SUBJECT: La Paloma Preserve

DEPARTMENT: Development Review Division of Development Services Department

SECTION: Project Review & Processing

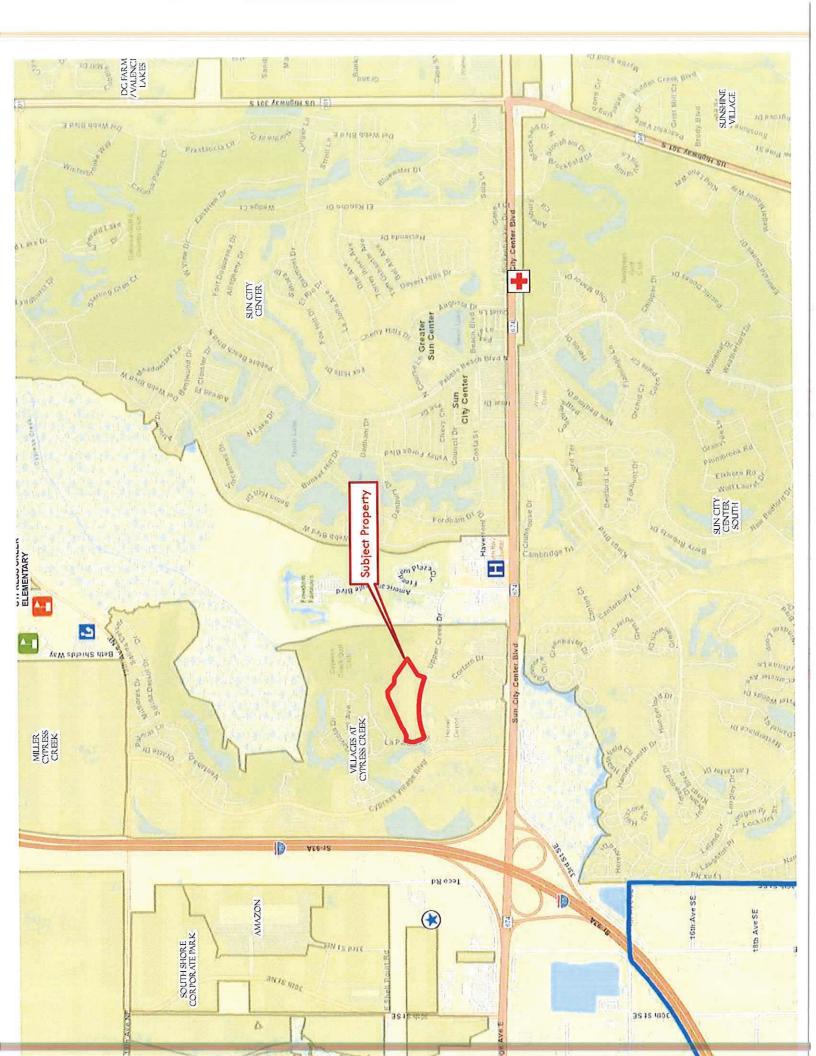
BOARD DATE: August 10, 2021 **CONTACT:** Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for La Paloma Preserve, located in Section 11, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (sidewalks, 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 \$2,331,182.38, a Warranty Bond in the amount of \$37,893.65, 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 \$9,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On February 1, 2021, Permission to Construct Prior to Platting was issued for La Paloma Preserve. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Mattamy Tampa/Sarasota, LLC and the engineer is Clearview Land Design.



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into this	
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, 177 and 125, Florida Statutes; and	, and
$\label{eq:WHEREAS} \textbf{WHEREAS} \text{ , the LDC affects the subdivision of land within the unincorporated areas of Hillsboroug County; and}$	şh
WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commission Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>LA PALOMA</u> PRESERVE Subdivision.	iers c
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County sha be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and	all no
WHEREAS, the improvements required by the LDC in the subdivision known as <u>LA PALOMA</u> <u>PRESERVE</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 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 show such plat, in accordance with the specifications found in the aforementioned LDC and required by the County	vn on
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the parea and any associated off-site improvements; and	latte
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completio improvements for maintenance as listed below and identified as applicable to this project:	n, the
Roads/Streets X Water Mains/Services Stormwater Drainage Systems Sanitary Gravity Sewer System X Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services Sidewalks X Other: Sidewalks within ROW, AI Ramps and Cross Walk; and	<u>DA</u>
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements again any defects in workmanship and materials and agrees to correct any such defects which arise during the warranteeriod; and	inst inty
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing performance of said warranty and obligation to repair.	g the

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 and any associated off-site improvements known as LA PALOMA PRESERVE 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.
- The Subdivider agrees to warranty all improvement facilities located in <u>LA PALOMA</u>

 <u>PRESERVE</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:

Letters of Credit, number _	, dated	, and
number		with
		by order
of		
A Performance Bond, dated Mattamy Tampa/Sarasota Argonaut Insurance C		
A Warranty Bond, dated Mattamy Tampa/Saraso	fune 11, 2021 with ota, LLC as Principal, and	
Argonaut Insurance		
Escrow Agreements, dated	, between and the County, or	
Cashier/Certified Checks, n	number, dated	1

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.

- 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.

- 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>LA PALOMA PRESERVE</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 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
 - 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 ATTEST: SUBDIVIDER: By: Mattamy Tampa/Sarasota, LLC, a Delaware Limited Liability Company Authorized Corporate Officer or Individual Witness' Signature (Signed before a Notary Public and 2 Witnesses) Inomas Printed Name of Witness Title: Vice President 4107 Crescent Park Dr., Riverview, FL 33578 Printed Name of Witness Address of Signer 813-381-3838 Phone Number of Signer ATTEST: HILLSBOROUGH COUNTY CLERK OF THE CIRCUIT COURT **BOARD OF COUNTY COMMISSIONERS** By: Deputy Clerk 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 of	r 🗆
online notarization, this June 15, 2021 by Roy Johnson Mc Craw III , I	/ice
President of Mattamy Tampa/Sarasota, LLC, a Delaware limited liability company	, on
behalf of the corporation. He is personally known to me or has produced (type of identification)	_ as
identification.	

SUSAN GREENE
MY COMMISSION # GG 976409
EXPIRES: August 6, 2024
Bonded Thru Notary Public Underwriters

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: Aug 6, 2024

SUBDIVISION PERFORMANCE BOND

Bond No. SUR0068942

KNOW ALL MEN BY THESE PRESENTS, That we, Mattamy Tampa/Sarasota, LLC called the Principal, and Argonaut Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Million Three Hundred Thirty One Thousand One Hundred Eighty Two and 38/100 (\$2,331,182.38) 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 LA PALOMA PRESERVE 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 <u>September 10, 2022</u>.

SIGNED, SEALED AND DATED this 11th day of June, 2021.

ATTEST:	Mattamy Tampa/Sarasota, LLC
Susan Greene	BY: PRINCIPAL (SEAL) RoyJohnson McCrow III
	Argonaut Insurance Company SURETY (SEAL)
ATTEST:	James I. Moore, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

Argonaut Insurance Company

Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

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

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

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

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

\$85,000,000.00

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

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

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

Argonaut Insurance Company

SEAL NOS

Joshua C. Betz, Senior Vice President

STATE OF TEXAS COUNTY OF HARRIS SS:

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

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

KATHLEEN M. MEEKS
Notary Public, State of Texes
Comm. Expires 07-18-2021
Notary ID 567802-8

Kathun M. W Lulo
(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of June , 2021



James Bluzard , Vice President-Surety

State of Illinois}
} ss.
County of DuPage }

On June 11, 2021, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires June 26, 2022

Tariese M. Pisciotto, Notary Public

Commission No. 560807

OFFICIAL SEAL TARIESE M PISCIOTTO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/26/22

Summary For Performance Bond

LA PALOMA PRESERVE FOLIO NUMBERS 54248.0500, 54248.0550

Earthwork	\$ 511,061.75
Streets and Drainage Facilities	\$ 894,983.45
Water Distribution System	\$ 216,674.00
Sewage Collection System	\$ 242,226.70
Total Amount	\$ 1,864,945.90
Security Amount (125% of Total)	\$ 2,331,182.38

