1	LS	\$ 7,200.00	\$ 7,200.00
CONNECT TO EXISTING STORM	3	EA	\$ 5,350.00	\$ 16,050.00
15" CLASS III RCP	360	LF	\$ 32.15	\$ 11,574.00
Remove and Replace 15" Class III RCP Storm	32	LF	\$ 90.00	\$ 2,880.00
18" CLASS III RCP	1,785	LF	\$ 38.50	\$ 68,722.50
24" CLASS III RCP	945	LF	\$ 52.45	\$ 49,565.25
30" CLASS III RCP	660	LF	\$ 73.75	\$ 48,675.00
36" CLASS III RCP	180	LF	\$ 95.35	\$ 17,163.00
42" CLASS III RCP	195	LF	\$ 125.00	\$ 24,375.00
48" CLASS III RCP	330	LF	\$ 165.00	\$ 54,450.00
54" CLASS III RCP	145	LF	\$ 225.00	\$ 32,625.00
TYPE "1" CURB INLET	25	EA	\$ 5,250.00	\$ 131,250.00
TYPE "2" CURB INLET	1	EA	\$ 5,050.00	\$ 5,050.00
TYPE "1" CURB INLET w/ J Bottom	5	EA	\$ 8,700.00	\$ 43,500.00
TYPE "2" CURB INLET w/ J Bottom	1	EA	\$ 8,850.00	\$ 8,850.00
Type P Manhole	7	EA	\$ 2,550.00	\$ 17,850.00
Type J Manhole	3	EA	\$ 4,600.00	\$ 13,800.00
6" Underdrain	4,762	LF	\$ 13.35	\$ 63,572.70
6" UD Cleanout	32	EA	\$ 225.00	\$ 7,200.00
Dewatering	4,600	LF	\$ 8.50	\$ 39,100.00
<b>Total Streets and Drainage System</b>				<b>\$ 1,359,944.20</b>

Engineers Cost Breakdown

Schedule: Water Distribution System

CYPRESS MILL PHASE 3

FOLIO NUMBERS 054245.0000 & 054245.0200

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC Water Main	2,845	LF	\$ 21.30	\$ 60,598.50
6" PVC Water Main	3,150	LF	\$ 13.75	\$ 43,312.50
8" Gate Valve	10	EA	\$ 1,450.00	\$ 14,500.00
6" Gate Valves	19	EA	\$ 1,000.00	\$ 19,000.00
8" MJ Bend	16	EA	\$ 295.00	\$ 4,720.00
6" MJ Bend	18	EA	\$ 205.00	\$ 3,690.00
8" MJ Tee	2	EA	\$ 405.00	\$ 810.00
6" MJ Tee	4	EA	\$ 325.00	\$ 1,300.00
Fire Hydrant Assembly	12	EA	\$ 4,300.00	\$ 51,600.00
Single Service Assembly-Short	101	EA	\$ 330.00	\$ 33,330.00
Single Service Assembly-Long	96	EA	\$ 400.00	\$ 38,400.00
2" Commercial Water Service	1	EA	\$ 1,050.00	\$ 1,050.00
<b>Total Water Distribution System</b>				<b>\$ 272,311.00</b>

**Engineers Cost Breakdown**

**Schedule: Sewage Collection System**

**CYPRESS MILL PHASE 3**

**FOLIO NUMBERS 054245.0000 & 054245.0200**

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC Pipe (0'-6' cut)	578	LF	\$ 17.50	\$ 10,115.00
8" PVC Pipe (6'-8' cut)	1,591	LF	\$ 18.55	\$ 29,513.05
8" PVC Pipe (8'-10' cut)	1,236	LF	\$ 19.80	\$ 24,472.80
8" PVC Pipe (10'-12' cut)	1,990	LF	\$ 21.45	\$ 42,685.50
8" PVC Pipe (12'-14' cut)	224	LF	\$ 25.10	\$ 5,622.40
Standard Manhole (0'-6' cut)	7	EA	\$ 3,400.00	\$ 23,800.00
Standard Manhole (6'-8' cut)	7	EA	\$ 3,700.00	\$ 25,900.00
Standard Manhole (8'-10' cut)	4	EA	\$ 3,950.00	\$ 15,800.00
Standard Manhole (10'-12' cut)	5	EA	\$ 4,300.00	\$ 21,500.00
4" Single Service (Including all fittings)	17	EA	\$ 815.00	\$ 13,855.00
6" Double Service Assembly (Including all fittings)	89	EA	\$ 1,100.00	\$ 97,900.00
Dewatering (If necessary)	5,619	LF	\$ 15.40	\$ 86,532.60
Total Sewage Collection System				\$ 397,696.35

**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, a Florida Limited Liability Company, 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 and 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 CYPRESS MILL PHASE 3; 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 CYPRESS MILL PHASE 3 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; and

**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 CYPRESS MILL PHASE 3 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, dated 7/18/2021, with Lennar Homes LLC as Principal, and Fidelity and Deposit Company of Maryland as Surety, or
- d. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_

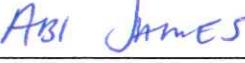
Copy(ies) of said Letter of Credit, Performance Bonds, Escrow Agreements, or Cashier/Certified Checks is/are attached hereto and by reference made a part hereof.

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 CYPRESS MILL PHASE 3 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 \_\_\_\_\_, 2021.

ATTEST:

  
Witness' Signature

  
ABI James  
Printed Name of Witness

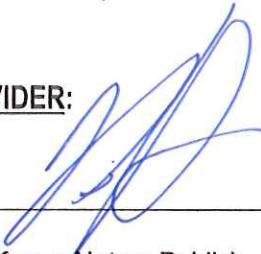
  
Witness' Signature

  
Inette Bauers  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

SUBDIVIDER:

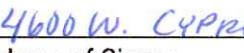
By:

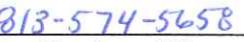
  
(Sign before a Notary Public)

  
PARKER HIRONS  
Printed Name of Signer

  
AUTHORIZED AGENT

Title of Signer

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

  
813-574-5658

Phone Number of Signer

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY  
By:

Chairman

CLERK OF CIRCUIT COURT, FLORIDA

By:

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 5<sup>th</sup>, 2021 (date) by Parker Hirons (name of officer or agent, Authorized Agent title of officer or agent) of LENNAHomes LLC (name of corporation acknowledging), a Florida (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.

