SUBJECT:

Belmond Reserve Phase 2

**DEPARTMENT:** 

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

**BOARD DATE:** 

June 8, 2021

CONTACT:

Lee Ann Kennedy

#### **RECOMMENDATION:**

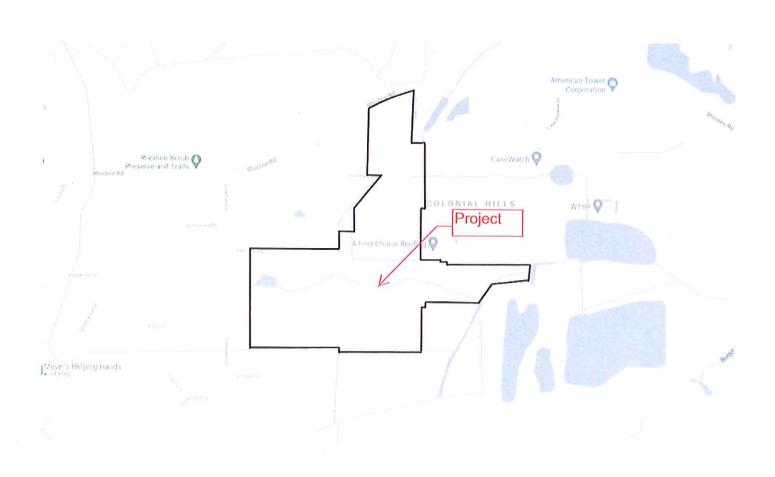
Accept the plat for recording for Belmond Reserve Phase 2, located in Section 35, Township 30, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance 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 \$1,073,431.69, a Warranty Bond in the amount of \$85,874.54, 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 \$10,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

#### **BACKGROUND:**

On August 4, 2020, Permission to Construct Prior to Platting was issued for Belmond Reserve Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Pulte Home Company, LLC and the engineer is LevelUp Consulting, LLC.



#### BELMOND RESERVE LOCATION MAP



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

This Agreement is made and entered into this <u>20</u> day of <u>May</u>2021, by and between <u>Pulte Home Company, LLC</u> hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

#### Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>Belmond Reserve Phase 2</u>; 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 improvements will be installed; and

WHEREAS, the improvements required by the LDC in the subdivision known as <u>Belmond Reserve Phase 2</u> are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, 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:

_x_ Roads/Streets	<u>x</u> Water Mains/Services	_x Stormwater Drainage Systems
	x Sanitary Sewer Distribution System	Bridges
Reclaimed Water Mains/Services	X Sidewalks	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 <a href="Belmond Reserve Phase 2">Belmond Reserve Phase 2</a>, 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 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in <u>Belmond Reserve Phase 2</u> 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 M	arch 22, 2021 with Pult	e Home Company LLC	as Principal and
•	Hartford Fire Insurance Comp			us i imoipai, and
	A Warranty Bond, dated Marc			Principal, and
	Hartford Fire Insurance Comp	oany (Bond No. 59BSB)	(P3131) as Surety, and	
c.	Cashier/Certified Checks, num	ber N/A	, dated	and
	number	, dated		, which
	numbershall be deposited by the Coun	ty into a non-interest be	earing escrow account upo	on receipt. No
	interest shall be paid to the Sul	odivider on funds receiv	ed by the County pursuar	it to this
	Agreement.		•	

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

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

shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

- 7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>Belmond Reserve Phase 2</u> at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the twenty-four (24) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of these parties. It shall not be modified or altered except in

#### writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 20 day of May, 2021.

ATTEST: WAT	SUBDIVIDER: By:
Witness' Signature	Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	Jeffrey Decon
Printed Name of Witness	Name (typed, printed or stamped)
Witness' Signature	Vice President
The state of the s	- Carrier - Carr
Natalee Kniatkowski	2662 S. Falkenburg Kood
Printed Name of Witness	2662 S. Falkenburg Road Address of Signer Riverview, FL 33578
NOTARY PUBLIC	013-939-7939
	Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
ATTEST: HILLSBOROUGH COUNTY	
PAT FRANK, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Chairman

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

C	0	H	N	T	V	0	F	L	II	1	T	CI	21	1	D	0	١T	T	C	L	1
		u	1				и.		и			Э.	"		n	١.	"	"			1

The foregoing instrument was acknowledged before me this 20 day of May and and
respectively President and Vice President of Pulte Home company Lica corporation under the laws of the state of Florida on behalf of the
corporation. He and/or she is personally known to me or has produced
as identification and did take an oath.
NOTARY PUBLIC:
Sign: Katwine Diggs (Seal)
Print: Katarina 01995
Title or Rank: Contract coordinator Katarina Digga
Serial Number, if any: Notary Public
My Commission Expires: 4/6/2025 State of Florida Comm# HH114248
INDIVIDUAL ACKNOWLEDGMENT:
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of, 20, by, who is personally known to me or who has produced as identification and who did take an oath.
as identification and who did take an oath.
NOTARY PUBLIC:
Sign:(seal)
Print:
Title or Rank:
Serial Number, if any:
My Commission Expires:

#### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</u> called the Principal, and <u>Hartford Fire Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>ONE MILLION SEVENTY-THREE THOUSAND FOUR HUNDRED THIRTY-ONE AND SIXTY-NINE CENTS</u> (\$1,073,431.69) 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 Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement 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 <a href="Belmond Reserve Phase 2">Belmond Reserve Phase 2</a> subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) 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;

Jeremy Polk, ATTORNEY-IN-FACT (SEAL)

THEN THIS OBLIGATION SHALL BE NULL A FORCE AND EFFECT UNTIL July 8, 2023	AND VOID; OTHERWISE, TO REMAIN IN FULL
SIGNED, SEALED AND DATED this 22n	nd day of March, 2021.
ATTEST:	Pulte Home Company, LLC
Katarina Diggs	BY: SEE ATTACHED PRINCIPAL (SEAL) D. Bryce Langen, VP & Treasurer
	Hartford Fire Insurance Company SURETY (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

ATTEST:

	20 1		00 - 0	
executed this	dand	day of	March	, 2021.

# Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC Agency Code: 59-300168

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut	
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana	
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois	
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana	
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida	
ing their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint to the amount of Unlimited:	nt,

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

















John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 22nd, 2021 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

#### **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF FULTON)** 

) ss.

This record was acknowledged before me on March 22, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

SHIRLEY E HUTCHINS Notary Public – State of Georgia Fulton County My Commission Expires Mar 18, 2022

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

#### WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</u> called the Principal and <u>Hartford Fire Insurance Company</u> called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of <u>EIGHTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND FIFTY-FOUR CENTS</u> (\$85,874.54) 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 (water, wastewater, drainage, and roads) for maintenance in the approved platted subdivision known as Belmond Reserve Phase 2; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water, wastewater, drainage, and roads) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all sanitary sewers, water mains, roads, drainage, 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 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

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

- **A.** If the Principal shall warrant for a period of two years following the date of acceptance of the water, wastewater, drainage, and roads improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <u>Belmond Reserve Phase 2</u>, 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 A	AND VOID, OTHERWISE TO REMAIN IN FULL
FORCE AND EFFECT UNTIL July 8, 2025	·
SIGNED, SEALED AND DATED t	his 22nd day of March, 2021.
	Pulte Home Company, LLC
Katarina Riger	SEE ATTACHED BY:
Katarina Diggs	PRINCIPAL (SEAL) D. Bryce Langen, VP & Treasurer
	Hartford Fire Insurance Company SURETY (SEAL)
ATTEST:  Irma Aguilar	Jeremy Polk, ATTORNEY-IN-FACT (SEAL)
ARROWED BY THE COUNTY	ATTORNEY

Approved As To Form And Legal

Sufficiency.

executed this	22nd	day of	March	, 2021.
executed this	0010	uay or	- W -CCC	, 2021.

# Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC Agency Code: 59-300168

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

PUBLICATION

CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 22nd, 2021 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

#### **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF FULTON)** 

) ss.

This record was acknowledged before me on March 22, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

SHIRLEY E HUTCHINS Notary Public - State of Georgia Fulton County

My Commission Expires Mar 18, 2022

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

# **Belmond Reserve Phase 2**

# **Performance Bond Calculation**

Construction costs for the streets, drainage, potable water and sanitary sewer system

#### **SUMMARY**

Paving	\$415,891.50
Water	\$151,600.90
Wastewater	\$239,373.30
Drainage	\$51,879.65
Total	\$858,745.35

Performance Bond Amount (125% of total)

\$1,073,431.69

Ely Payne, P.E Florida License # 85381

STATE OF

No. 85381

#### **PAVING**

Description	Quantity	Unit	Unit Price	Amount
1 1/2" Type SP Asphalt	9,740	SY	\$10.25	\$99,835.00
6" Crushed Concrete Base	865	SY -	\$11.55	\$9,990.75
8" Cement Treated Limerock Base	8,875	SY	\$15.80	\$140,225.00
12" Compacted Subgrade	8,875	SY _	\$1.50	\$13,312.50
12" Stabilized Subgrade (LBR40)	865	SY	\$4.60	\$3,979.00
Stabilized Curb Pad	7,430	LF _	\$2.55	\$18,946.50
Miami Curb	7,170	LF	\$10.30	\$73,851.00
Type "A" Curb	260	LF	\$18.35	\$4,771.00
4" Concrete Sidewalk	250	SF	\$4.45	\$1,112.50
6" Concrete Sidewalk	6,205	LS _	\$5.65	\$35,058.25
5' ADA Handicapped Ramp	6	EA _	\$885.00	\$5,310.00
Signage & Striping	1	LS	\$9,500.00	\$9,500.00