Christopher O'Kelley, FL. P.E. No. 70734

Clearview Land Design P.I

Date Prepared: 06/09/202

Schedule: Earthwork

LA PALOMA PRESERVE FOLIO NUMBERS 54248.0500, 54248.0550

ltem	QTY	Unit	Unit Price		Тс	tal Amount
Mobilization / General Conditions	1	LS	\$	41,000.00	\$	41,000.00
NPDES Compliance	1	LS	\$	8,100.00	\$	8,100.00
Maintenance of Traffic	1	LS	\$	5,000.00	\$	5,000.00
Construction Entrance	1	EA	\$	4,200.00	\$	4,200.00
Silt Fence	4,005	LF	\$	1.40	\$	5,607.00
Floating Turbidity Barrier	1,080	LF	\$	11.40	\$	12,312.00
Demolition of Curb	155	LF	\$	2.80	\$	434.00
Demolition of Sidewalk	195	SY	\$	6.80	\$	1,326.00
Clearing & Grubbing	1	LS	\$	32,000.00	\$	32,000.00
Strip / Site Prep	1	LS	\$	14,500.00	\$	14,500.00
Site Excavation & Grading	1	LS	\$	42,500.00	\$	42,500.00
Imported Fill	25,920	CY	\$	11.00	\$	285,120.00
Sod- R/W	1,325	SY	\$	3.10	\$	4,107.50
Sod - Pond Slopes	2,165	SY	\$	3.10	\$	6,711.50
Seed & Mulch - R/W	7,290	SY	\$	0.30	\$	2,187.00
Seed & Mulch - Disturbed Areas	63,875	SY	\$	0.30	\$	19,162.50
Final Grading	1	LS	\$	24,500.00	\$	24,500.00
Stabilized Access Road	95	SY	\$	24.15	\$	2,294.25

Total Earthwork

\$

511,061.75

Schedule: Streets & Drainage Facilities

LA PALOMA PRESERVE

Item	QTY	Unit	U	nit Price	То	tal Amount
Sawcut & Match Existing Asphalt	1	LS	\$	560.00	\$	560.00
1-1/2" Asphalt Surface (Type SP-9.5)	7,980	SY	\$	12.35	\$	98,553.00
8" Cement Treated Base	7,980	SY	\$	17.60	\$	140,448.00
12" Stabilized Subgrade (LBR 40)	7,980	SY	\$	2.50	\$	19,950.00
Stabilized Curb Pad	6,135	LF	\$	2.85	\$	17,484.75
Drop Curb	870	LF	\$	17.55	\$	15,268.50
Miami Curb	4,615	LF	\$	12.65	\$	58,379.75
Type D Curb	680	LF	\$	12.65	\$	8,602.00
Type F Curb	650	LF	\$	15.80	\$	10,270.00
4" Concrete sidewalk	14,934	SF	\$	4.35	\$	64,962.90
6" Concrete Driveway	690	SF	\$	5.65	\$	3,898.50
5' ADA Ramp	17	EA	\$	1,050.00	\$	17,850.00
Signage and Pavement Markings	1	LS	\$	8,750.00	\$	8,750.00
15" RCP	260	LF	\$	38.00	\$	9,880.00
18" RCP	1,675	LF	\$	45.65	\$	76,463.75
24" RCP	1,065	LF	\$	62.00	\$	66,030.00
30" RCP	35	LF	\$	87.60	\$	3,066.00
36" RCP	145	LF	\$	115.00	\$	16,675.00
8" HDPE Storm	720	LF	\$	18.85	\$	13,572.00
12" HDPE Storm	690	LF	\$	23.15	\$	15,973.50
Type 1 Inlet	14	EA	\$	5,300.00	\$	74,200.00
Type 2 Inlet	2	EA	\$	5,400.00	\$	10,800.00
Type C GTI	3	EA	\$	2,550.00	\$	7,650.00
Storm Manhole	8	EΑ	\$	3,300.00	\$	26,400.00
36" RCP MES	1	EA	\$	3,850.00	\$	3,850.00
Rip Rap	1	EA	\$	605.00	\$	605.00
6" Underdrain	1,198	LF	\$	17.10	\$	20,485.80
6" Underdrain Cleanout	8	EA	\$	305.00	\$	2,440.00
Yard Drain	15	EA	\$	955.00	\$	14,325.00
Connect Storm	1	LF	\$	8,700.00	\$	8,700.00
Dewatering	3,180	LF	\$	6.25	\$	19,875.00
Storm Sewer Testing	4,590	LF	\$	8.50	\$	39,015.00
Total Streets and Draina	ge System				\$	894,983.45

Schedule: Water Distribution System

LA PALOMA PRESERVE

Item	QTY	Unit	Unit Price	Total Amount
Connect to Existing 8" Water Main	1	EA	\$ 2,750.00	\$ 2,750.00
Temporary Construction Meter Assembly	1	EA	\$ 20,000.00	\$ 20,000.00
8" PVC Water Main	2,632	EA	\$ 22.30	\$ 58,693.60
4" PVC Water Main	561	EA	\$ 11.75	\$ 6,591.75
8" DIP Water Main	215	LF	\$ 57.95	\$ 12,459.25
8" Gate Valve Assembly	18	EA	\$ 1,600.00	\$ 28,800.00
4" Gate Valve Assembly	2	EA	\$ 965.00	\$ 1,930.00
8" MJ Bend	7	EA	\$ 345.00	\$ 2,415.00
4" MJ Bend	1	EA	\$ 205.00	\$ 205.00
8" MJ Tee	1	EA	\$ 525.00	\$ 525.00
8" MJ reducer	3	EA	\$ 270.00	\$ 810.00
Fire Hydrant Assembly	6	EA	\$ 4,750.00	\$ 28,500.00
Single Service Short	71	EA	\$ 340.00	\$ 24,140.00
Single Service Long	32	EA	\$ 435.00	\$ 13,920.00
Building water services	1	EA	\$ 3,550.00	\$ 3,550.00
Blowoff Assembly	3	EA	\$ 1,750.00	\$ 5,250.00
Chlorination & Testing	3,408	LF	\$ 1.80	\$ 6,134.40

Total Water Distribution System	\$ 216,674.00

Schedule: Sewage Collection System

LA PALOMA PRESERVE

Item	QTY	Unit	Į	Jnit Price	То	tal Amount
Connect to Existing Sanitary	1		\$	14,500.00	\$	14,500.00
8" PVC (0' - 6' Cut)	444	EA	\$	19.60	\$	8,702.40
8" PVC (6' - 8' Cut)	1,786	LF	\$	21.05	\$	37,595.30
8" PVC (8' - 10' Cut)	447	LF	\$	22.85	\$	10,213.95
8" PVC (10' - 12' Cut)	132	LF	\$	25.25	\$	3,333.00
Standard Manhole (0' - 6' Cut)	5	EA	\$	3,500.00	\$	17,500.00
Standard Manhole (6' - 8' Cut)	8	EA	\$	3,850.00	\$	30,800.00
Standard Manhole (8' - 10' Cut)	2	EA	\$	4,100.00	\$	8,200.00
Standard Manhole (10' - 12' Cut)	. 2	EA	\$	4,500.00	\$	9,000.00
Single Sewer Service Connection	3	EA	\$	840.00	\$	2,520.00
Double Sewer Service Connection	32	EA	\$	1,150.00	\$	36,800.00
Dewatering	2,809	LF	\$	12.90	\$	36,236.10
Sanitary Sewer Testing	2,809	LF	\$	9.55	\$	26,825.95
	otal Sewage Collection	n System			\$	242,226.70

WARRANTY BOND

Bond No. SUR0068940

the Principal and Argonaut Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Thirty Seven Thousand Eight Hundred Ninety Three and 65/100 (\$37,893.65) 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 (sidewalks within ROW, ADA Ramps, Crosswalks, water and wastewater) for maintenance in the approved platted subdivision and any associated off-site improvements within the Subdivision known as <u>LA PALOMA PRESERVE</u>; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (sidewalks within ROW, ADA ramps, cross walk, 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 ADA Ramps, Crosswalks water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as LA PALOMA PRESERVE 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 September 10, 2024.

SIGNED, SEALED AND DATED this 11th day of June, 2021.

ATTEST:

Mattamy Tampa/Sarasota, LLC

PRINCIPAL (SEAL)
Roy Johnson McCraw III

ATTEST:

Argonaut Insurance Company SURETY

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

Argonaut Insurance Company

Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

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

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

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

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

\$85,000,000,00

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

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

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

Argonaut Insurance Company

STATE OF TEXAS COUNTY OF HARRIS SS:

Joshua C. Betz, Senior Vice President

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

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

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-18-2021
Notary ID 567802-8

Kathun M. Mulo
(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of June , 202



James Bluzard, Vice President-Surety

State of Illinois}
} ss.
County of DuPage }

On June 11, 2021, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires June 26, 2022

Tariese M. Pisciotto, Notary Public

Commission No. 560807

OFFICIAL SEAL
TARIESE M PISCIOTTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/26/22

Summary For Warranty Bond

LA PALOMA PRESERVE FOLIO NUMBERS 54248.0500, 54248.0550

Sidewalks in ROW, ADA Ramp and Cross-Walk	\$	26,482.25
Water Distribution System	\$	187,789.60
Sewage Collection System	_\$_	164,664.65
Total Amount	\$	378,936.50
Security Amount (10% of Jental)	\$	37,893.65
No. 70734		

Christopher O'Kelles, FL. Pokudio: 78 Clearview Land Design Floral English Date Prepared: 06/09/2021