[Notary Seal]



Kristen Joseph

Notary Public

Kristen Joseph

Name typed, printed or stamped

My Commission Expires: April 21, 2021

**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 Nine Thousand One Hundred Twenty Five and 00/100 (9,125.00) 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 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 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 **CYPRESS MILL PHASE 3** 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 May 13, 2023.

**SIGNED, SEALED AND DATED** this 18<sup>th</sup> day of February, 2021.

ATTEST:

Darlene Bauers

Lennar Homes, LLC a Florida limited liability company  
BY:   
(PRINCIPAL) (SEAL)

Fidelity and Deposit Company of Maryland  
SURETY (SEAL)

ATTEST:

Mechelle Larkin  
Mechelle Larkin, Attorney-in-Fact

My Hua, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY  
Beth  
BY Beth  
Approved As To Form And Legal  
Sufficiency.

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** 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 17th day of December A.D. 2020.



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 17th day of December, 2020, 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, Notary Public  
My Commission Expires: July 9, 2023

## **Summary For Performance Bond**

### **CYPRESS MILL PHASE 2** **FOLIO NUMBERS 054245.0000 & 054245.0200**

Set All PCPs & Lot Corners	\$7,300.00
Total Amount	\$ 7,300.00
<b>Security Amount (125% of Total)</b>	<b>\$ 9,125.00</b>

Christopher O'Kelley, FL, P.E. No. 70734  
Clearview Land Design P.L.C.  
Date Prepared: 2/1/2021

**Engineers Cost Breakdown**

**Schedule: Permanent Control Points (PCPs) & Lot Corners**

**CYPRESS MILL PHASE 2**

**FOLIO NUMBERS 054245.0000 & 054245.0200**

Item	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 7,300.00	\$ 7,300.00
<b>Total PCPs &amp; Lot Corners</b>				<b>\$7,300.00</b>

CYPRUS MID PHASE E

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

**DESCRIPTION:** A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

8877211008 \$4.375 AERSE, MERE ET less.

**BOARD OF COUNTY COMMISSIONERS**

This plat has been approved for recordation.

Chai

---

Date

**CLERK OF CIRCUIT COURT**  
County of Hillsborough  
State of Florida  
I, [REDACTED] hereby certify that this subdivision plan meets

been tried for record in that book \_\_\_\_\_, page \_\_\_\_\_.

סבבאי ריב אונטראיו

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

**PLAT APPROVAL:** This plat has been reviewed in accordance with the Florida Statutes, Section 177.081 for Chapter conformity. The geometric data has not been verified.

Reviewed by: \_\_\_\_\_  
Florida Professional Surveyor and Mapper, License No. \_\_\_\_\_

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplemented in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat; that may be found in the Public Records of this County.

NUMERICAL

**SUBDIVISIONS - CERTIFICATE**

I, the undersigned surveyor, hereby certify that this plotted Subdivision is a correct representation of the boundaries of the land being subdivided; that this plan was prepared under my direction and super vision and complies with all the survey requirements of Chapter 177, 1. Florida Statutes, and the Hillsborough County Land Development Code, and one of the requirements of the Florida Building Code, FBC 2012, as shown on the attached Plat of Survey, dated 10/10/2014, for the Plat of Subdivision No. 10 (Formerly known as Subdivision No. 10) located in the City of Pinellas Park, Florida.

Moreover, and all other information contained in this plan, except as set forth in Chapter 177, Florida Statutes, will be set within the time period of 12 months from the date of recording.

Given at the Subdivision No. 10 in the City of Pinellas Park, Florida on 10/10/2014.

\_\_\_\_\_  
Surveyor's Signature

**AMMERRITT, INC.**, (Certificate of Authorization Number 1B7778)  
3010 W. Azee Street, Suite 150  
Tampa, Florida 33600

Arthur W. Merritt, (License No. LS4498)

Joe Nas: AMI-LCF-CM-021  
PHONE /813) 221-5200  
Tampa, FL 33609

# CYPRESS MILL PHASE 3

## SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

### NOTES:

1. Northing and Easting coordinates (indicated in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida, have been established by minimum of third order accuracy, and are supplemental data only, as established from a RTK GPS Network and verified by horizontal control monument. Control point used for originating coordinates: National Geodetic Survey (NGS) Control Station "SHOLIN".
2. Subdivision plots by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plot may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.
3. All plated utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
4. Draining easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds, as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
5. Lands being platted herein are benefited by and subject to the following:

- a. Declaration of Use Restrictions in Official Records Book 25504, Page 1453.
- b. Notice of Establishment of the Cypress Mill Community Development District in Official Records Book 25978, Page 1347.
- c. Cypress Mill Club Plan in Official Records Book 26135, Page 819.
- d. Community Declaration for Cypress Mill in Official Records Book 26146, Page 1182.
- e. Agreement to Convey or Dedicate in Official Records Instrument No. 2020106608.
- f. Temporary Office Drainage Easement in Official Records Book 26020, Page B89. (Survey Comment: This Easement is temporary in nature and will automatically terminate and become null and void as to the Easement Area, or the applicable portion thereof, at such time as either (a) a permanent easement(s) providing equivalent rights is provided in favor of Grantee by this plan or other recorded instrument, or (b) the easement Area, or applicable portion thereof, is dedicated or conveyed to Grantee by plan and/or other recorded instrument. Such termination shall be automatic as to the applicable portion of the Easement Area or the instrument that provides for the applicable permanent easement(s) or conveyance(s) without further act by, joinder or consent of, or instrument from Grantee. This Grant shall terminate in its entirety upon termination of the last portion of the Easement as described.)

**DEDICATION:** The undersigned, LENNAR HOMES, LLC, a Florida limited liability company, ("Owner"), as the fee simple owner of the lands platted herein does hereby dedicate this plot of CYPRESS MILL PHASE 3, for record.

Owner does hereby dedicate to the public in general and to Hillsborough County, Florida (the "County") all (Public) streets, roads, and rights-of-way, as shown herein.

Owner does hereby dedicate the Additional (Public) right-of-way for KING CREEK DRIVE as shown herein, to the public in general and to the County for the benefit of the public.

