SUBJECT:

Evergreen South fka Tom Folsom Road Subdivision PI#7179

**DEPARTMENT:** 

Development Review Division of Development Services Department

**SECTION:** 

Project Review & Processing

BOARD DATE: CONTACT:

December 9, 2025 Lee Ann Kennedy

#### RECOMMENDATION:

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Evergreen South, located in Section 17, Township 28 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (on-site roads, drainage, water & wastewater and off-site roads, 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 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 \$1,021,604.40, a Warranty Bond in the amount of \$81,728.35 and authorize the Chairman to execute both the Subdivider's Agreements for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$5,037.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

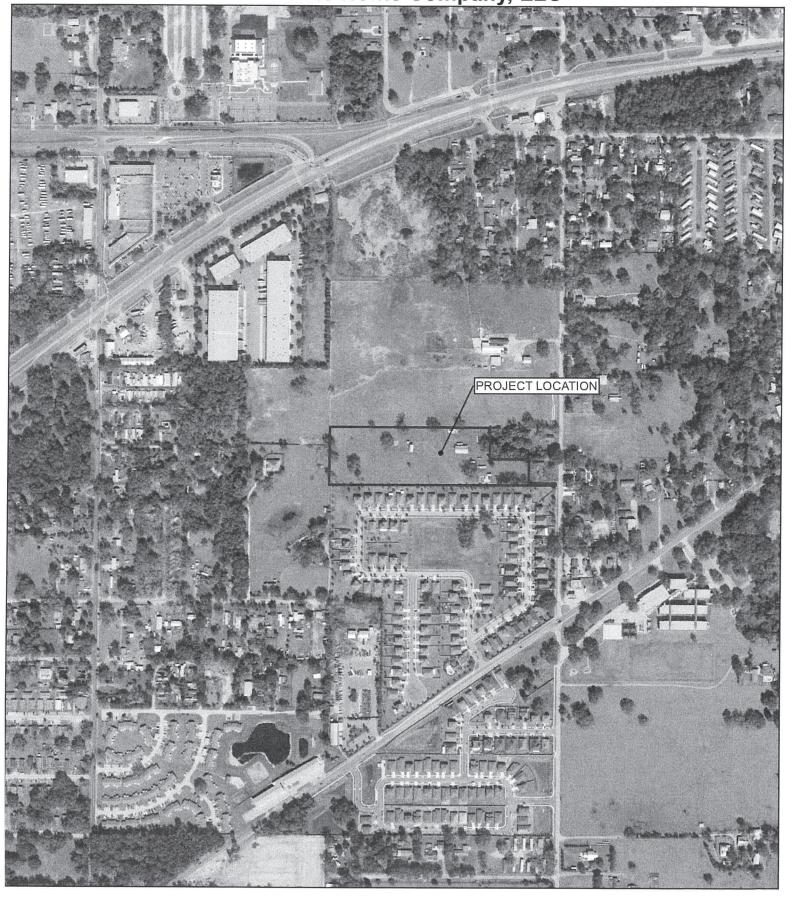
#### BACKGROUND:

On May 29, 2025, Permission to Construct Prior to Platting was issued for Evergreen South, after construction plan review was completed on April 1, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are Pulte Home Company, LLC and the engineer LevelUp Consulting, LLC.



# Folsom South Project Location CLIENT: Pulte Home Company, LLC





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

| This Agreement made and entered into this 18 day of November , 20 25 , by and between   |
|---|
| , hereinafter referred to as the "Subdivider" a   |
| Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."  |
| <u>Witnesseth</u>   |
| WHEREAS, the Board of County Commissioners of Hillsborough County has established a La<br>Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 1<br>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  Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Evergreen South   |
| WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improveme within the platted area and the off-site improvements required as a condition of the approval of the Subdivision will installed; and   |
| WHEREAS, the off-site and on-site improvements required by the LDC in connection with the Subdivision are to 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 the 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 are easements and rights-of-way as shown on such plat and as required for approval of the subdivision, 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 off-site and on-site improvements required in connection with the Subdivision; and   |
| WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project:  |
| Roads/Streets, Water Mains/Services, Stormwater Srainage Systems, Sanitary Gravity Sewer Systems, and   |
| Sidewalks.  |
| (hereafter, the "County Improvements"); and   |
| WHEREAS, the County requires the Subdivider to warranty the aforementioned County Improvements against a defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; a  |
| <b>WHEREAS</b> , the County requires the Subdivider to submit to the County an instrument guaranteeing the performan of said warranty and obligation to repair.   |
| NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to ga  |

County 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.

approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned

2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with the Subdivision, within twenty-four (24) months