Schedule: Streets & Drainage Facilities

LA PALOMA PRESERVE

Item	QTY	Unit	U	nit Price	To	tal Amount
1-1/2" Asphalt Surface (Type SP-9.5)	180	SY	\$	12.35	\$	2,223.00
8" Cement Treated Base	180	SY	\$	17.60	\$	3,168.00
12" Stabilized Subgrade (LBR 40)	180	SY	\$	2.50	\$	450.00
5' Concrete Sidewalk (4" Thick)	3,975	SF	\$	4.35	\$	17,291.25
ADA Ramps	2	EA	\$	1,050.00	\$	2,100.00
Signing & Pavement Marking- Offsite only	1	LS	\$	1,250.00	\$	1,250.00
Total Streets and Dr	Total Streets and Drainage System				\$	26,482.25

Schedule: Water Distribution System

LA PALOMA PRESERVE

Item	QTY	Unit	U	nit Price	To	tal Amount
8" PVC Water Main	2,632	EA	\$	22.30	\$	58,693.60
4" PVC Water Main	561	EA	\$	11.75	\$	6,591.75
8" DIP Water Main	215	LF	\$	57.95	\$	12,459.25
8" Gate Valve Assembly	18	EA	\$	1,600.00	\$	28,800.00
4" Gate Valve Assembly	2	EA	\$	965.00	\$	1,930.00
8" MJ Bend	7	EA	\$	345.00	\$	2,415.00
4" MJ Bend	1	EA	\$	205.00	\$	205.00
8" MJ Tee	1	EA	\$	525.00	\$	525.00
8" MJ reducer	3	EA	\$	270.00	\$	810.00
Fire Hydrant Assembly	6	EA	\$	4,750.00	\$	28,500.00
Single Service Short	71	EA	\$	340.00	\$	24,140.00
Single Service Long	32	EA	\$	435.00	\$	13,920.00
Building water services	1	EA	\$	3,550.00	\$	3,550.00
Blowoff Assembly	3	EA	\$	1,750.00	\$	5,250.00
Total Water Distribution System					\$	187,789.60

Schedule: Sewage Collection System

LA PALOMA PRESERVE

Item	QTY	Unit	U	Init Price	To	tal Amount
8" PVC (0' - 6' Cut)	444	EA	\$	19.60	\$	8,702.40
8" PVC (6' - 8' Cut)	1,786	LF	\$	21.05	\$	37,595.30
8" PVC (8' - 10' Cut)	447	LF	\$	22.85	\$	10,213.95
8" PVC (10' - 12' Cut)	132	LF	\$	25.25	\$	3,333.00
Standard Manhole (0' - 6' Cut)	5	EA	\$	3,500.00	\$	17,500.00
Standard Manhole (6' - 8' Cut)	8	EA	\$	3,850.00	\$	30,800.00
Standard Manhole (8' - 10' Cut)	2	EA	\$	4,100.00	\$	8,200.00
Standard Manhole (10' - 12' Cut)	2	EA	\$	4,500.00	\$	9,000.00
Single Sewer Service Connection	3	EA	\$	840.00	\$	2,520.00
Double Sewer Service Connection	32	EA	\$	1,150.00	\$	36,800.00
Total Sewage Collection System					\$	164,664.65

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into thisday of	2021 by and between
Mattamy Tampa/Sarasota, LLC, a Florida Limited Liability Company, I	nereinafter referred to as "Subdivider",
and Hillsborough County, a political subdivision of the State of Florida,	

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 LA PALOMA PRESERVE; 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>LA PALOMA</u> <u>PRESERVE</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; 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:

- 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>LA PALOMA PRESERVE</u> 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.	dated, with
	by order of
	, or
b.	A Performance Bond, dated <u>June 11, 2021</u> with <u>Mattamy Tampa/Sarasota, LLC</u> as Principal, and <u>Argonaut Insurance Company</u> as Surety, or
d.	Cashier/Certified Check, number

Lotter of Credit number

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.
- 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 <u>LA PALOMA PRESERVE</u> 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					
	ATTEST:	SUBDIVIDER: Mattamy Tampa/Sarasota, LLC, a Delaware Limited Liability Company				
_	Witness' Signature	(Sign before a Notary Public)				
	Thomas Griggs Printed Name of Witness	Roy Johnson McCraw III Printed Name of Signer				
	Witness' Signature	Title of Signer: Vice President				
	Bradley Labozzetta Printed Name of Witness	4107 Crescent Park Drive, Riverview, FL 33578 Address of Signer				
	CORPORATE SEAL (When Appropriate)	813-381-3838 Phone Number of Signer				
	ATTEST:					
	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY	CLERK OF CIRCUIT COURT, FLORIDA				
	By:	Ву:				
	Chairman	Deputy Clerk				

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 I physical presence or I online notarization, this June 5, 2021 by Roy Johnson M Yaw III (name of officer or agent, Vice President of Mattamy Tampa/Sarasota, LLC, a Delaware limited liability company, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

SUSAN GREENE MY COMMISSION # GG 976409 EXPIRES: August 6, 2024 Bonded Thru Notary Public Underwriters

[Notary Seal]

(Susan (Drea Notary Public

Susan Greene

Name typed, printed or stamped
My Commission Expires: Aug 6, 2024

SUBDIVISION PERFORMANCE BOND

Bond No. SUR0068941

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Mattamy Tampa/Sarasota, LLC</u>, called the Principal, and <u>Argonaut 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>Nine Thousand Two Hundred Fifty and 00/100</u> (9,250.00) 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 LA PALOMA PRESERVE 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 <u>September 10, 2023</u>.

SIGNED, SEALED AND DATED this 11th day of June, 2021.

ATTEST:

Mattamy Tampa/Sarasota, LLC

BY:

PRINCIPAL (SEAL)

Roy Johnson McCrow III

Argonaut Insurance Company
SURETY

BY

James I. Moore, Attorney-in-Pact (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

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

Chicago, IL 60606

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

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

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

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

\$85,000,000.00

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

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

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

Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS COUNTY OF HARRIS SS:

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

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

KATHLEEN M. MEEKS
Notery Public, State of Texes
Comm. Expires 07-18-2021
Notery ID 567902-8

Kathun M. Mulk (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of June . 202

SEAL TO ALMOS

James Bluzard , Vice President-Surety

State of Illinois}
} ss.
County of DuPage }

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On <u>June 11, 2021</u>, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>James I. Moore</u> known to me to be Attorney-in-Fact of <u>Argonaut Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires June 26, 2022

Tariese M. Pisciotto, Notary Public

Commission No. 560807

OFFICIAL SEAL TARIESE M PISCIOTTO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/26/22

Summary For Performance Bond

LA PALOMA PRESERVE FOLIO NUMBERS 54248.0500, 54248.0550

Set All PCPs & Lot Corners		\$7,400.00
Total Amount	\$	7,400.00
Security Amount (125% of Total)	\$	9,250.00

Christopher O'Kelley, FL. P.E. No Clearview Land Design P.L.

Engineers Cost Breakdown

Schedule: Permanent Control Points (PCPs) & Lot Corners

LA PALOMA PRESERVE

FOLIO NUMBERS 54248.0500, 54248.0550

Item	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 7,400.00	\$ 7,400.00
Total PCPs &	Lot Corners			\$7,400.00

SECTION 11, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

Northerace at the Northeast comer of said Section 11, run thence along the East boundary of the Northeast 14 of said Section 11, S.009'852'8", ... 1290 feet to a point on the North boundary of the Alphic Northeast 14 of said Section 11, S.009'85'3", ... 120.80 feet to the Northeast Check Page 90, of the Public Records of Hillsborough County, Rordst then ealong said who the Said Upper Creek Drive, also being the Northeast comer of Upper Creek Drive, also being the Northeast comer of Upper Creek Drive as recorded in Offidal Records 800k 3561, Page 240, of the Public Records of Hillsborough County, Florida: thence along the North boundary of the right-low, way for said Upper Creek Drive, the following five (3) courses: 1) confinue N.89'56'59'W, ... 12/S8 feet to a point of curvature; 2) Westerfy, ... 351.00 feet to the Southwest Comer of Odivi-chain having a radius of 966.00 feet and a central angle of 20.4948" (chord bearing N.79'82'05'W, ... 142'8 feet to a point of curvature; 3) Westerfy, ... 351.00 feet be being the Polink Records Book 222.38, Page 1189 of the Public Records of Hillsborough County, Florida: also being the Polink Records Book 222.38, Page 1189 of the Public Records of Hillsborough County, Florida: also being the Polink Records Book 222.38, Page 1189 of the Public Records of Hillsborough County, Florida: also being the Polink Records Book 55, Page 24, of the Public Records of Hillsborough County, Florida: thence along the East-Book 55, Page 24, of the Public Records of the page of the Public Records of the page of Alphan Drive, according to the page of Alphan Drive, according to the page of Alphan Drive, according to the page of Alphan Book 55, Page 24, of the Public Records of Hillsborough County, Florida: thence along the East-Book 55, Page 24, of the Public Records of the page 200 of the public Records of Course and a central angle of 43'3'0'3'9'3' (chord bearing N.09'3'0'3''', 130'.3''' (chord bearing N.09'3'0'3''', 142.6'3'''' (chord bearing N.09'3'''', 130'.3'''' (chord bearing N.09'3'''',

Containing 19.042 acres, more or less.