Owner does hereby dedicate to the public in general, and to the County all of the Utility Easements not designated as (CDD) Utility Easements, as shown herein for access and utility purposes and other purposes incidental thereto.

Owner does further dedicate to the public in general, and to the County all of the (Public) Drainage Easements, as shown herein for drainage purposes and other purposes: Incidental theories.

(CDD) Utility Easement, as shown herein, is hereby reserved by Owner for conveyance to the Cypress Mill Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes (the "District" or "CDD"), or other custodial and maintenance entity, subsequent to the recording of this plot, for the benefit of the lot owners within the subdivision. Said easement is not dedicated to the public in general and will be maintained by the District, or other custodial and maintenance entity.

Owner does hereby state and declare the following:

Plot incorrect in TRACTS "B-12", "B-23", "B-24" and "B-25", as shown herein, are hereby reserved by the Owner for recording by separate instrument to the District, or other custodial and maintenance entity, subsequent to the recording of this plot, for the benefit of the lot owners within the subdivision.

TRACTS "B-12", "B-23", "B-24" and "B-25", including all Areas within such Tracts, and private easements are subject to any and all easements dedicated to public use as shown on this Plat.

The maintenance of said Owner-reserved Tracts, Areas and private easements will be the responsibility of the Owner, its assigns and its successors in title, which may include the District or other custodial and maintenance entity.

LENNAR HOMES, LLC, a Florida limited liability company - OWNER

Markin L. Metheny Jr., as Vice President

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough  
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
day of 20, by Markin L. Metheny Jr., as Vice President of Lennar Homes, LLC, a Florida limited liability company  
on behalf of the company/corporation, personally known to me, or has produced ac  
identification.

Notary Public, State of Florida at Large  
(Printed Name of Notary)

My Commission expires:  
Commission Number:

### TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-12"	(CDD) DRAINAGE AREA; (CDD) OPEN SPACE; WETLAND CONSERVATION AREA; PUBLIC DRAINAGE EASEMENT	1.5991 Ac. <sup>±</sup>
TRACT "B-23"	(CDD) OPEN SPACE; WETLAND CONSERVATION AREA; UTILITY EASEMENT; (PUBLIC) PEDESTRIAN ACCESS EASEMENT	4.153 Ac. <sup>±</sup>
TRACT "B-24"	(CDD) OPEN SPACE; UTILITY EASEMENT	0.113 Ac. <sup>±</sup>
TRACT "B-25"	(CDD) OPEN SPACE; UTILITY EASEMENT	0.113 Ac. <sup>±</sup>
ADDITIONAL (PUBLIC) RIGHT-OF-WAY FOR KING CREEK DRIVE		0.045 Ac. <sup>±</sup>

### PARALLEL OFFSET DIMENSIONS NOTE:

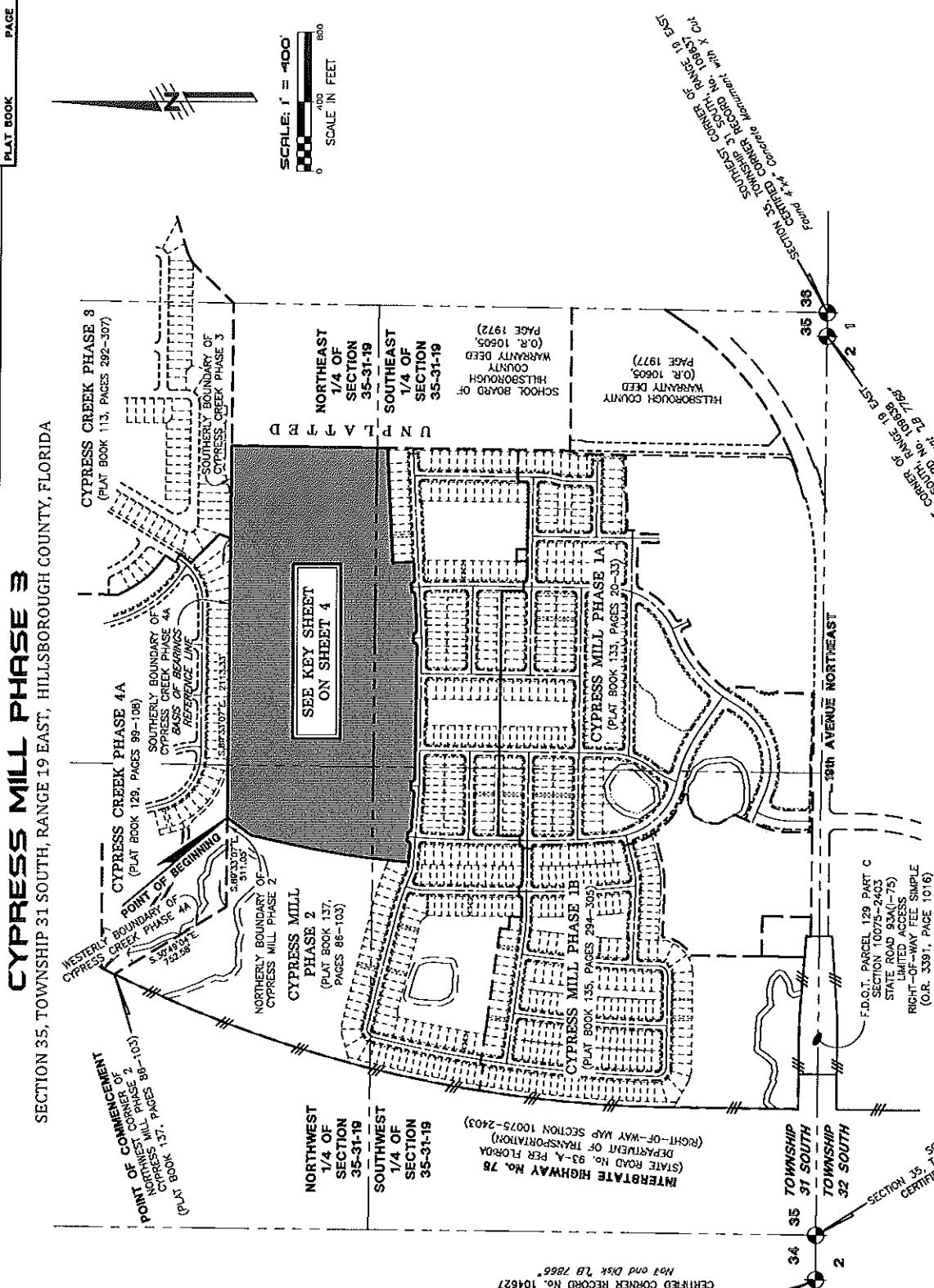
LEASMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE.  
10' (IE: 5' = 5.00') IE: 7.5' = 7.50', THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LR 27279  
1610 W. Alpine Street, Suite 150  
Tampa, FL 33605  
PHONE (813) 221-2000

SHEET 2 OF 13 SHEETS

# CYPRESS MILL PHASE 3

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



## LOCATION MAP

NOTE: REFER TO THE FOLLOWING SHEETS  
FOR THIS PLAT FOR DETAILED  
DEELING AND DIMENSIONING.