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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, 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 the County Improvements constructed in connection with the 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 County 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, number _268                                    | 3021116dated, October 7th, 2025   |  |  |  |  |
|    | -  | with                              |  |  |  |  |
|    | Pulte Home Company, LLC  | as Principal, and                 |  |  |  |  |
|    | Liberty Mutual Insurance Company                                   | as Surety, or                     |  |  |  |  |
|    | A Warranty Bond, number 2680211                                    | dated, October 14th, 2025         |  |  |  |  |
|    |  | with                              |  |  |  |  |
|    | Pulte Home Company, LLC  | as Principal, and                 |  |  |  |  |
|    | Liberty Mutual Insurance Company                                   | as Surety, or                     |  |  |  |  |
| c. | Cashier/Certified Checks, number                                   | , dated                           |  |  |  |  |
|    | anddated   | which shall be                    |  |  |  |  |
|    | deposited by the County into a non-interest bearing escrow account |                                   |  |  |  |  |
|    | upon receipt. No interest shall be                                 | e paid to the Subdivider on funds |  |  |  |  |
|    | received by the County pursuant to                                 | o this Agreement.                 |  |  |  |  |

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is 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
  - 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 exists between the constructed improvements and said certifications.

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 on-site and off-site 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.

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- 7. In the event the Subdivider shall fail or neglect to fulfill its 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 its 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 County 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 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 Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provide 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 construction period described in paragraph 2, the Subdivider may request that the County accept the County 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 its 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 (2) years from the date of the 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 warrany 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.

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| ATTEST:                             | Subdivider:                                 |
|-------------------------------------|---|
|                                     |   |
|                                     | By  |
| Witnessignature                     | Authorized Corporate Officer or Individual  |
|                                     | (Sign before Notary Public and 2 Witnesses) |
| 10-0                                | - Tr  |
| Joanna Wopez                        | Jettry Desson                               |
| Printed Name of Witness             | Name (typed, printed or stamped)            |
|                                     |   |
| Rely flan                           | Vice President - Lard Development           |
| Witness Signature                   | Title                                       |
| V L. Olou                           | 2162 SEIV + P. 1                            |
| Reeley Plan Printed Name of Witness | Address of Signer Pinnua, FC 33578          |
| Fillited Name of Witness            | Address of signer KINING, FC 33518          |
|                                     | P13-038-7830                                |
|                                     | Phone Number of Signer                      |
|                                     |   |
| NOTARY PUBLIC                       |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
| CORPORATE SEAL                      |   |
| (When Appropriate)                  |   |
| ATTEST:                             |   |
| VICTOR D. CRIST                     | BOARD OF COUNTY COMMISSIONERS               |
| Clerk of the Circuit Court          | HILLSBOROUGH COUNTY, FLORIDA                |
|                                     |   |
| Ву:                                 |   |
| Deputy Clerk                        | Chair                                       |
|                                     |   |
|                                     |   |
|                                     | APPROVED BY THE COUNTY ATTORNEY             |
|                                     | No.Co                                       |

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Approved As To Form And Legal Sufficiency.

#### Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

| The foregoing instrument was acknowledged before me by me  | eans of 🗹 physical presence or 🗌 on  | line notarization, this         |
|--|--|---------------------------------|
| B day of NOVEMBER, 202   | 5 by Seffrey Dec   | aSon as                         |
| V.P. of Land Development for   | alle Home Com  | Wedging)                        |
| (type of authority,e.g. officer, trustee, attorney in fact) (nan   | ne of party on behalf of whom instrument was e                                   | executed)                       |
| Personally Known OR Produced Identification  | Patricia Du<br>(Signature of Notary Public                                       | rchett                          |
| Type of Identification Produced  | (Signature of Notary Public<br>Atricia Burg<br>(Print, Type, or Stamp Commission | hett                            |
| PATRICIA BURCHETT  Notary Public - State of Florida  Commission # HH 388884  My Comm. Expires Aug 13, 2027 | HH 38884<br>(Commission Number)  | 8/13/202 7<br>(Expiration Date) |
| Bonded through National Notary Assn.   |  |                                 |
| Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH   |  |                                 |
| The foregoing instrument was acknowledged before me by me  | ans of  physical presence or  on   | line notarization, this         |
| day of,  | , by   |                                 |
| (day) (month) (year)   | (name of person acknow   | wledging)                       |
| Personally Known OR Produced Identification  |  |                                 |
|  | (Signature of Notary Public -  | - State of Florida)             |
| Type of Identification Produced  |  |                                 |
|  | (Print, Type, or Stamp Commissio   | oned Name of Notary Public)     |
| (Notary Seal)  | (Commission Number)  | (Expiration Date)               |

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#### **SUBDIVISION PERFORMANCE BOND On-site and Off-site**

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Pulte Home Company</u>, <u>LLC</u> called the Principal and <u>Liberty Mutual 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 Twenty-One Thousand Six Hundred Four Dollars and Forty Cents</u> (\$1,021,604.40) 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 associated off-site 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="Evergreen South"><u>Evergreen South</u></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 and all off-site improvements 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 <u>January 8, 2028</u>.