This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

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 supplanted 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.

SURVEYOR'S CERTIFICATION

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivided; that this plat was prepared under my direction and supervision and complies with all the survey requirements of Chapter 177, Part I, Florida Statutes, and the Hillsborough County Land Development Code; and that Permanent Reference Monuments (P.R.M. s) were set on the development of the control of the Charmanet Control Polnics) as shown hereon, and that the "D.C. As shown hereon, and that the "D.C. As shown hereon, and there monumentation of lot corners, points of interesction and changes of direction of lines within the subdivision as required by sald Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

FINERRITT, INC.. (Certificate of Authorization Number LB7778) 3010 W. Azeele Street, Suite 150 Tampa, Florida 33609

Arthur W. Merritt, (License No. LS4498) Florida Professional Surveyor and Mapper

LA PALOMA PRESERVE

- Northing and Easting coordinates (indicated in feet) as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1993 (NAD 83 1990 ADJUSTNENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only. Organisms Coordinates: Statons "SHOUN" and RUSKIN 4"
- Subdivision plats by no means represent a determination on whether properties will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the Development Review Division has information regarding and restrictions on development. 2
- Drainage tasements shall not contain permanent improvements, including, but not limited to, sidewalks, diverways, impervious surfaces, paties, decks pools, air conditioners, structures, utility shades, poles, fences, sprindler systems, trees, shrubs, hedges, and fandscaping plants of their than grass, except for hardscaping of stommater detention and retention points are required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
- All platted 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.
- 'n.
- This plat, at the time of its recording, its benefited by and subject to the following:

 a) Dedaration of Covenarias, Conditions and Restrictions, which conclinars provisions for a private charge or assessments, recorded in Book 5790, Page 1630; Notice of Amendment recorded in Book 5797, page 1452, Designation of Delegate Districts recorded in Book 5739, page 875, Section and Amendment recorded in Book 6245, page 1259; Revision to Amendment recorded in Book 6245, page 1259; Revision to Amendment recorded in Book 6245, Page 1259; Revision to Second Amendment recorded in Book 6245, Page 1259; Revision to Second Amendment recorded in Book 6245, Page 1259; Revision to Second Amendment recorded in Book 6278, Page 520, Page 1264; Notice of Preservation recorded in Book 5735, Page 2059; Dedaration of Amendment recorded in Book 1078; Page 1264; Notice of Preservation recorded in Book 5735, Page 2059; Dedaration of Amendment and Delegation of Rights recorded in Book 1078; Page 2056; Page 821, but deleding any covenant, condition or restriction including a preference, Ilmitation or discrimination based on race, color, religion, sex, handricap, Page 204, Page
- restrictions violate 42 USC 3604(c).
 Terms and conditions of that certain Agreement as evidenced by Nemorandum of Agreement recorded in Book 5803, Page 1527, as affected by Affidavit recorded in Book 10476, Page 1116 and Affidavit recorded in Book 10994, Page 1395.
 Assignment of Development Entitlements recorded in Offidal Records Instrument #2021083955. Û
 - P

BOARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Date	Chalrman	
CLERK OF CIRCUIT COURT		
County of Hillsborough State of Florida		
I hereby certify that this subdivision plat meets the requing and has been filed for record in Plat Book $_{oldsymbol{}}$, Page $_{oldsymbol{}}$	n plat meets the requirements in for : Book, Page, of 1	I hereby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part I of the Florida Statutes and has been filed for record in Plat Book, Page, of the Public Records of Hillsborough County, Florida.
BY: Glerk of Gircuit Court	<u>8</u>	BY: Deputy Clerk
This day of		TIME

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

CLERK FILE NUMBER

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.

Job No.: AMI-MTS-CC-002 File: P:\Cypress Creek Thomes - Mattamy\Master Plan\Plat LAND SURVEYING & MAPPING Certificate of Authorization Number LB 7778 DMEBBITT, INC. 3010 W. Azeele Street, Suite 150 Tampa, FL 33609

SHEET 1 OF 15 SHEETS

SECTION 11, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION: The undersigned, Mattamy Tampa/Sarasota LLC, a Delaware limited liability company is the fee simple Owner of the lands platted herein and owner does hereby dedicate this plat of LA PALOMA PRESERVE, for record. Owner does hereby make the following dedications and reservations:

Owner does hereby dedicate the (Public) Water Main Easement and the (Public) Sanitary Sewer Easement as shown hereon, to Hillsborough County, Florida (the "County") for the benefit of the public.

Owner further does hereby dedicate the Utility Easements as shown hereon, to Hillsborough County for the benefit of the public, for access and utility purposes, and for other purposes incidental thereto.

Owner hereby grants to Hillsorough County government and providers of law enforcement, fire emergency, emergency medical, mail, package delivery solld waste/sanitation, and other strainfar governmental and quast-governmental arevices, an on-exclusive access essement over and across the private models and private rights-of-way within TMCT 'A' as shown hereon for layers and egress for the performance of their official duties.

Owner hereby grants to providers of street lights, telephone utilities, electric utilities, water and sanitary sewer utilities, Internet service providers and cable television utilities, and other public and quasi-public utilities, a non-exclusive access easement over and across, and a non-exclusive utility easement over, across and under, the private roads and private rights-of-way within TRACT. "A and the areas designated hereon as utility easement, over, across and for the construction, installation, and mathrenance of utilities and related purposes, for the benefit of the lot owners herein.

Owner further does hereby state and declare the following:

The private roads and private rights-of-way shown and depicted on this plat as TRACT "A" are not dedicated to the public, but are private, and are hereseved by Owner for conveyance by separate instrument to a Homeowners Associately. Community Development District, or other custodial and malnerance entry subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision, as access for ingress and egress of lot owners within the subdivision, as access for ingress and egress of lot owners and their guests and invitees. Said private roads and private rights-of way are not dedicated to the public and will be privately maintained.

The (Private) Drainage Essements and the (Private) Drainage and Access Essements as shown hereon are hereby reserved by Owner for conveyance by separate instrument to a Homeowners Association, Community Development District, or other custodial and maintenance entity subsequent to the excording of this plat for the benefit of the lot owners within the suodivision. Said essements are not dedicated to the public and will be privately maintained.

Fee interest in TRACTS "B-1", "B-2", "B-3", "B-4", "B-6" and "B-7", as shown hereon, are hereby reserved by Owner for conveyance by separate instrument to a Homeware Association, or other custodial and maintenance entity subsecurent to the recording of this plat for the benefit of the lot owners within the subdivision. Said tracts are not dedicated to the public and will be privately maintained.

TRACTS 'N., "B-1." "B-2." "B-3." "B-5", "B-6" and "B-7", Including all Areas and Essements within such Tracts are subject to any and all sesements dedicated to public use as shown on this Plat I'm maintenance of said Tracts and Areas will be the responsibility of the Owner, its assigns and its successors in title, which may include a Homeowners Association, Community Development District, or other custodial and maintenance entity.

The maintenance of Owner-reserved tracts, areas and private easements reserved by Owner will be the responsibility of the Owner, its assigns and its successors in title.

Witness WItness Roy Johnson McCraw III, Vice President

OWNER: MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company

Printed Name

Printed Name

ACKNOWLEDGEMENT: State of Florida, County of

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____, day of _______, 20____, by Roy Johnson McCaw III, as Vice President of Mattamy Tampa/Sarasota LLC, a Delaware limited liability company on behalf of the company. Personally known to me □ or who has produced _______ as Identification.