Total = \$415,891.50

# WATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Water main (DR 18)	3,022	LF _	\$15.70	\$47,445.40
6" PVC Water main (DR 18)	678	LF _	\$11.45	\$7,763.10
4" PVC Water main (DR 18)	472	LF _	\$9.00	\$4,248.00
8" Gate Valve Assembly	17	EA	\$1,300.00	\$22,100.00
6" Gate Valve Assembly	3	EA _	\$925.00	\$2,775.00
4" Gate Valve Assembly	2	EA	\$755.00	\$1,510.00
8" MJ Bend-Per Plan	6	EA	\$255.00	\$1,530.00
6" MJ Bend-Per Plan	4	EA _	\$205.00	\$820.00
4" MJ Bend-Per Plan	12	EA	\$145.00	\$1,740.00
8" MJ Tee	2	EA	\$405.00	\$810.00
6" MJ Tee	1	EA _	\$290.00	\$290.00
8" MJ Cross	1	EA _	\$485.00	\$485.00
8" MJ Reducer	3	EA _	\$220.00	\$660.00
Fire Hydrant Assembly	7	EA	\$4,100.00	\$28,700.00
Single Service (Short)	59	EA	\$300.00	\$17,700.00
Single Service (Long)	16	EA _	\$375.00	\$6,000.00
Temporary Blowoff Assembly	3	EA _	\$325.00	\$975.00
Chlorination & Pressure Testing	4,172	LF _	\$1.45	\$6,049.40

Total = \$151,600.90

#### WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Sewer (0'-6')	397	LF _	\$13.85	\$5,498.45
8" PVC Sewer (6'-8')	408	LF _	\$14.80	\$6,038.40
8" PVC Sewer (8'-10')	508	LF _	\$16.00	\$8,128.00
8" PVC Sewer (10'-12')	691	LF _	\$17.55	\$12,127.05
8" PVC Sewer (12'-14')	899	LF _	\$20.95	\$18,834.05
8" PVC Sewer (14'-16')	401	LF _	\$30.85	\$12,370.85
8" PVC Sewer (16'-18')	98	LF	\$41.50	\$4,067.00
Manhole (0'-6')	6	EA	\$2,800.00	\$16,800.00
Manhole (8'-10')	3	EA _	\$3,350.00	\$10,050.00
Manhole (10'-12')	1	EA	\$3,600.00	\$3,600.00
Manhole (12'-14')	4	EA _	\$4,000.00	\$16,000.00
Manhole (14'-16')	3	EA _	\$5,350.00	\$16,050.00
Sanitary Drop Manhole (10'-12')	1	EA	\$4,850.00	\$4,850.00
Single Service	13	EA	\$630.00	\$8,190.00
Double Service	34	EA _	\$870.00	\$29,580.00
Dewatering	3,402	LF _	\$11.60	\$39,463.20
Sanitary Sewer Testing	3,402	LF	\$8.15	\$27,726.30

Total = \$239,373.30

#### **DRAINAGE**

Description	Quantity	Unit	Unit Price	Amount
15" RCP	124	LF	\$29.55	\$3,664.20
18" RCP	205	LF -	\$36.85	\$7,554.25
Type I Curb Inlet	5	EA	\$4,400.00	\$22,000.00
6" Underdrain (Fine Aggregate)	1,028	LF	\$12.50	\$12,850.00
Underdrain Cleanout	8	EA _	\$200.00	\$1,600.00
Dewatering	329	LF	\$5.55	\$1,825.95
Storm Sewer Testing	329	LF _	\$7.25	\$2,385.25
			Total =	\$51,879.65

# **Belmond Reserve Phase 2**

Warranty Bond Calculation
Construction costs for the potable water and sanitary sewer system

#### **SUMMARY**

Paving	\$415,891.50
Water	\$151,600.90
Wastewater	\$239,373.30
Drainage	\$51,879.65
Total	\$858,745.35

Warranty Bond Amount (10% of total)

\$85,874.54

Ely Payne, P.E. Florida License # 85381

5-3-21

#### **PAVING**

Description	Quantity	Unit	Unit Price	Amount
1 1/2" Type SP Asphalt	9,740	SY	\$10.25	\$99,835.00
6" Crushed Concrete Base	865	SY	\$11.55	\$9,990.75
8" Cement Treated Limerock Base	8,875	SY	\$15.80	\$140,225.00
12" Compacted Subgrade	865	SY	\$4.60	\$3,979.00
12" Stabilized Subgrade (LBR40)	8,875	SY	\$1.50	\$13,312.50
Stabilized Curb Pad	7,430	LF	\$2.55	\$18,946.50
Miami Curb	7,170	LF	\$10.30	\$73,851.00
Type "A" Curb	260	LF	\$18.35	\$4,771.00
4" Concrete Sidewalk	250	SF	\$4.45	\$1,112.50
6" Concrete Sidewalk	6,205	LS	\$5.65	\$35,058.25
5' ADA Handicapped Ramp	6	EA	\$885.00	\$5,310.00
Signage & Striping	1	LS	\$9,500.00	\$9,500.00

Total = \$415,891.50

#### WATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Water main (DR 18)	3,022	LF	\$15.70	647.445.40
6" PVC Water main (DR 18)	678	LF	\$13.70	\$47,445.40
4" PVC Water main (DR 18)	472	LF	\$9.00	\$7,763.10
8" Gate Valve Assembly	17	EA -	\$1,300,00	\$4,248.00
6" Gate Valve Assembly	3	EA -		\$22,100.00
4" Gate Valve Assembly	2	-	\$925.00	\$2,775.00
8" MJ Bend-Per Plan		EA _	\$755.00	\$1,510.00
6" MJ Bend-Per Plan	6	EA _	\$255.00	\$1,530.00
- · · · · · · · · · · · · · · · · · · ·	4	EA _	\$205.00	\$820.00
4" MJ Bend-Per Plan	12	EA _	\$145.00	\$1,740.00
8" MJ Tee	2	EA _	\$405.00	\$810.00
6" MJ Tee	1	EA	\$290.00	\$290.00
8" MJ Cross	1	EA	\$485.00	\$485.00
8" MJ Reducer	3	EA	\$220.00	\$660.00
Fire Hydrant Assembly	7	EA	\$4,100.00	\$28,700.00
Single Service (Short)	59	EA _	\$300.00	\$17,700.00
Single Service (Long)	16	EA	\$375.00	\$6,000.00
Temporary Blowoff Assembly	3	EA -	\$325.00	\$975.00
Chlorination & Pressure Testing	4,172	LF _	\$1.45	\$6,049.40
			Total =	\$151,600.90

#### WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Sewer (0'-6')	397	LF	\$13.85	\$5,498.45
8" PVC Sewer (6'-8')	408	LF _	\$14.80	\$6,038.40
8" PVC Sewer (8'-10')	508	LF _	\$16.00	\$8,128.00
8" PVC Sewer (10'-12')	691	LF _	\$17.55	\$12,127.05
8" PVC Sewer (12'-14')	899	LF _	\$20.95	\$18,834.05
8" PVC Sewer (14'-16')	401	LF	\$30.85	\$12,370.85
8" PVC Sewer (16'-18')	98	LF	\$41.50	\$4,067.00
Manhole (0'-6')	6	EA	\$2,800.00	\$16,800.00
Manhole (8'-10')	3	EA	\$3,350.00	\$10,050.00
Manhole (10'-12')	1	EA	\$3,600.00	\$3,600.00
Manhole (12'-14')	4	EA -	\$4,000.00	\$16,000.00
Manhole (14'-16')	3	EA	\$5,350.00	\$16,050.00
Sanitary Drop Manhole (10'-12')	1	EA _	\$4,850.00	\$4,850.00
Single Service	13	EA _	\$630.00	\$8,190.00
Double Service	34	EA	\$870.00	\$29,580.00
Dewatering	3,402	LF _	\$11.60	\$39,463.20
Sanitary Sewer Testing	3,402	LF _	\$8.15	\$27,726.30
			Total =	\$239,373.30

#### DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
151 DOD			_	****
15" RCP	124	LF	\$29.55	\$3,664.20
18" RCP	205	LF	\$36.85	\$7,554.25
Type I Curb Inlet	5	EA	\$4,400.00	\$22,000.00
6" Underdrain (Fine Aggregate)	1,028	LF	\$12.50	\$12,850.00
Underdrain Cleanout	8	EA	\$200.00	\$1,600.00
Dewatering	329	LF	\$5.55	\$1,825.95
Storm Sewer Testing	329	LF	\$7.25	\$2,385.25

Total = \$51,879.65

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

This Agreement made and entered into this <u>20</u> day of <u>May</u>, 2021 by and between <u>Pulte Home Company, LLC.</u>, hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

#### Witnesseth

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

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>Belmond</u> <u>Reserve Phase 2</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

	dated, with
b.	A Performance Bond, dated March 22, 2021, with Pulte Home Company, LLC. as Principal, and Hartford Fire Insurance Company (Bond No. 59BSBIP3130) as Surety, or
c.	Escrow Agreement, datedN/A, between and the County, or
d.	Cashier/Certified Check, numberN/A, which shall be deposited by the County into an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of: are/is attac

3.

- 4. 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 Belmond Reserve Phase 2 at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

altered except in writing signed by	the parties.	
IN WITNESS WHEREOF, the parties hereto have day of May, 2021.	e executed these presents, this	
ATTEST:  Witness Signature  Marc Ferlita  Printed Name of Witness	SUBDIVIDER:  By:  Authorized Corporate Officer or Individual (Sign before a Notary Public)	
Witness Signature  Natales Kwingkowski	Printed Name of Signer  Vice President	
Printed Name of Witness  CORPORATE SEAL	Title of Signer  2662 S. Falkenburg Rd  Address of Signer Riverview, FL 33	578
(When Appropriate)	813-838-7838 Phone Number of Signer	1d
ATTEST: PAT FRANK CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONER HILLSBOROUGH COUNTY, FLORIDA	STATE
By: Deputy Clerk	By:Chairman	chair Clan

This document contains the entire agreement of the parties. It shall not be modified or

Subdivider Agreement for Performance - Placement of Lot Corners.doc

8.

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 this 20 , by 16ffrey DEUSON and	day of May,
respectively President and VICE President	
Inc., a corporation under the laws of the state of Florida	on behalf of the
corporation. He and/or she is personally known to me or has produced	
as identification and did take an oath.	
NOTARY PUBLIC:	
Sign: Katercina Riger	(Seal)
Print: Katavina Diggs	Votorino Diago
Title or Rank: CONTYOUT COOY dinator	Katarina Digge Notary Public State of Florida
Serial Number, if any:	JU 2111 113
My Commission Expires: 4/0/2025	EAUTIES 47 0/ 2025
INDIVIDUAL ACKNOWLEDGMENT:  STATE OF  COUNTY OF	
The foregoing instrument was acknowledged before me this	day of,
20, by, who is p	personally known to me or who has produced tification and who did take an oath.
NOTARY PUBLIC:	
Sign:	(seal)
Print:	
Title or Rank:	
Serial Number, if any:	
My Commission Expires:	

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

Bond No. 59BSBIP3130

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</u> called the Principal, and <u>Hartford Fire Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>TEN</u>

<u>THOUSAND EIGHT HUNDRED SEVENTY-FIVE</u> (\$10,875.00) 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, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>Belmond Reserve</u>

<u>Phase 2</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as <u>Belmond Reserve Phase 2</u> subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) 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 July 8, 2023.