SIGNED, SEALED AND DATED this 7th day of October, 2025.

| ATTEST:                              | Pulte Home Company, LLC  |
|--------------------------------------|--|
| away Khosia                          | BY: SEE ATTACHED  Gregory S. Rives, Assistant Treasurer (SEAL) |
|                                      | Liberty Mutual Insurance Company SURETY (SEAL)                 |
| ATTEST:  Nicholas S. Joskyn, Witness | Peter S. Forker, ATTORNEY-IN-FACT (SEAL)                       |

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

|               | 714 |        | $\mathcal{D}$ |         |
|---------------|-----|--------|---------------|---------|
| executed this | 1   | day of | October       | , 2025. |

## Pulte Home Company, LLC

**PRINCIPAL** 

BY: Gregory S Rives, Assistant Treasurer

Notary Attached

#### **ACKNOWLEDGEMENT BY PRINCIPAL**

| STA | TE | OF | GEC  | RGI  | 4) |
|-----|----|----|------|------|----|
| cou | NT | ΥO | F BA | ARTO | W) |

) ss.

This record was acknowledged before me on <u>October 7th</u>, 2025, appeared Gregory S. Rives as Assistant Treasurer of <u>Pulte Home Company, LLC</u>, 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

Jennifer Gardea Notary Public State of Georgia

My Commission Expires: April 3, 2029

(s



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

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

Certificate No: 8211615-972267

#### POWER OF ATTORNEY

| TOWER OF ATTORNET  |
|--|
| KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. C. Behnke, Peter S. Forker, Nick Joslyn, Oscar Rincon |
|  |
| all of the city ofChicagostate ofeach individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own prope persons.  |
| N WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April , 2024 .  |
| Liberty Mutual Insurance Company   |

INSU

State of PENNSYLVANIA County of MONTGOMERY

Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



For bon please

The Ohio Casualty Insurance Company

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

a of PENNSYLVANIA style of the Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes ain contained by signing on behalf of the corporations by himself as a duly authorized officer.

ITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorneys, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach therefore to authority. provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of







Renee C. Llewellyn, Assistant Secretary

## **ACKNOWLEDGMENT BY SURETY** STATE OF INDIANA County of LAKE On this 7th day of \_\_\_\_ , before me personally appeared Peter S. Forker , known to, me to be the Attorney-in-Fact of Liberty Mutual Insurance Company , the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written. Notary Public in the State of INDIANA County of LAKE LAUREN A RUIZ NOTARY PUBLIC SEAL LAKE COUNTY, STATE OF INDIANA COMMISSION EXPIRES MARCH 11, 2033 COMMISSION NUMBER NP0762138



## **Evergreen South**

#### **Performance Bond Calculation**

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

#### **SUMMARY**

| Paving     | \$242,537.75 |
|------------|--------------|
| Water      | \$119,500.38 |
| Wastewater | \$88,400.61  |
| Drainage   | \$330,174.78 |
| Offsite    | \$36,670.00  |
| Total      | \$817,283.52 |

Performance Bond Amount (125% of total)

\$1,021,604.40

No 99618

No 99618

No 99618

The late of the state of th

Adrielle Lima Vaughan Florida License # 99618

## **PAVING**

| Description                      | Quantity | Unit | Unit Price | Amount      |
|----------------------------------|----------|------|------------|-------------|
| 1.5" Type SP 12.5 Asphalt        | 19,365   | SF   | \$1.65     | \$31,952.25 |
| 6" Crushed Concrete Base         | 19,365   | SF   | \$1.50     | \$29,047.50 |
| 12" Stabilized Subgrade (LBR 20) | 22,463   | SF   | \$2.00     | \$44,926.00 |
| Miami Curb                       | 1,936    | LF   | \$22.00    | \$42,592.00 |
| 4" Concrete Sidewalk             | 12,536   | SF   | \$7.50     | \$94,020.00 |