County, Florida, the day and year aforesald. Witness my hand and seal at

My Commission expires: Notary Public, State of Florida at Large

(Printed Name of Notary)

Commission Number:

EMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number 13 7778
3010 M. Azele Street, Suite 150
Tamp, H. 23609

SHEET 2 OF 15 SHEETS

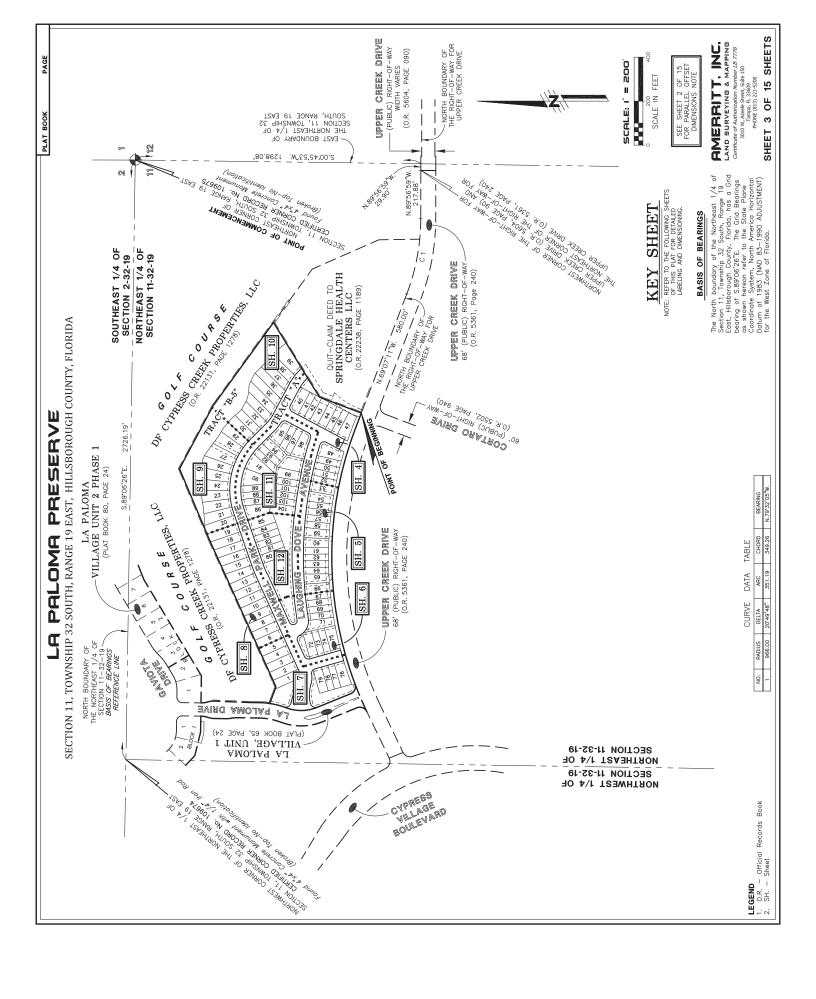
This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

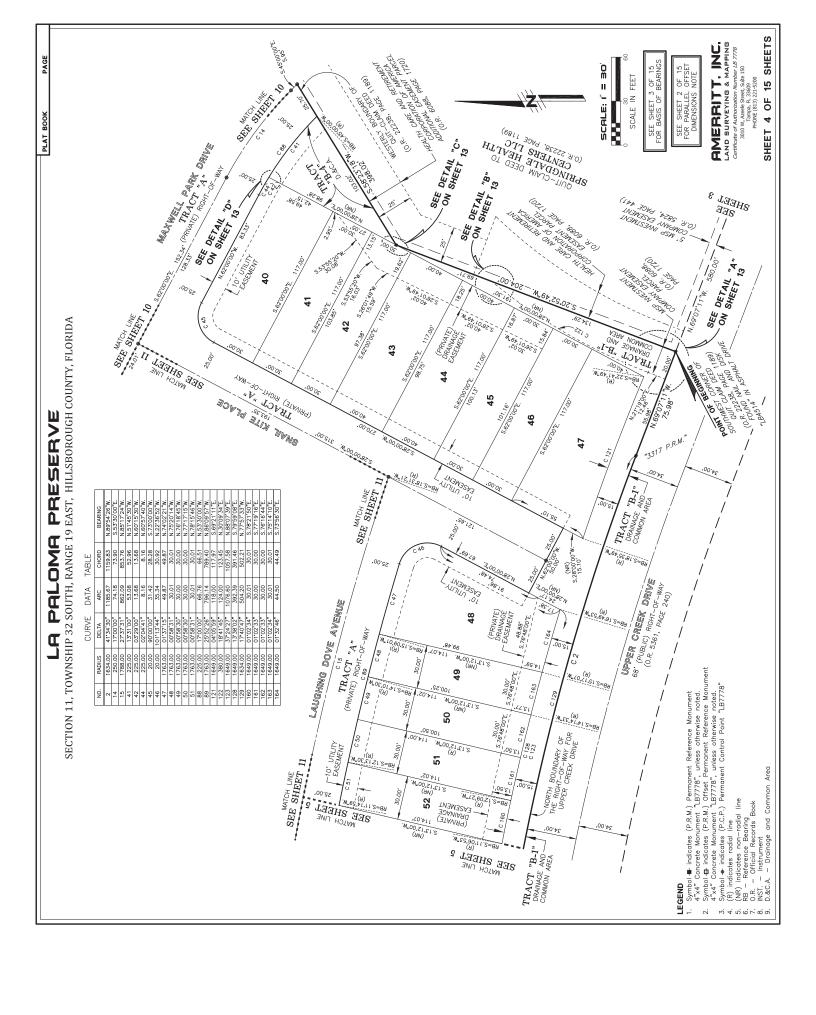
PARALLEL OFFSET DIMENSIONS NOTE:

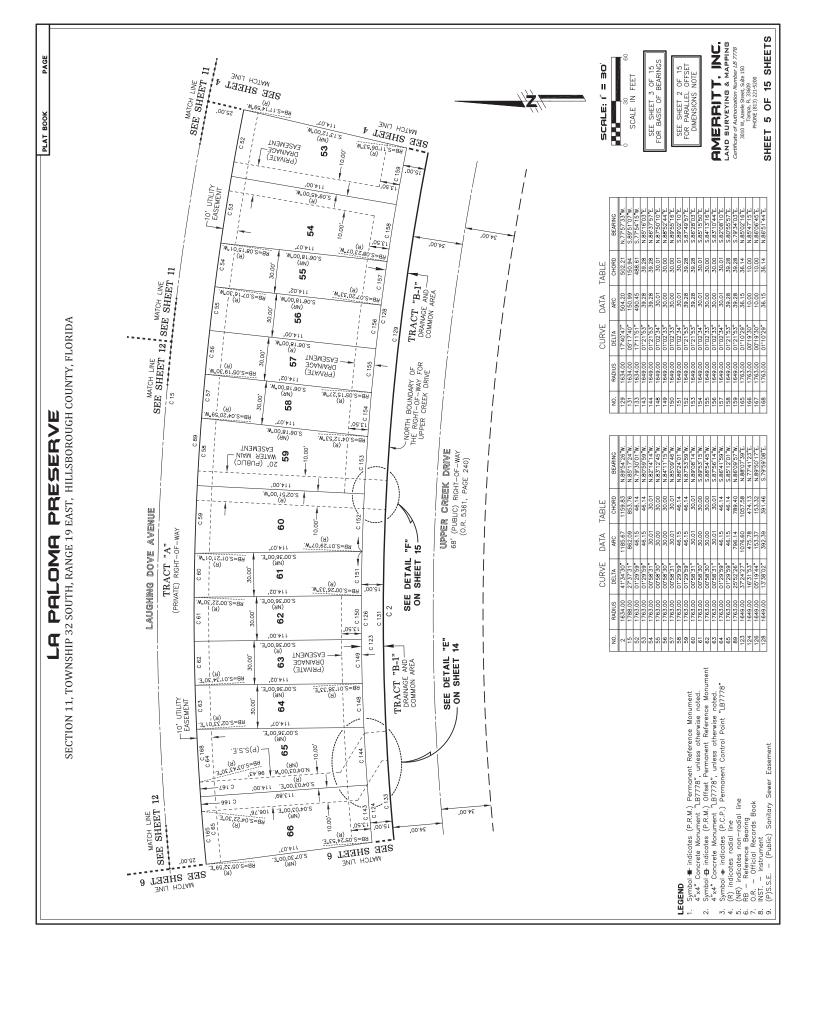
EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PRAALLEI MATURE AS SHOWN HEREON AND INDICATED TO THE WEAREST FOOT (IE: S'' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRED HO OF ADOT WITH NO GREATER OR LESSER VALUE. (IE. S' = 5.00') (IE. 7.5' = 7.50'), THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS. ,g.7—1