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number: ID 7779  
1000 N. Orange Street, Suite 100  
Tampa, FL 33602-1515  
PHONE (813) 223-5230

SHEET 3 OF 13 SHEETS

### WETLAND CONSERVATION AREA NOTE:

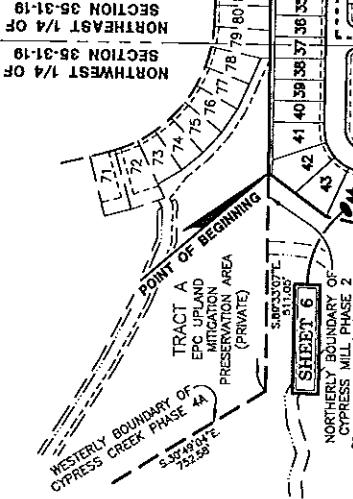
The Wetland Conservation Area on shown herein shall be retained in a natural state pursuant to Hillsborough County, Florida, Land Development Code (LDC), as amended by the Hillsborough County Environmental Protection Act, Chapter 84-465; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 50-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

LEGEND  
1: O.R. - Official Records Book  
2: F.D.O.T. - Florida Department of Transportation

# CYPRESS MILL PHASE 3

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



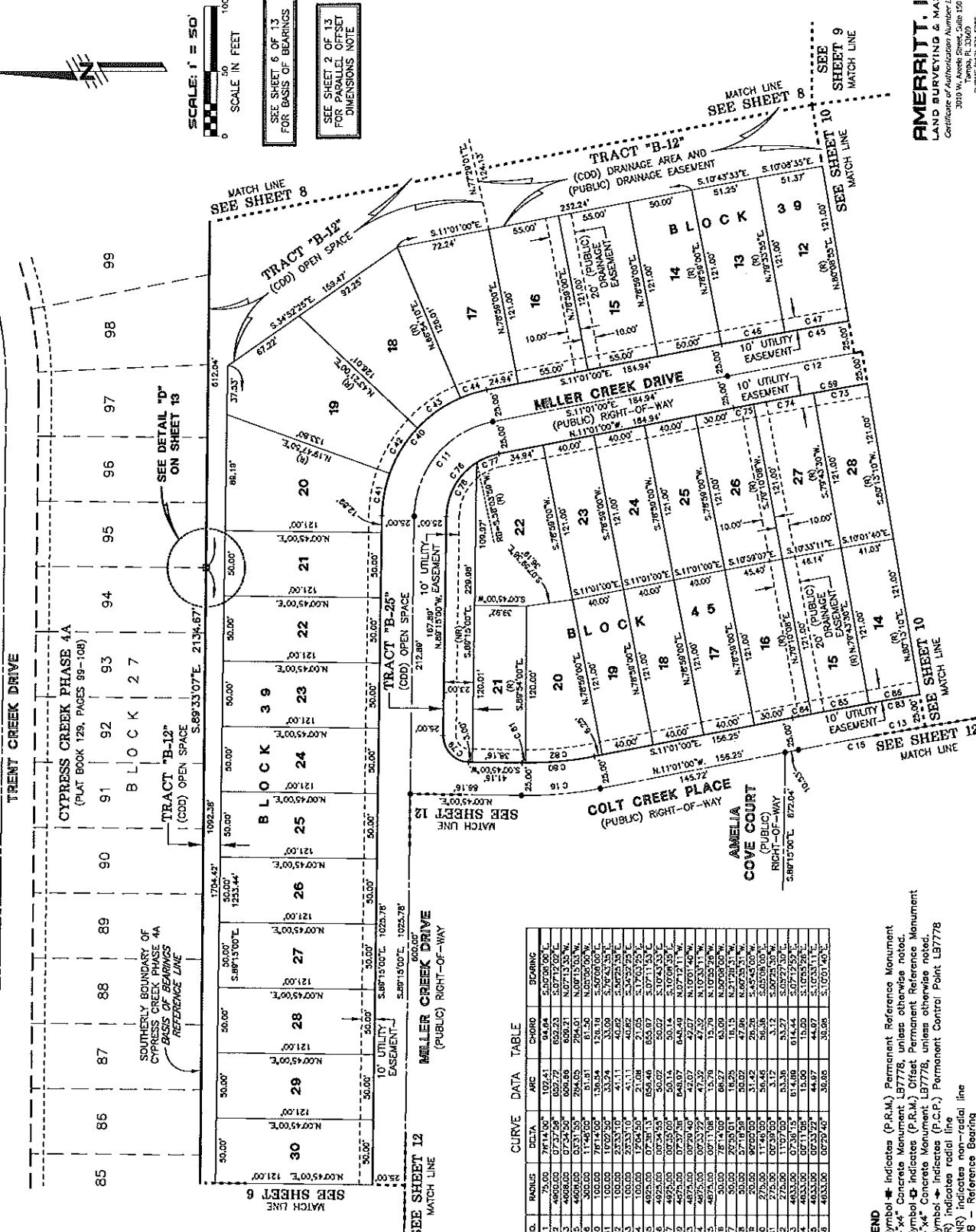




CYCLES IN MUL PHASE E

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

TENTATIVE DEVICE



- Symbol "X" indicates (R.C.P.) Permanent Reference Monument.
- Symbol "X" indicates (P.M.) Offset Permanent Reference Monumet, unless otherwise noted.
- Symbol "X" indicates (P.M.C.P.) Permanent Control Point LB7778.
- Symbol "X" indicates (P.C.P.) Permanent Control Point LB7778.
- Symbol "X" indicates (C.M.) Concrete Monument LB7778, unless otherwise noted.
- Symbol "X" indicates (P.M.) Concrete Monument LB7778, unless otherwise noted.
- Symbol "X" indicates (N.R.) Non-Radial Line
- Symbol "R" indicates non-radial line
- Symbol "B" indicates Bearing
- Symbol "R.B." indicates Radial Line
- Symbol "O.R." indicates Offical Recorded Book
- Symbol "C.D.D." indicates Crossed Mill Community Development District