TOTAL = \$242,537.75

## WATER

| Description                      | Quantity | Unit | Unit Price  | Amount      |
|----------------------------------|----------|------|-------------|-------------|
|                                  |          |      |             |             |
| Connect to Existing 8" Watermain | 2        | EA   | \$2,500.00  | \$5,000.00  |
| Temporary Construction Jumper    | 1        | EA   | \$13,731.25 | \$13,731.25 |
| 6" PVC Watermain                 | 942      | LF   | \$30.68     | \$28,900.56 |
| 6" DIP Watermain                 | 100      | LF   | \$58.06     | \$5,806.00  |
| 6" Gate Valve                    | 2        | EA   | \$2,049.06  | \$4,098.12  |
| 6" 45 Bend                       | 12       | EA   | \$560.88    | \$6,730.56  |
| 6" 22.5 Bend                     | 6        | EA   | \$547.77    | \$3,286.62  |
| 6" 11.25 Bend                    | 4        | EA   | \$554.32    | \$2,217.28  |
| 8" x 6" Reducer                  | 2        | EA   | \$480.00    | \$960.00    |
| Fire Hydrant Assembly            | 2        | EA   | \$7,419.52  | \$14,839.04 |
| Single Water Service (Short)     | 10       | EA   | \$784.70    | \$7,847.00  |
| Double Water Service (Short)     | 3        | EA   | \$1,569.40  | \$4,708.20  |
| Single Water Service (Long)      | 5        | EA   | \$1,135.04  | \$5,675.20  |
| Double Water Service (Long)      | 4        | EA   | \$2,270.08  | \$9,080.32  |
| Chlorine Injection Point         | 1        | EA . | \$670.00    | \$670.00    |
| Temporary Sample Point           | 1        | EA . | \$636.03    | \$636.03    |
| Bact. Testing                    | 1,042    | LF . | \$2.50      | \$2,605.00  |
| Pressure Testing                 | 1,042    | LF . | \$2.60      | \$2,709.20  |

TOTAL = \$119,500.38

#### WASTEWATER

| Quantity | Unit  | Unit Price   | Amount   |
|----------|---|--|--|
|          |   |  |  |
| 295      | LF  | \$33.88  | \$9,994.60   |
| 365      | LF  | \$35.18  | \$12,840.70  |
| 105      | LF  | \$36.48  | \$3,830.40   |
| 1        | EA  | \$6,237.43   | \$6,237.43   |
| 2        | EA _  | \$7,208.73   | \$14,417.46  |
| 1        | EA  | \$7,695.09   | \$7,695.09   |
| 5        | EA  | \$879.53   | \$4,397.65   |
| 12       | EA _  | \$1,646.51   | \$19,758.12  |
| 4        | EA _  | \$586.04   | \$2,344.16   |
| 765      | LF _  | \$7.00   | \$5,355.00   |
| 765      | LF _  | \$2.00   | \$1,530.00   |
|          | 295<br>365<br>105<br>1<br>2<br>1<br>5<br>12<br>4<br>765 | 295 LF 365 LF 105 LF 1 EA 2 EA 1 EA 5 EA 12 EA 4 EA 765 LF | 295 LF \$33.88  365 LF \$35.18  105 LF \$36.48  1 EA \$6,237.43  2 EA \$7,208.73  1 EA \$7,695.09  5 EA \$879.53  12 EA \$1,646.51  4 EA \$586.04  765 LF \$7.00 |

TOTAL = \$88,400.61

#### **DRAINAGE**

| Description                  | Quantity | Unit | Unit Price | Amount      |
|------------------------------|----------|------|------------|-------------|
|                              |          |      |            |             |
| 15" RCP Storm (0-6')         | 257      | LF . | \$69.74    | \$17,923.18 |
| 18" RCP Storm (0-6')         | 154      | LF . | \$86.05    | \$13,251.70 |
| 18" RCP Storm (6-8')         | 145      | LF   | \$88.65    | \$12,854.25 |
| 24" RCP Storm (0-6')         | 169      | LF   | \$121.67   | \$20,562.23 |
| 24" RCP Storm (6-8')         | 113      | LF   | \$124.27   | \$14,042.51 |
| 24" RCP Storm (8-10')        | 150      | LF   | \$126.87   | \$19,030.50 |
| 24" RCP Storm (10-12')       | 65       | LF   | \$129.47   | \$8,415.55  |
| Type I Inlet                 | 4        | EA   | \$5,295.52 | \$21,182.08 |
| Type II Inlet                | 2        | EA   | \$5,686.82 | \$11,373.64 |
| Storm Manhole                | 6        | EA   | \$5,541.48 | \$33,248.88 |
| Type C GTI                   | 4        | EA   | \$4,707.17 | \$18,828.68 |
| Type E GTI                   | 1        | EA _ | \$5,629.52 | \$5,629.52  |
| Control Structure Type C     | 2        | EA   | \$5,524.71 | \$11,049.42 |
| 24" MES                      | 2        | EA   | \$2,350.00 | \$4,700.00  |
| Modular Block Retaining Wall | 4,992    | SF _ | \$18.67    | \$93,200.64 |
| Inlet Protection             | 13       | EA _ | \$375.00   | \$4,875.00  |
| Storm Sewer Testing          | 1053     | LF _ | \$7.00     | \$7,371.00  |
| Dewatering                   | 1053     | LF   | \$12.00    | \$12,636.00 |
|                              |          | _    |            |             |