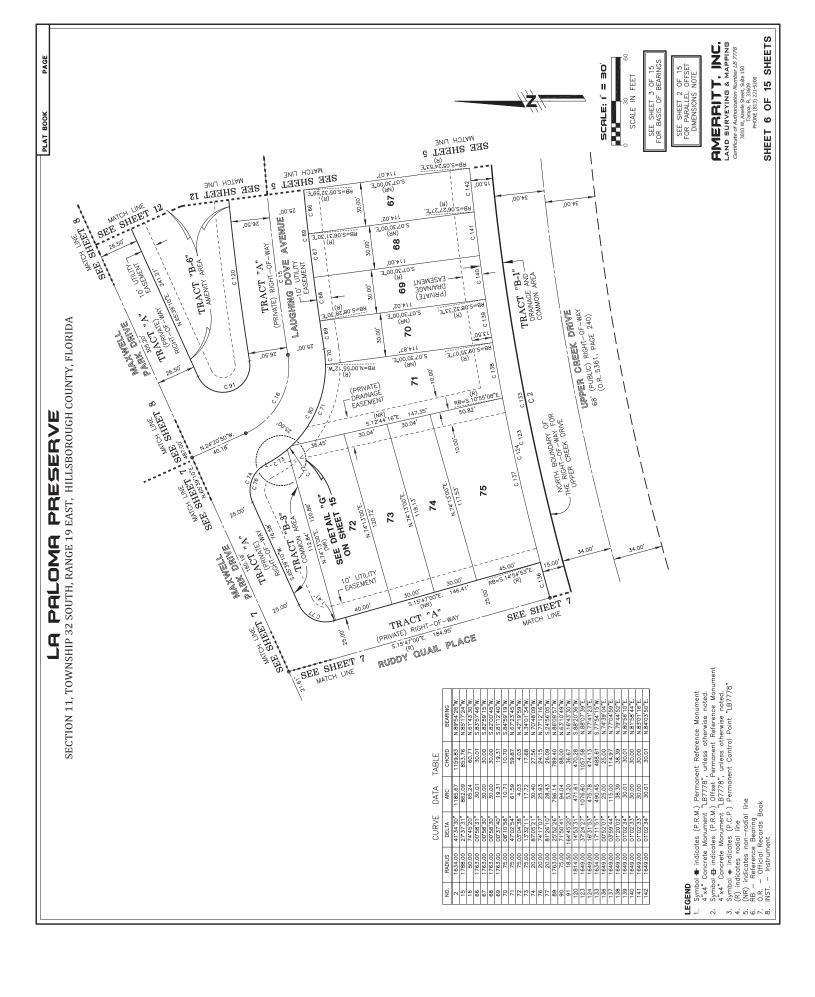
TRACT DESIGNATION TABLE

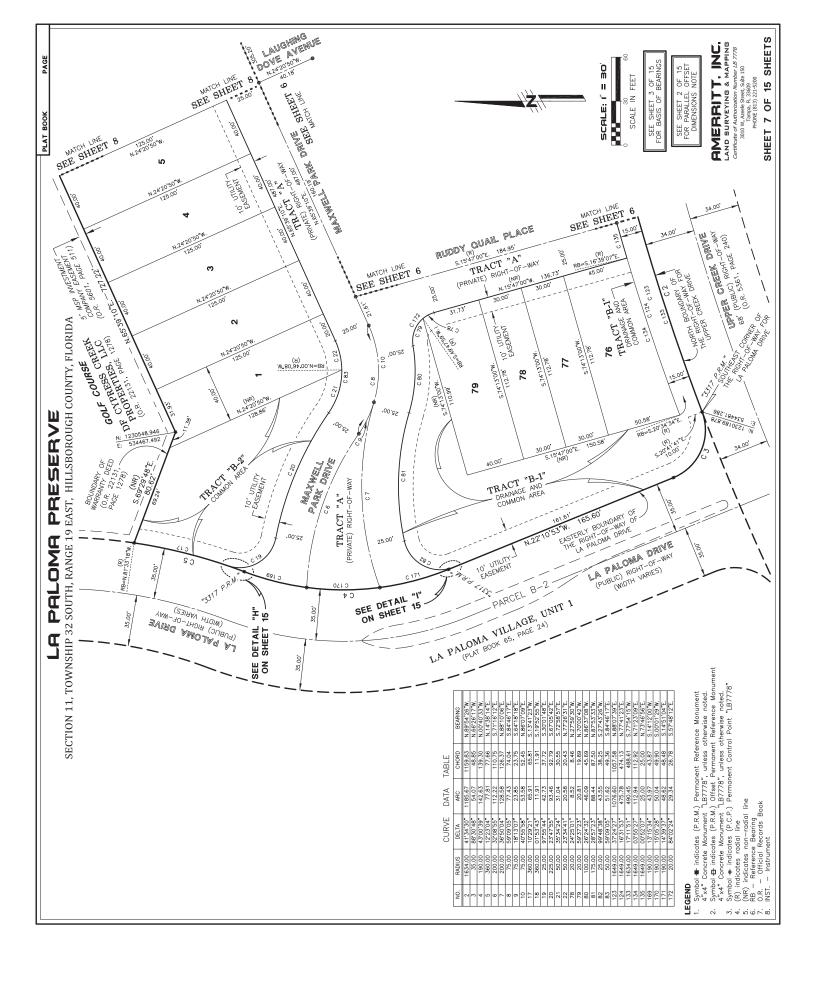
TRACT	DESIGNATION	ACREAGE
TRACT "A"	(PRIVATE) RIGHT-OF-WAY	3.647 Ac.±
TRACT "B-1"	DRAINAGE AND COMMON AREA; UTILITY EASEMENT; (PUBLIC) SANITARY SEWER EASEMENT; (PUBLIC) WATER MAIN EASEMENT	0.811 Ac.±
TRACT "B-2"	COMMON AREA; UTILITY EASEMENT	0.219 Ac.±
TRACT "B-3"	COMMON AREA; UTILITY EASEMENT; DRAINAGE AREA	0.069 Ac.±
TRACT "B-4"	DRAINAGE AND COMMON AREA; UTILITY EASEMENT	0.060 Ac.±
TRACT "B-5"	DRAINAGE AREA	1.792 Ac. ±
TRACT "B-6"	AMENITY AREA; UTILITY EASEMENT	0.825 Ac.±
TRACT "B-7"	COMMON AREA; UTILITY EASEMENT; DRAINAGE AREA	0.139 Ac. ±