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
*Certificate of Authorization Number 11-7729*

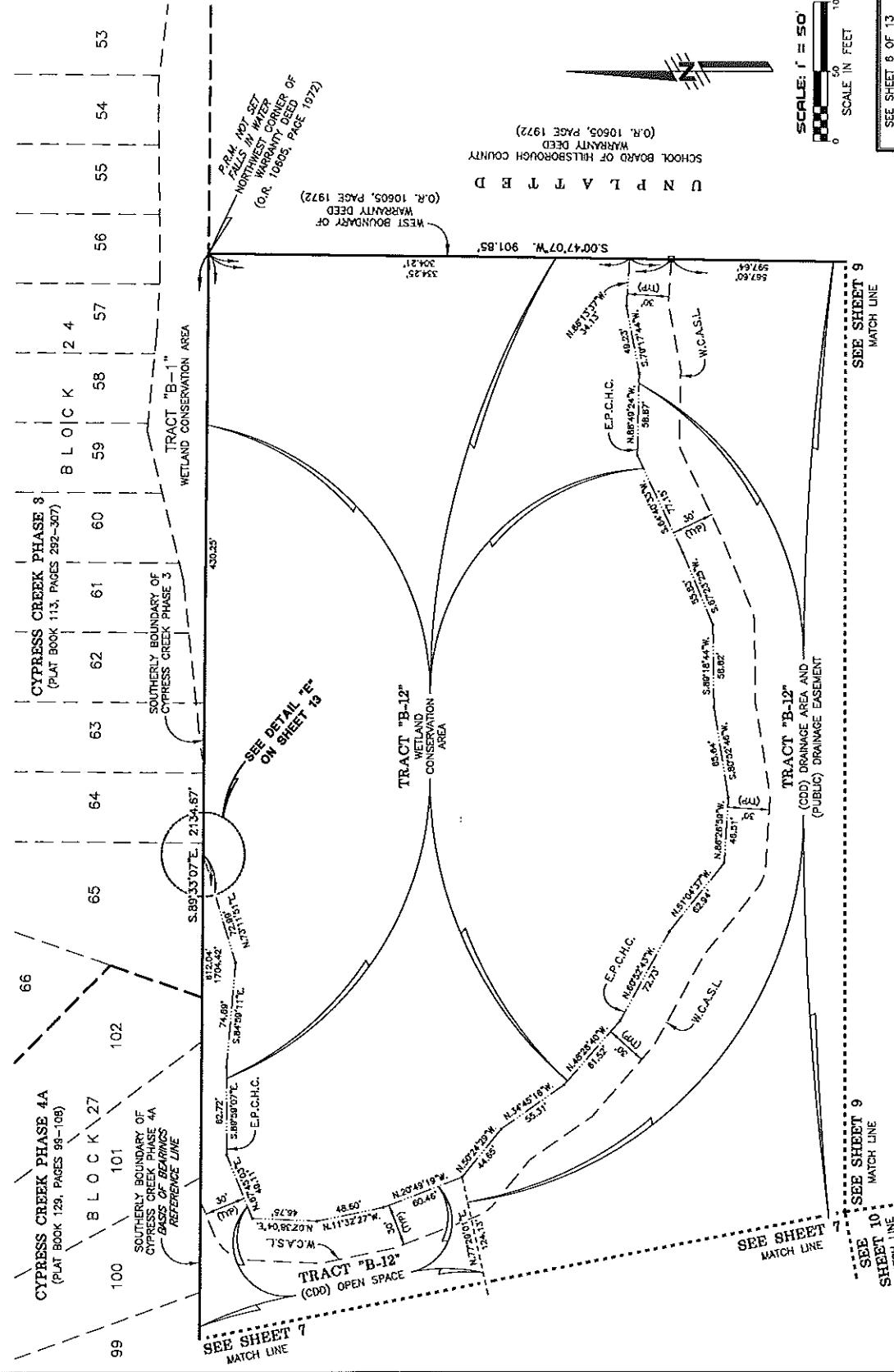
**T 7 OF 13 SHEETS**

CAPREES MILL PHASE 3

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

PAGE



## LEGEND

- Legend**

  - Symbol indicates (P.R.M.) Permanent Reference Monument.
  - 4 x 4" Concrete Monument L87778, unless otherwise noted.
  - Symbol indicates (P.R.M.) Offset Permanent Reference Monument.
  - 4 x 4" Concrete Monument L87778, unless otherwise noted.
  - Symbol indicates (P.C.P.) Permanent Control Point L87778.
  - (R) Indicates radial line.
  - (NP) Indicated Non-projected line.
  5. R - Reference Boarding Book
  6. O.R. - Office Records Book
  7. (TPC) - Typical
  8. E.P.C.H.C. - Environmental Protection Commission of Harborough County Wetland Line
  9. W.G.A.S.L. - Wetland Conservation Area Sotobock Line
  10. (CDQ) - Coyote Mill Community Development District
  11. (CDQ) - Coyote Mill Community Development District

WETLAND CONSERVATION AREA NOTES

**WETLAND CONSERVATION AREA NOTE:** The Wetland Conservation Area as shown herein shall be situated pursuant to Hillsborough County, Land Development Code, as adopted by Hillsborough County Board of County Commissioners, Chapter 04-448; and Chapter 11-111, Rules of the Environmental Protection Commission of Hillsborough County. In addition, no 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

**AMERRIT, INC.**  
LAND SURVEYING & MAPPING  
*Certificate of Authorization Number 60-7778*

**SHEET 8 OF 13 SHEETS**

10 W. Azeele Street, Suite 150  
Tampa, FL 33609

**SHEET 8 OF 13 SHEETS**

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

SEE SHEET 8

MATCH LINE  
SEE SHEET 8

U N P L A T T E  
SCHOOL BOARD OF HILLSBOROUGH COUNTY  
WARRANTY DEED  
0605, PAGE 1972

SCALE: 1' = 50'