SIGNED, SEALED AND DATED this 22nd day of March, 2021.

	Pulte Home Company, LLC
ATTEST:	•
Katarina Diges	BY: SEE ATTACHED
Katarina Biggs	PRINCIPAL (SEAL) D. Bryce Langen, VP & Treasurer
	Hartford Fire Insurance Company SURETY (SEAL)
ATTEST:  Irma Aguilar	Jeremy Polk, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

executed this	22 rd	day of	March	, 2021.

# Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC Agency Code: 59-300168

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut	
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana	
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois	
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana	
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida	
	ome office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,	

hav up to

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🛛, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kathleen T. Maynard

Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 22nd, 2021 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

#### **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF FULTON)** 

) ss.

This record was acknowledged before me on March 22, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Motany Public

SHIRLEY E HUTCHINS Notary Public – State of Georgia Fulton County My Commission Expires Mar 18, 2022

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

# **Belmond Reserve Phase 2**

# **Performance Bond Calculation**

Construction costs for setting Lot Corners

#### **SUMMARY**

Lot Corners	\$8,700.00
Total	\$8,700.00

Performance Bond Amount (125% of total)

\$10,875.00

Ely Payne, RE

Florida License # 8538

#### **Lot Corners**

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS _	\$8,700.00	\$8,700.00
			TOTAL =	\$8,700.00

# BEING A PORTION OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, BELMOND RESERVE PHASE 2 HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

A PARCH OF UND STING A PORTION OF PHOZE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 26400, PACE ATS, OFFICIAL RECORD BOOK 35719, PACE 234, OFFICIAL RECORDS DOOK AND OFFICIAL RECORDS DOOK AND OFFICIAL RECORD BOOK 25719, PACE 399, TO THE POINT OFFICIAL RECORDS OF HILLSDGROUGH COUNTY, FLORIDS, LYTHIC IN SECTION 2, TOWN-SHIP 31 SOUTH, AND ASSESSED STORE COUNTY, FLORIDS, CETTON 2, TOWN-SHIP 31 SOUTH, AND ASSESSED STORE COUNTY, FLORIDS, CETTON 2, TOWN-SHIP 31 SOUTH, AND ASSESSED STORE COUNTY, FLORIDS, CETTON 2, TOWN-SHIP 31 SOUTH, AND ASSESSED STORE COUNTY, FLORIDS, CETTON 2, TOWN-SHIP 31 SOUTH, AND ASSESSED STORE COUNTY, FLORIDS, CETTON 2, TOWN-SHIP 31 SOUTH, AND ASSESSED STORE COUNTY, FLORIDS ASSESSED ASSES

DEDICATION:

CONTAINING 34,226 ACRES.

THE UNDERSIGNED, AS THE OWNERS OF THE LANDS PLATED HEREIN DO HEREIN DEDICANT THIS PLAT OF THE BELMOND RESERVE, PRINCE 2 FOR RECORD, FURTHER, THE OWNERS DO HEREIN SECURE AND MAKE THE POLLOWING DEDICATIONS AND RESERVATIONS, EACH AS THEIR INTERESTS APPEAR: OWNERS HREEV DEDICATE TO HILSBOROUGH COUNTY, PLOREDA (THE COUNTY) AND THE PUBLE IN CENERAL FOR PUBLE USE ALL STREETS AND ROADS DESIGNATED ON THE PLAT AS PUBLIC'.

OWNICE DO HEREN DEDICATE TO ANY PUBLIC DR PRANTE UTLITY PROVIDER, TELECOMMUNICATIONS PROVIDER, LINEARMATION SERVICES PROVIDER, CABLE TELEVISION OPERATOR OR OTHER SERVICE PRETING STATE PROVIDER, DETEN SERVICES, ROBERTORAL, BONGERE STATE OF STADE ORDERS AND BURGHE THE AREA SEGURATED HEREOW AS VABLE UTLITY LEGISLATORY, FOR INCRESSEA AND EGASES AND EGAS AND EGAS AND EGAS AND EGAS AND EGAS EGAS AND EGAS AND EGAS AND EGAS AND EGAS AND EGAS EGAS AND EGAS AND EGAS EGAS AND EGAS AND

OWNERS HEREV DEDICATE TO HILCOGROUGH COUNTY, FLORIDA FOR PUBLIC USE, AN EACHENT FOR INGRESS AND EGRESS OVER ALL AREAS SHOWN HEREON AS FUBBLE TO THE PROPERTY.