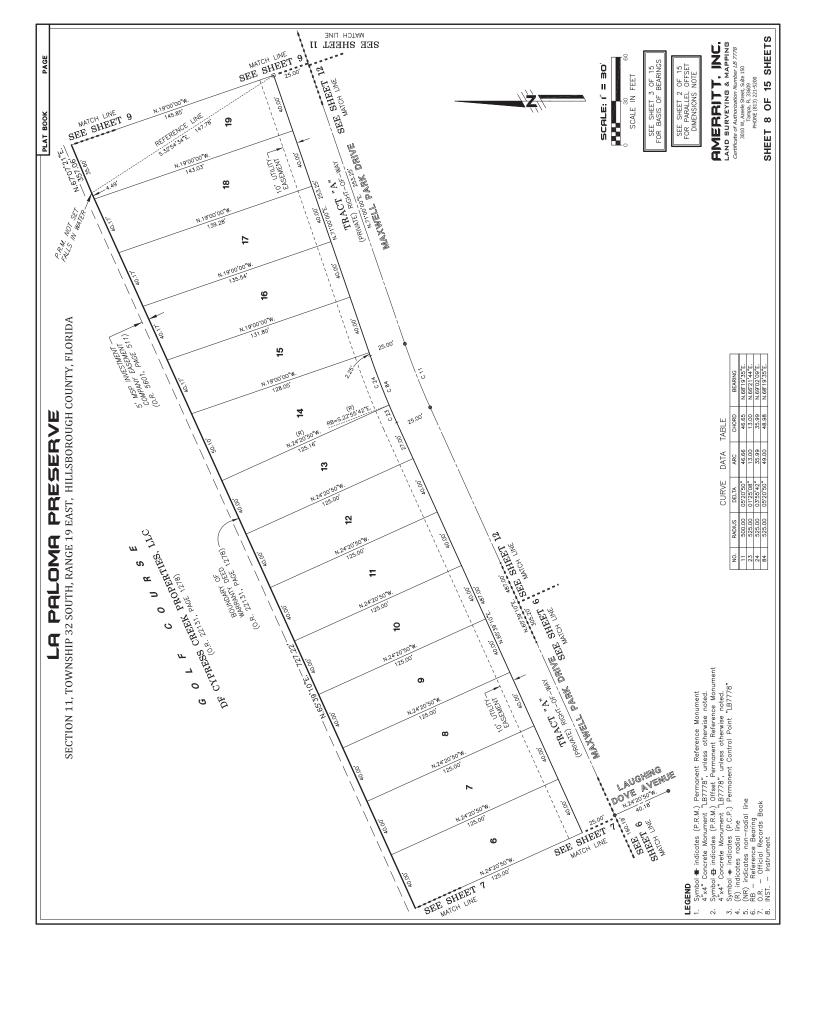


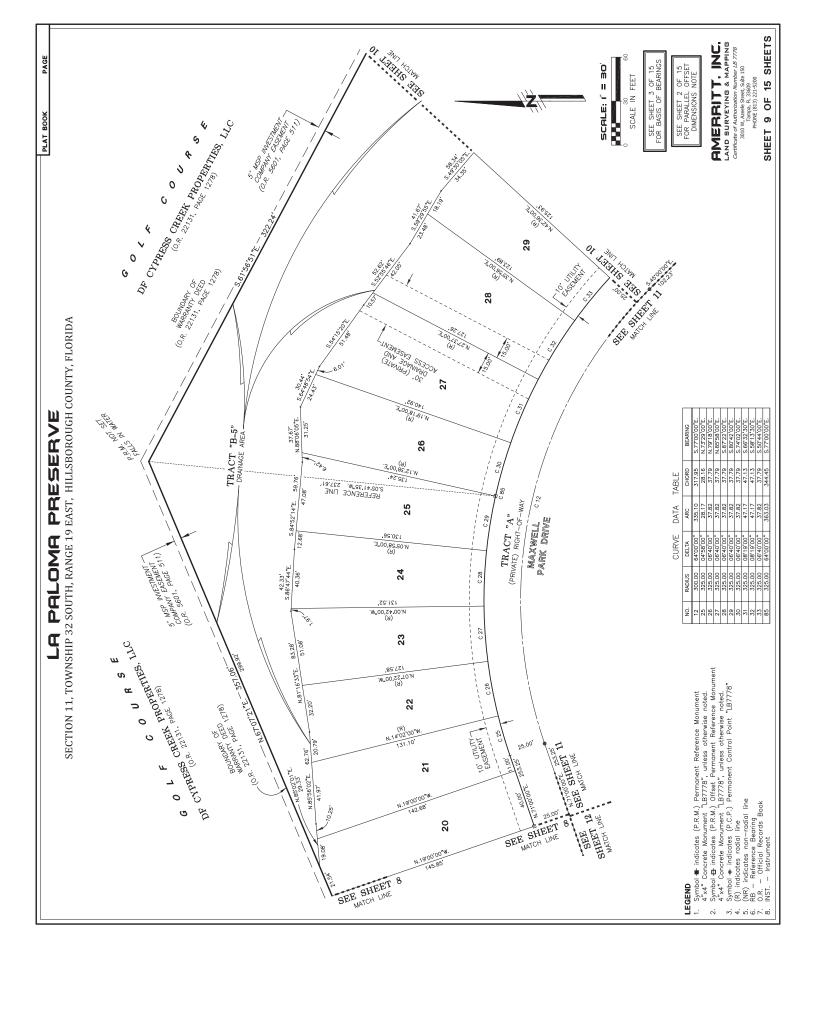


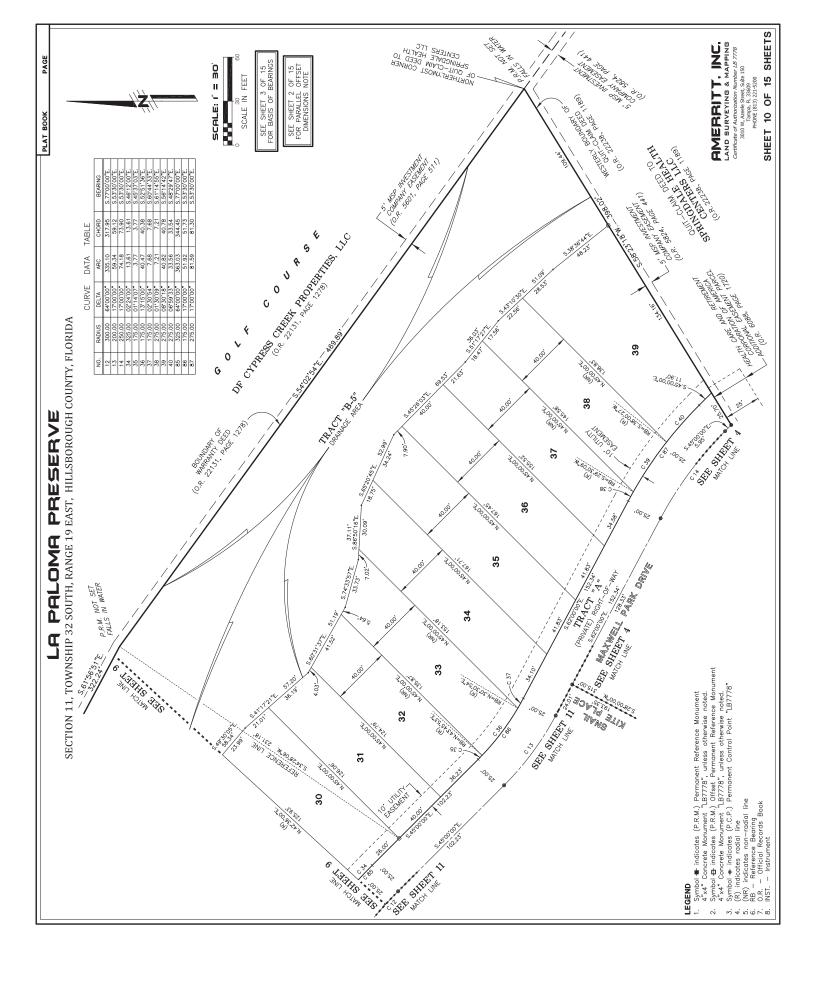


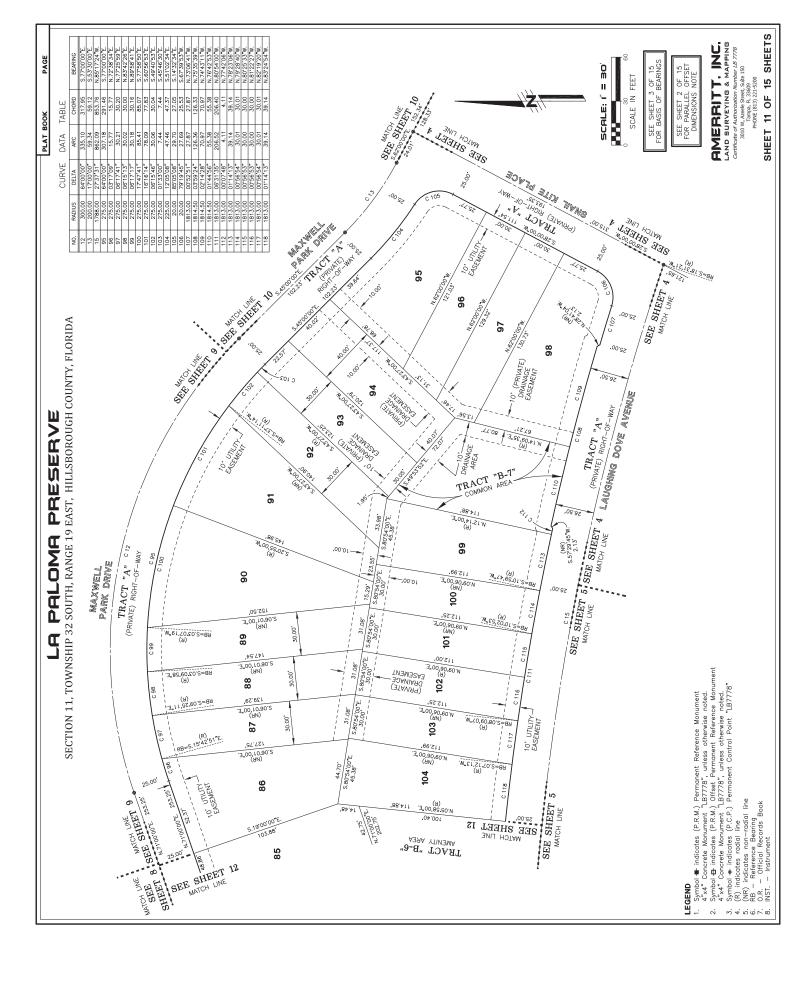


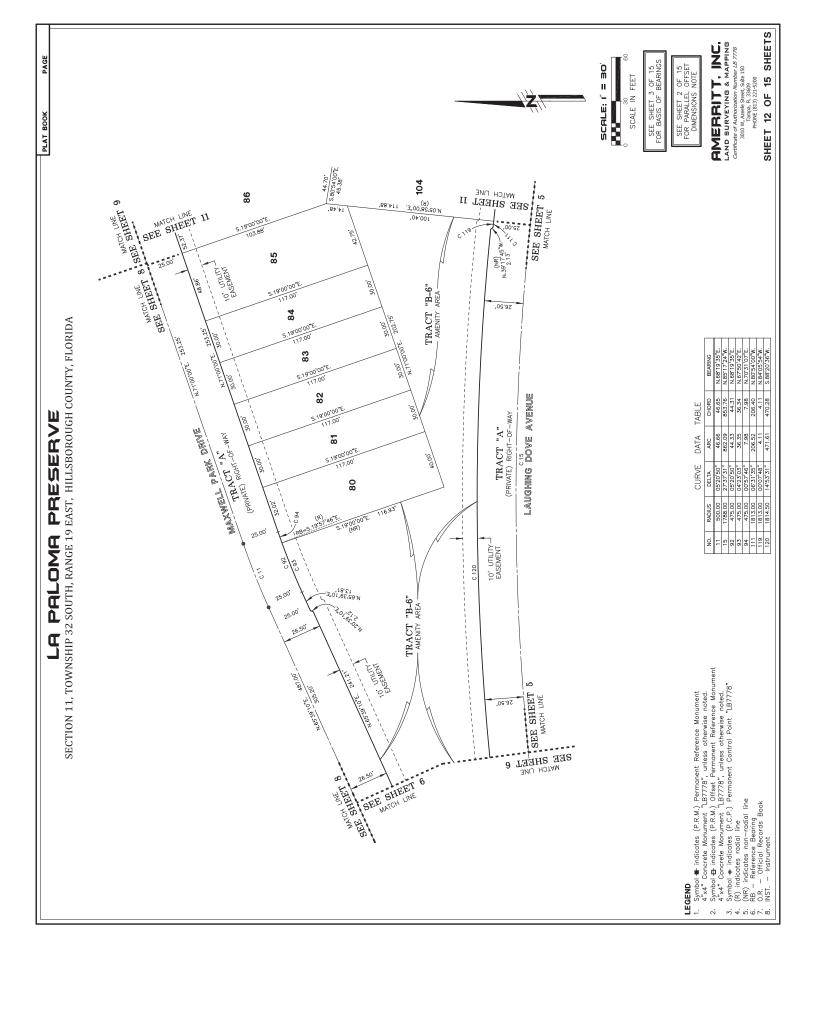


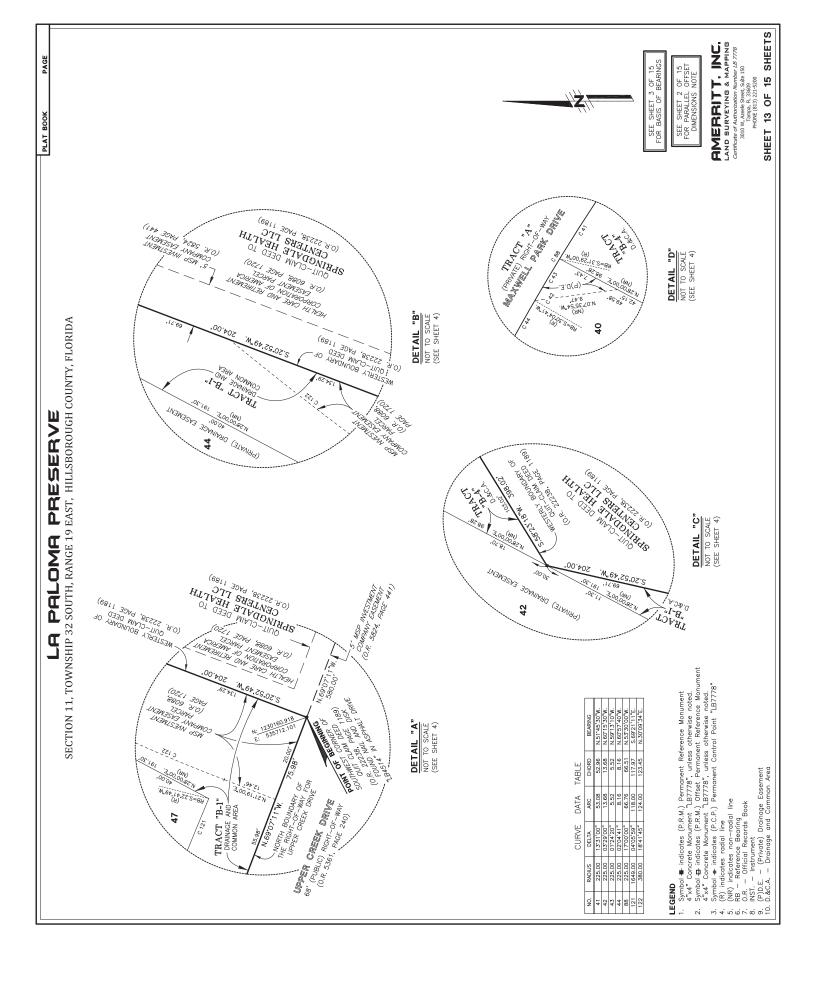


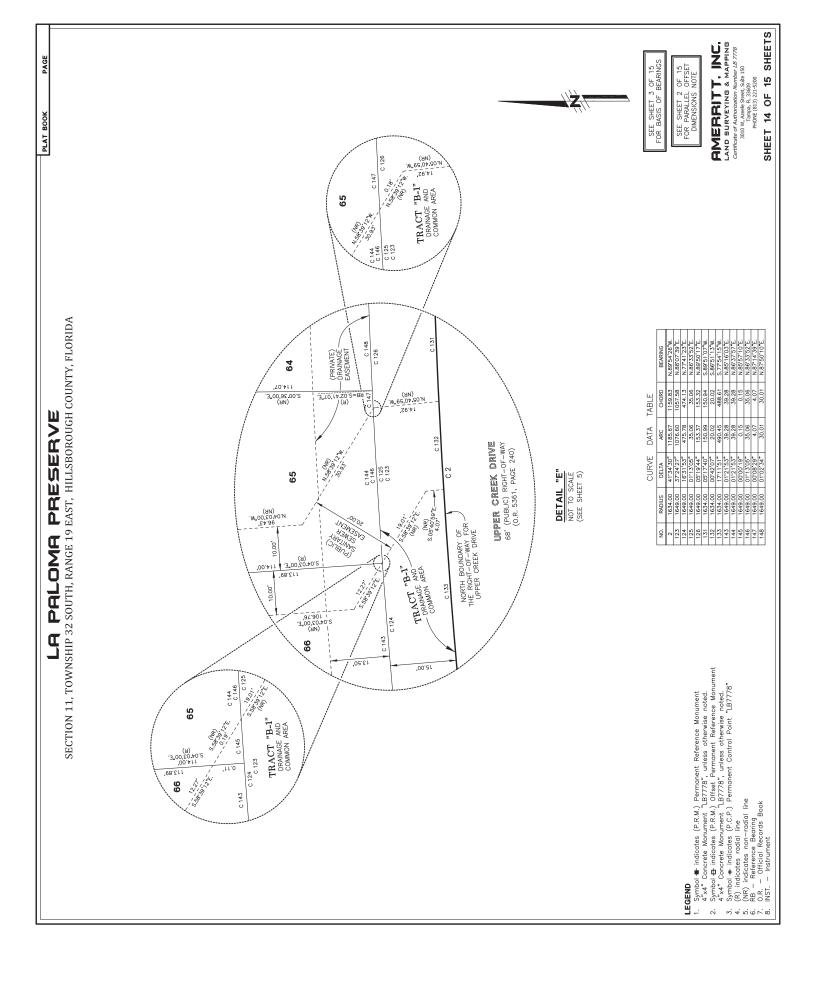






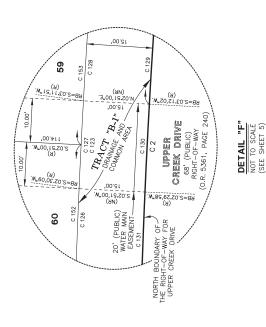


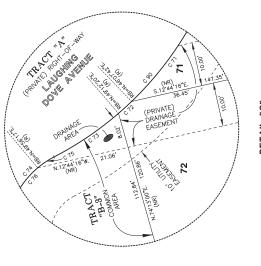


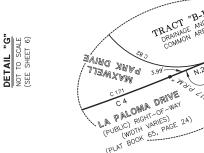


LA PALOMA PRESERVE

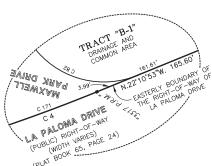
SECTION 11, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



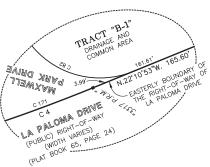




DATA TABLE



TRACT "B-2"



TRACT "B1" TRACT AND TRACT AND TRACT AND TRACT AND TRACT AND TRACT AND TRACT TO FAM TRACT TO FAM TRACT TRACT TO FAM TRACT TO FAM TRACT TRACT TRACT TO FAM TRACT TRACT TRACT TO FAM TRACT TRACT TO FAM TRACT TRACT TRACT TRACT TRACT TO FAM TRACT	OF OF IVE
(PLAT BOOK 65, 1	

12/2	-0'53 W.	65.60 OF UNDARY OF OF WAY OF MA DRIVE	DETAIL "I" NOT TO SCALE (SEE SHEET 7)

CONTROL 24) BORINE OBINE	CS a SS	(PLAT) 6/6/11.	MAXWE PARK DI PARK DI	DETA NOT TG (SEE S

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75 2000 12/26/17"
76 2000 12/26/17"
80 75.00 12/26/17"
90 75.00 19/24/38"
91 12.8 16/49 00 97/19/24"
128 16/49 00 107/19/24"
129 16/49 00 107/19/27"
130 16/49 00 107/19/27"
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136 16/49 00 17/20/47"
137 16/49 00 17/20/47"
138 16/49 00 17/20/47"
149 19/20 10/20/47"
171 19/20 17/29/47

LAND BURVEYING & MAPPING Certificate of Authorization Number LB 7778 3010 W. Azele Street, Suite 150 PHONE (813) 221-5200 PHONE (813) 221-5200

AMERRITT, INC.

SEE SHEET 3 OF 15 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 15 FOR PARALLEL OFFSET DIMENSIONS NOTE

SHEET 15 OF 15 SHEETS