SEE SHEET 6 OF 13  
FOR BASIS OF BEARINGS

SEE SHEET 2 OF 13  
FOR PARALLEL OFFSET  
DIMENSIONS NOTE

SEE SHEET 10  
WICH LINE

**SOUTHEAST 1/4 OF  
SECTION 35-31-19**

**LEGEND**

- Symbol indicates (P.R.M.) Permanent Reference Monument.
- x-# Concrete Monument L87778, unless otherwise noted.
- #-x-# indicates (P.R.M.) Offset Permanent Reference Monument.
- 4-x-# Concrete Monument L87778, unless otherwise noted.
- (R) indicates radial line
- (NR) indicates non-radial line
- RB - Reference Bearing
- R - Official Records Book
- CDDC - Crescents Mill Community Development District

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
*Certificate of Authorization Number L.B. 7778*

3010 W. Arapahoe Street, Suite 150

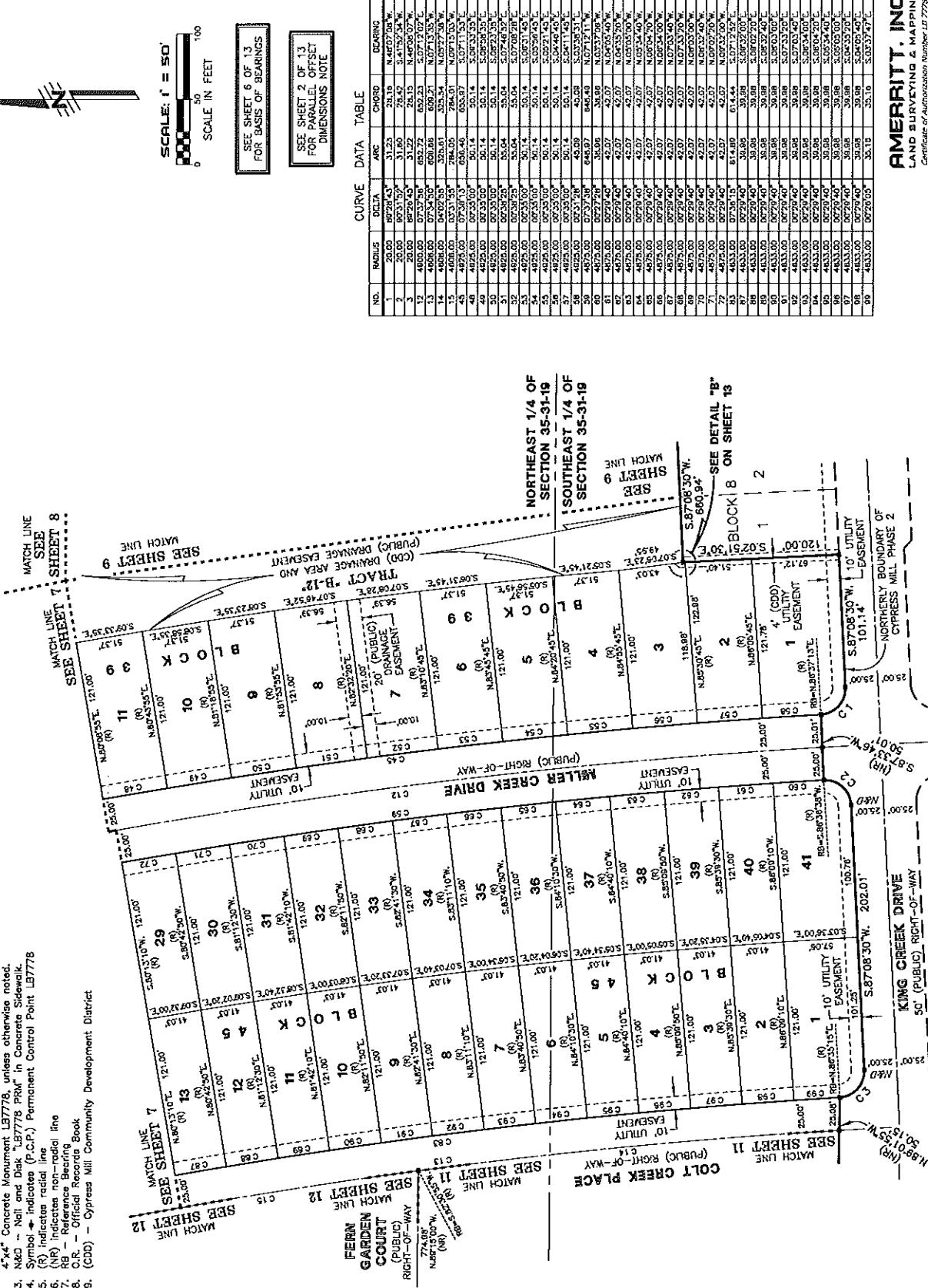
Tampa, FL 33604  
PHONE 813/221-5200

PHONE (813) 221-5268

# CYPRESS MILL PHASE 3

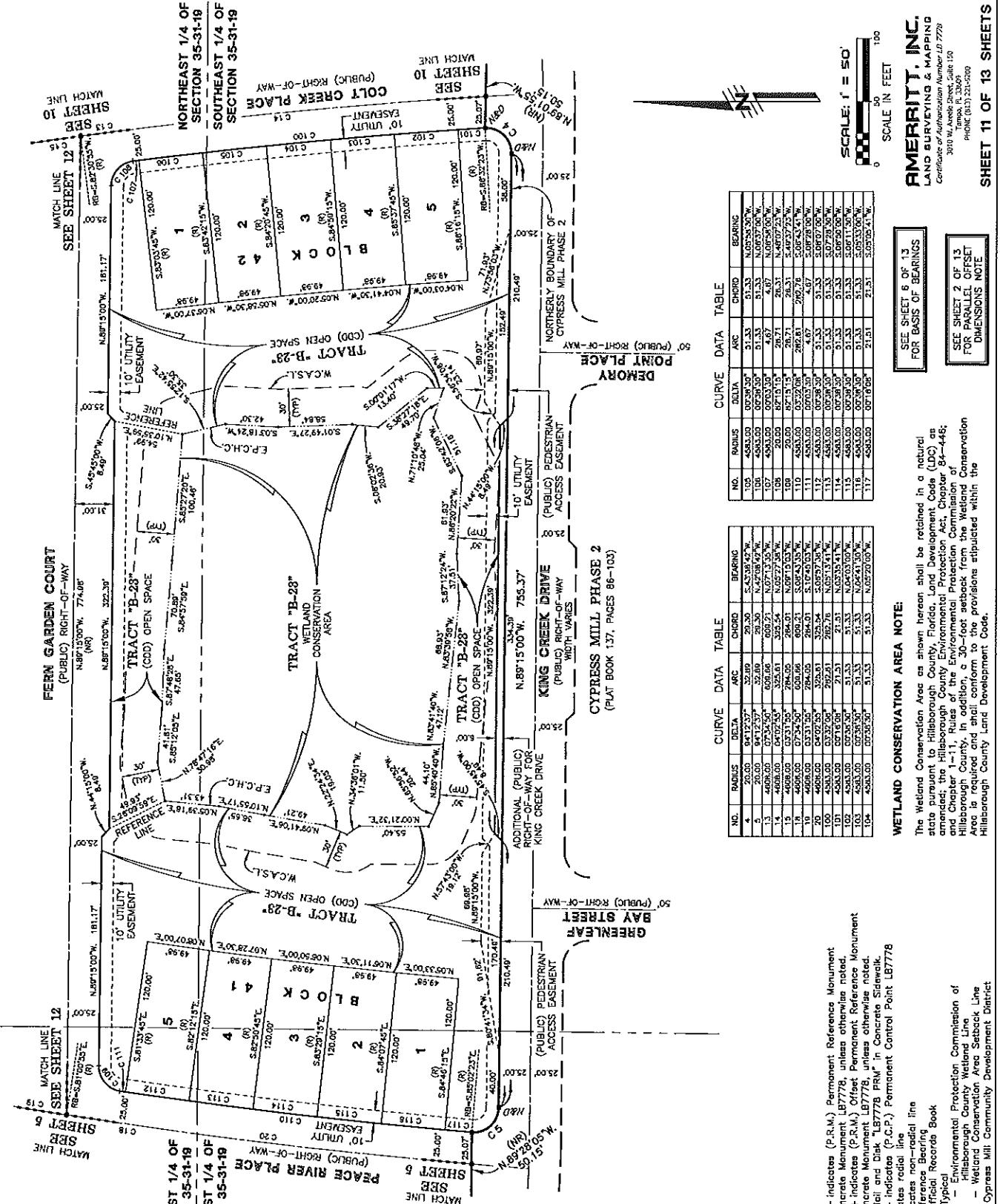
SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

- LEGEND**
- Symbol Indicates (P.R.M.) Permanent Reference Monument.
  - Symbol Concrete Monument (P.R.M.) Permanent Reference Monument.
  - Symbol Nail and Disk "LB7778" Permanent Control Point LB7778.
  - Symbol Indicates (P.C.P.) Permanent Control Point LB7778.
  - (R) Indicates radial line.
  - (NR) Indicates non-radial line.
  - R.B. - Reference Bearing.
  - O.R. - Official Records Book.
  - (CDD) - Cypress Mill Community Development District.