REAL HORO RECENTED FOR CONNENTED FOR CONTRIBUTE AND FOR THE PRESENCE AND FOR THE PROPERTY FOR A CONTRIBUTION, SAFETY OF THE ARREST STEAMAND AND FOR THE PROPERTY OF STREAM FOR THE STREAM FOR THE PROPERTY OF STREAM FOR THE PROPERTY SHOWN FIRE CONTRIBUTION OF STREAM FOR THE PROPERTY SHOWN FIRE STREAM FOR THE STREAM FOR THE PROPERTY SHOWN FIRE STREAM FOR THE PROPERTY SHOWN FOR THE STREAM FOR THE PROPERTY SHOWN FOR THE STREAM FOR THE STREAM FOR THE STREAM FOR THE PROPERTY SHOWN FOR THE STREAM FOR THE

THE FIG WITCHEST IN TRACT 107, 202, AND RIF ARGAS WITHIN SAID TRACTS DESIGNATIO AS COD OPINI FARKE, COD LANDSCAPE, AND DANANGE, AREA, WITLAND SAIGHANDER, CATEGORISM FOR A CONVENIENC TO A COD, ON TO MOWINGE CONVENIENCE OF THE SACROSOMING OF THIS PART, SAID AREAS CONTENT OF A MOWINGE TO POBLIC USE AS SHOWN DIF THIS PART. THE MAINTEMACE OF ALL TRACTS, AREAS AND PREMATE EXCENSED BY OWNERS WILL BE THE RESPONSIBILITY OF OWNERS, THE COD, AND/OR THE ASSOCIATION, AND THEM RESPONSIBILITY OF OWNERS, THE COD, AND/OR THE ASSOCIATION, AND THEM RESPONSIBILITY OF OWNERS, THE COD, AND/OR THE ASSOCIATION, AND THEM

j **PROJECT** SITE سر. اوا

One Memorial Highway
One Memorial Cauce, Sainc 300
Tampa, Florida 34634
Plone: (R13) RRI-RRI
WWY, Affanta.com
Lacene #2610 COLLABORATE, INNOVATE, CREATE,



LOCATION MAP NOT TO SCALE

OWNER:

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT . A UNIT OF SPECIAL PURPOSE LOCAL GOVERNMENT

PAGE

PLAT BOOK

WITNESS

ACKNOWLEDGMENT:

(PRINT NAME & TITLE)

STATE OF FLORIDA COUNTY OF HILLSBOROLIGH

(PRINT NAML)

(PRINT NAME)

WITNESS

THE PORCEOING INCIDUATION WAS ACANOMICIDED BEFORE WE THES

DAY OF

STATES CHARRESTON, ON BEHAL OF THE DETTECT, WHO PRECONALLY APPLACED BEFORE ME OF DIPPSECAL PRESENCE, OR

OR MILH POTABLEATION, AND WHO IS OF PRESONALLY KNOWN TO HE, OR O WHO MAS PRODUCED.

MY COMMISSION EXPIRES:

(PRINT NAME) WITNESS COMMISSION NUMBER: (PRINT NAME) WITNESS ROBERT DARBER, DIRECTOR OF LAND DEVELOPMENT NOTARY PUBLIC, STATE OF FLORIDA AT LARGE pulte mont company, llc a michigan limited liability partnership OWNER:

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

THE PRECIDIES DETRUINENT WAS ACRONILEDED BEFORE HE THE.

DAY OF LAND DOTELDBYKINT, ON DIRAC OF THE COMPANY, WAND PRESIDENT ARRESTED, THE BY CHARGES, THE DAY OF THE COMPANY. WAND PRESIDENT AND THE STATEMENT, ON DIRAC OF THE COMPANY AND THE OFFICE. WE SHATTEMENT OF THE OFFICE OF THE OWNERS THE OFFICE OF THE OWNERS THE O

MY COMMISSION EXPIRES:

COMMISSION NUMBER: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

CLERK FILE NUMBER THIS \_\_\_ DAY OF CLERK OF CIRCUIT COURT DEPUTY CLERK

TME

BOARD OF COUNTY COMMISSIONERS: THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

PLAT APPROVAL: THIS PLAT HAS BEEN REVERNED IN ACCORDANCE WITH THE RIGHDA STATUTS, SECTION 177,001 FOR CHAPTER CONFORMEN: THE GEONETRIC DATA HAS NOT BEEN VEHIFIED. PATE CHAIRMAN

REVIEWED BY:

SURVEY CERTIFICATE:

PLORIDA PROPESSIONAL SURVEYOR AND MAPPER, LICENSE » SURVEY SECTION, GEOSPATAL & LAND ACQUISTION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY, FLORIDA

1, THE UNDIRESIGNED SURVIVOR, HEREDY CERTEY THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND GEING SURVIVOR AND SURVIVOR ALL THE REQUESTION AND SURVISION, WHAT BE ALT CORPILES WITH ALL THE REQUESTION IN THIS BALT CORPILES WITH ALL THE REQUESTION IN THE SURVISION WHAT SURVIVOR AND THE LEGOROLOGY COUNTY LAND DOT CHARGEN CORPILES AND THE PERMANENT RETENENCE CHARGEN CHARGEN CHARGEN CHARGEN CHARGEN CHARGEN CHARGEN CHARGEN CHARGEN AND THE PREMANENT CORPILES WITH CORPILES AND THE PREMANENT CHARGE OF BURNEY CHARGE SHOWN THE CORP. AND THE PREMANENT CHARGE OF BURNEY CHARGE SHOWN THE CORP. AND THE STATE OF FLOREDA STATUTS OR IN ACCORDANCE WITH COMPETTIONS OF BURNEY.