# CYPRESS MILL PHASE 3

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

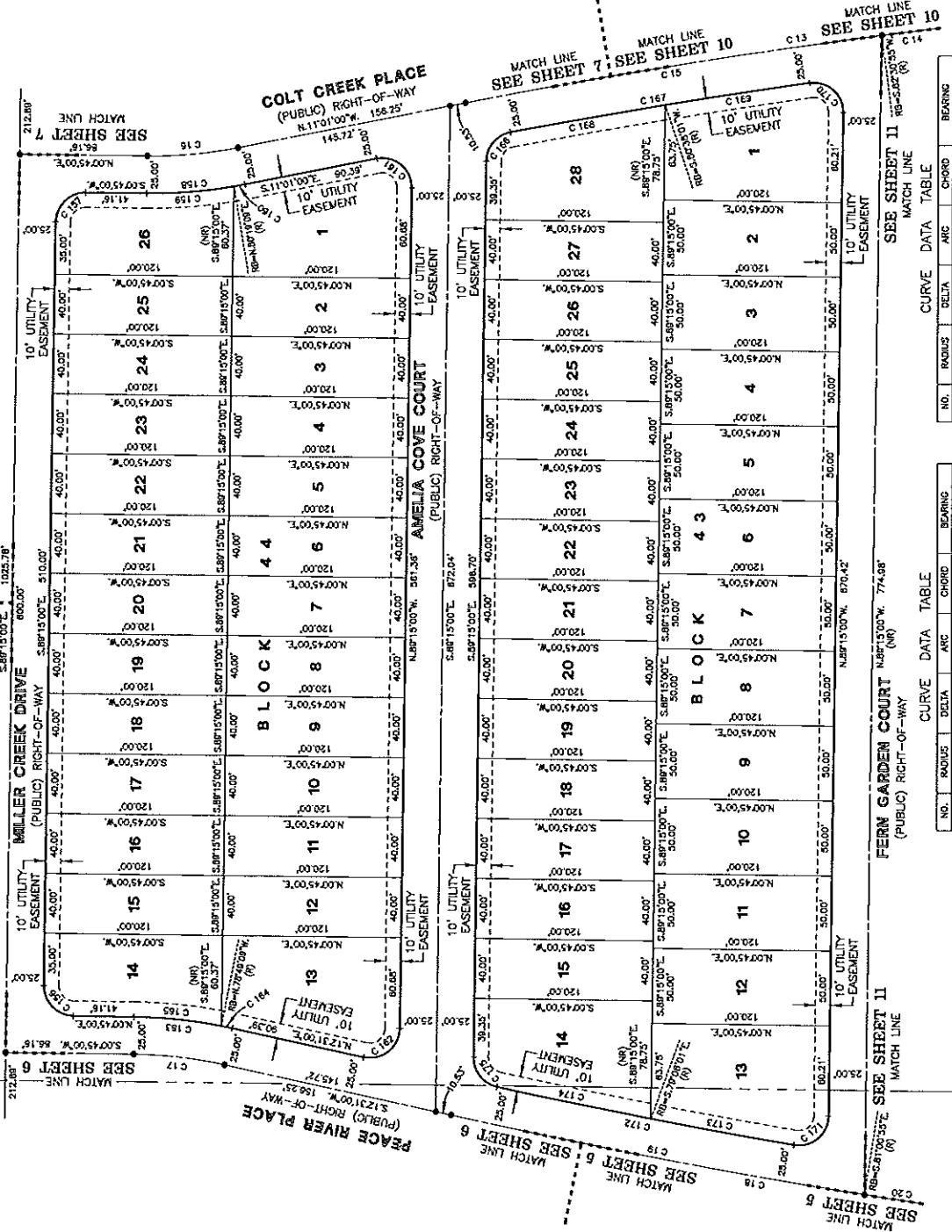


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163	24.00	9.112337	32.19	S 53° 42' 70"
164	24.00	9.112337	32.19	S 53° 42' 70"
165	24.00	9.112337	32.19	S 53° 42' 70"
166	24.00	9.112337	32.19	S 53° 42' 70"
167	24.00	9.112337	32.19	S 53° 42' 70"
168	24.00	9.112337	32.19	S 53° 42' 70"
169	24.00	9.112337	32.19	S 53° 42' 70"
170	24.00	9.112337	32.19	S 53° 42' 70"
171	24.00	9.112337	32.19	S 53° 42' 70"
172	24.00	9.112337	32.19	S 53° 42' 70"
173	24.00	9.112337	32.19	S 53° 42' 70"
174	24.00	9.112337	32.19	S 53° 42' 70"
175	24.00	9.112337	32.19	S 53° 42' 70"
176	24.00	9.112337	32	

CYPRRESS MILL PHASE 3

**NORTHEAST**  
1/4 OF SECTION 35-31-19  
**NORTHWEST**  
1/4 OF SECTION 35-31-19

MATCH LINE SEE SHEET 7



**LEGEND**

**AMERRIT, INC.**  
LAND SURVEYING & MAPPING

**SHEET 10 OF 12 SHEETS**

110 W. Avenue Street, Suite 150

Tampa, FL 33604

PHONE (613) 221-5

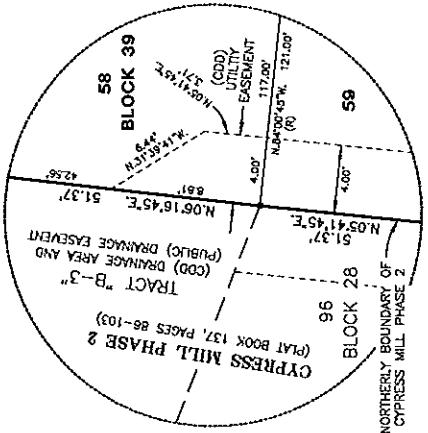
**SUPER 12 OF 12 SUBJECTS**

CYPRUS MOLD PHASE 3

SECTION 35, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

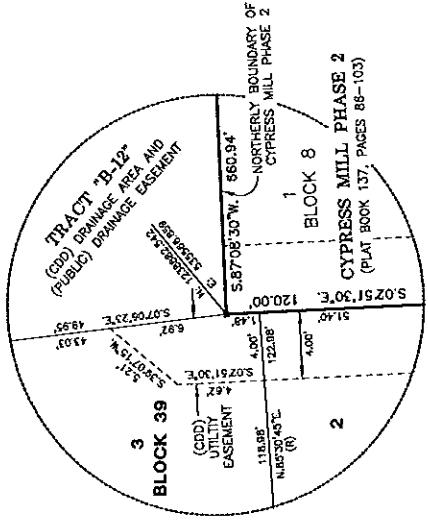
PLAT BOOK PAGE



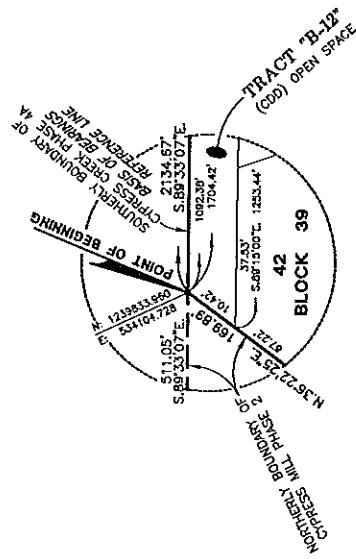
**DETAIL "A"**

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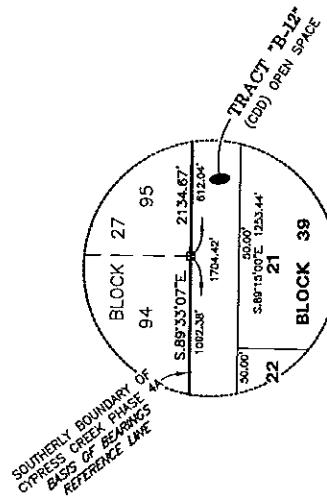
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(SEE SHEET 5)



**DETAIL "B"**  
**NOT TO SCALE**  
(SEE SHEET 10)



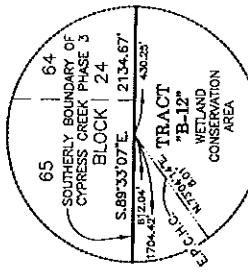
**DETAIL "C"**  
**NOT TO SCALE**  
**(SEE SHEET 6)**



**DETAIL "D"**

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NOT TO SCALE  
(SEE SHEET 7)



**DETAIL "E"**  
**NOT TO SCALE**  
**(SEE SHEET 8)**

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LD 7728

110 W. Azeez Street, Suite 150  
Tampa, FL 33606

HOMME (1991) 22:2209

O.R. - Official Records Book  
(CDD) - Cypress Hill Community Development District

- LEGEND**

  - 1. Symbol  indicates (P.R.M.) Permanent Reference Monument
  - 2. 4-x-4 Concrete Monument LB7778, unless otherwise noted.
  - 3. Symbol  indicates (P.R.M.) Offset Permanent Reference Monument
  - 4. 4-x-4 Concrete Monument LB7778, unless otherwise noted.
  - 5. Symbol  indicates (P.C.P.) Permanent Control Point LB7778
  - 6. Symbol  indicates (P.C.P.) Permanent Control Point LB7778