GREG BANGLE
PROFESZORAL ZURUTOR & MAPPER
STATE OF FLORIZA, LEGNE
ABURKA GROUP, 1987
ARCHARA GROUP, 1987
OWE MEMORIAL CENTER, SUITE 380
TMMPA, FLORIZA, 3017E, 303
TMMPA, FLORIZA, 3017E, 303

SEE SHEET 2 OF 7 FOR KEY MAP SEE SHEET 2 OF 7 FOR LEGEND

SHEET 1 OF 7

# BELMOND RESERVE PHASE

BEING A PORTION OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST,

FOLIND RODI ROD (532), AND IOLNIPICATION AS SHOWN! EXISTING 474" CONCRETE PERHAMENT REPRIENCE MONOMENT STAMPED "AGS PRIM LB 2619" UNILESS OTHERWISE

PLAT LEGEND PLAT BOOK

PAGE

STI 4-4 CONCICTA REPARAGO RESERVACE HOMOPONI
STI 4-4 CONCICTA REPARAGO PILASO P

N SURPACE WATER SASURFACE WATER SETUACK ROMMENTAL PROTECTION COPPLISSED

STATE PLANE CODRDINATES SECTION, TOWNSHIP, RANGE

HILLSBOROUGH COUNTY, FLORIDA SUBDIVISION PLATS OF NO MURIS REPRESENT A DETERMINATION ON WHETHER REPRESENTS WHILE ON WILL HOS FOLDS. UND WHEN THE DONNARMED OF THE PLAT NAY OR MAY NOT BE SUBJECT TO LODDING. THE SUCKLEMENT ROTHY DOVICED HES THE SERVENTION REGARDING FLOODING AND RESTRECTIONS ON OUTCLOSHIST.

DALUMEC DECREMES SHALL NOT CONTAIN PERMARIET IMPROCEDIATES.

DALUMEC DECREMENTS SHALL NOT SIGNALACE, DATACHASE, PREFANDES ARRELONGE STRUCTURES, TRICILORIS AND SIGNAL SHALL SCHOOLS, AND CANDESCARRES, PRECES, SPORTER STRUCTURES, TRICILORIS AND HADDESCARRES, RECES, SPORTER STRUCTURES, AND HADDESCARRES, RECES, AND HADDESCARRES, RECES, SPORTER SHALL S

STATE WAS COORDINESS. SHOWN WELTON (ROOMS WEST, STOWN) WITE TENNISHED BY REAL DINK CRIMENTE, (RYD, GLOOM, FOSTIONING STOTAL GREAT) ONGENWANDE WITE STOWN REAL, THK WITHOWS SOUTHOWN OF WITE STOWN WELL WITHOW SOUTHOWN OF WELLOW WELL WELL WITH DISTURBLY WELLOW TO RECEIVE CERT, AND INSTRUDED WHITEWAY EXCEPTING STOWN (NES) GOWING, TATION PRIOW MAD 513313.)

NOTICE THE PLAY'S RECORDING THE GRAPHER WHIT THE OPPORTURE OF THE CONTINUE AND DESCRIPTION FROM THE THE OFFICIAL THE CONTINUE THE CONTI

ALL PATTED UTILITY DUCKNIKTS SHALL ROWDE THAY SIZES DUCKNIKTS SHALL ROWDE THAY SIZES DUCKNIKTS SHALL ALLO SECRETIONS SHALL RECONSTRUCTION, INSTILLATION, INAVIRANCE, AND OBJECTION OF CARL TILEDZISON STRUCTS; PROMOTIO, BOWNER, NO STORE CONSTRUCTION STRUCTS SHALL MITTER WITH THE KALL THE SALD STRUCTS OF AN ILLEGIST TILEDGISON SEGRETICATION, CAC, OR OTHER SHALL SHALL

THE WITHOUT ONE SWITHING ARLICATIVE OSSISTECT, WASTER ARED AGAIL BY PROGRAMMENT OF THE MISSISDENIOR COUNTY LAND SPECIOUS OF A SHIFTING THE MISSISDENIOR COUNTY LAND SPECIOON OF A SHIFTING THE MISSISDENIOR COUNTY C

WETLAND DUFFICE SHALL REARIN THA MUDICHMERG CONDITION RECORD FOR ADMINISTRATION DEMANDED THE CONDITION MATCHINGTON DOWNERG. THE CONDITION HAN PRINCHED HAN WORK, CONFIGURITION HAN PRINCHED HAN WORK, CONFIGURITION HAN PRINCHED HAN WORK, CONFIGURITION HAN PRINCHED HAN PRINCHED HAND CONFIGURITION WITH WITHOUT WORK AND THE CONTINUES WITH THE UNITED MILES FIND ADMINISTRY MOTION CONFIGURATION CONFI

This subdivision contains rights-of-way, easements, and other common areas which are neether owned hor maintained by hell-sborduch county

ALL DISTANCES SHOWN HERCON ARE IN U.S. SURVEY RECT.
 ALL LOT AND TRACT LINES DITERSECTING A CURVE ARE RADIAL TO THAT CURVE UNILESS NOTED AS NOT RADIAL (NR.).

ALMOS PARTID RIGHOM ME "JUNCTO" ON ON DIMPRIZED DRY A DOTTIC OF CETABLISHERY OF THE ULCHOOL DESCENC COMMUNITY DESCRIPTION TO DESCRIPTION OF RECORDED OF CETABLISHES, 2019 NO POPELAL RECORDS DOOR 2731, AMERICAS, TO DOUGHE WITH FINAL JUDICHERY NALIDATION AND COMPIRENCE THE DESTRUCTION OF RECORD ON RACH 3, 2020 NO POPELAR ESCRIPTION OF THE PROPERTY OF TALL OF THE PUBLIC RECORDS OF MELLISOROUS COUNTY, MOSIDIA.

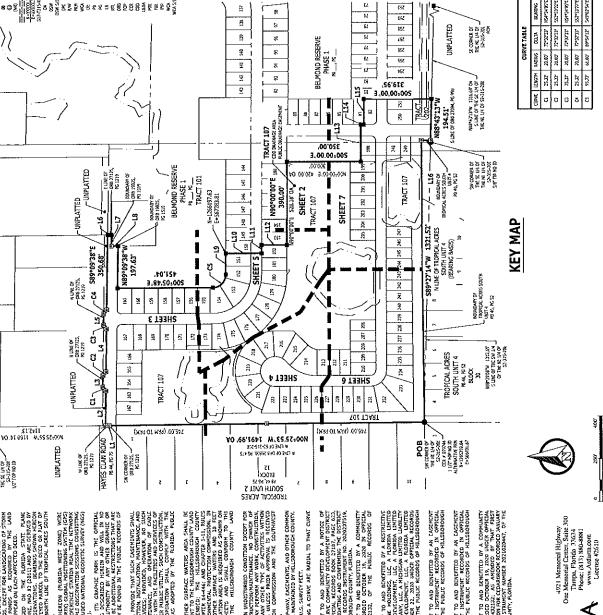
13, LANDS PAJTED HEREON ARE SUBJECT TO AND BENEFITED BY A COMMUNITY DECLARATION FOR CEDABLIDOR RECORDED OCTOBER 19, 2020 IN OFFICIAL RECORDS INSTRUMENT NO. 2020/33132, OF THE PUBLIC RECORDS OF MILLEDRACOM COUNTY, RORIDA.

14. AND'S ANTED HEROLA ME SUBJECT AND REMETTED BY A RESTRICTIVE OF COUNTY AND HEROLA MERCHANISM CANDING THE PRODUCE, LLC A FORDIN LIMITED LIMITITY COMPANY, PRICE RESOURCE PROLOPIEST, LLC, A FORDIN LIMITED CHEMITY COMPANY, PLIT HONE COMPANY, LLC, A HIGHIGAN LIMITED LIMITITY COMPANY, AND ELHONDON RESERVE DECORPORATE, LLC, A HIGHIGAN LIMITED LIMITITY COMPANY, RECORDED COTOBER 21, 2020 LIMIT A FORDING HIGHIGAN RECORDS OF HILLISDORPOING COUNTY, HOSDID,

LANGS PLATED HIREON ARE SUDICT TO AND DENHETED BY AN EASEMENT SCHOOTH AND DECLOSED IN THAT INSTRUMENT RECORDS DO PRECIDE SCHOOLS BOOK 2023, PAGE 345, OF THE PUBLIC RECERDS OF HILEODOVOUGH COUNTY, FLOREDA. ž

LANDS PLATED HEREON ARE SUBLICT TO AND BRHEFITED BY AN LAZENENT STET-SORTH AND DESCLOSED IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 7871, MACE 245, OF THE PUBLIC RECORDS OF HILSBOROUGH COUNTY, FURIDA.

12. JAND. PATTIO HISTORY ME ZUJUCTET, ON AND SURFITION DE A CONMUNITY COLLARIZOR FOR STATEMENTOR RECORDED CATORIER 19, 2020 UNDEST OFFICIAL RECORDED STREAM PRINCIPALISTE, SA ARRENDER 19, 2021 UNDEST OFFICIALISTE, SA ARRENDER DE THAT REST PRINCIPALISTE A CHARMADION DE THAT REST PRINCIPALISTE AND STATEMENT OF COLLARIZOR THAT CHARMADION STATEMENT OF CONTROL STREAM STATEMENT DESTRUCTION DAVIANCE PRINCIPALISTE AND STATEMENT MONTHER 2021 STATEMENT PRINCIPAL STATEMENT



LINE TABLE

51

BELMOND RESERVE PMASE 1 PL PS —

UNPLATTED

SE CORNER OF THE NE 1/4 OF L SP-315-201

ij

ŝ

3 3 3



ARDURRA COLLABORATE, INNOVATE, CREATE,

o 200' 5CALE: 1" = 200'

LENGTH RADIUS DELTA
25.37 20.00' 72°22'7 1
25.32 20.00' 72°22'3' 25.32 30,00 75.32 95,77 61,60' 89"54'12"

SEE SHEET 2 OF 7 FOR KEY MAP SEE SHEET 2 OF 7 FOR LEGEND

S45'02'54'E 86,19" 552-531276