TOTAL = \$330,174.78

#### **PAVING**

| Description                                      | Quantity | Unit | Unit Price | Amount      |
|--|----------|------|------------|-------------|
| 6" Concrete Sidewalk                             | 4020     | SF   | \$8.50     | \$34,170.00 |
| Maintenance of Traffic - Offsite Including Temp. | 1        | LS   | \$2,500.00 | \$2,500.00  |

**TOTAL** = \$36,670.00

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</u> called the Principal and <u>Liberty Mutual Insurance Company</u> called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum <u>Eighty-One</u> <u>Thousand Seven Hundred Twenty-Eight Dollars And Thirty-Five Cents</u> (\$81,728.35) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as <a href="Evergreen South">Evergreen South</a> and associated off-site improvements (roads, water and wastewater); and

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

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

improvements.

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the (roads, drainage, water and wastewater) improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision and all off-site improvements known as <a href="Evergreen South">Evergreen South</a>, 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 <u>January 8, 2030.</u>

SIGNED, SEALED AND DATED this <u>14th</u> day of <u>October</u>, <u>2025</u>.

| ATTEST:                              | Pulte Home Company, LLC  |
|--------------------------------------|--|
| Cristian Rodriguez,<br>witness       | BY: SEE ATTACHED  Gregory S. Rives, Assistant Treasurer (SEAL) |
|                                      | <u>Liberty Mutual Insurance Company</u> SURETY (SEAL)          |
| ATTEST:  Nicholas S. Joslyn, Witness | Peter S. Forker, ATTORNEY-IN-FACT (SEAL)                       |

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

| executed this   | 14th day | of Mctober   | , 2025. |
|-----------------|----------|--------------|---------|
| executed this _ | day      | of 1) Crober | , 2025  |

## Pulte Home Company, LLC

**PRINCIPAL** 

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

#### **ACKNOWLEDGEMENT BY PRINCIPAL**

| STATE OF | GEORG   | SIA) |  |
|----------|---------|------|--|
| COUNTY   | OF BART | row) |  |
|          |         |      |  |

) ss.

This record was acknowledged before me on October 14th, 2025, appeared Pulte Home Company, LLC

Gregory S. Rives as Assistant Treasurer of \_\_\_\_\_\_, 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

Jennifer Gardea Notary Public State of Georgia

My Commission Expires: April 3, 2029



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

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

Certificate No: 8211615-972267

For bon please

#### POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that

| Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. C. |   |   |   |  |  |  |  |
|--|---|---|---|--|--|--|--|
| Behnke, Peter S. For   | ker, Nick Joslyn, Os  | car Rincon  |   |  |  |  |  |
|  |   |   |   |  |  |  |  |
| all of the city of execute, seal, acknowl of these presents and persons.   | Chicago<br>edge and deliver, for ar<br>shall be as binding up | state of nd on its behalf as sure on the Companies as | IL<br>ty and as its act<br>if they have bee | each individually if there be more than one named, its true and lawful attorney-in-fact to make, and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance and duly signed by the president and attested by the secretary of the Companies in their own proper |  |  |  |
| IN WITNESS WHERE   | OF, this Power of Attor                                       | nev has been subscrib                                 | ed by an authori                            | ized officer or official of the Companies and the corporate seals of the Companies have been affixed   |  |  |  |

State of PENNSYLVANIA County of MONTGOMERY

thereto this 8th day of

INSUR 1991

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

David M. Carey, Assistant Secretary

nd/or Power of Attorney (POA) verification inquiries, 610-832-8240 or email HOSUR@libertymutual.com \_, \_\_2024\_\_ before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance April Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County mission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

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

April

2024

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or the President, and subject to such limitation as the Chairman or instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of







Renee C. Llewellyn, Assistant Secretary

| ä  |                                |   |  |
|--|--------------------------------|---|--|
| A  | ACKNOWLEDGMENT BY              | SURETY                                    |  |
| STATE OF INDIANA  County of LAKE   | ss.                            |   |  |
| On this day of<br>appeared Peter S. Forker<br>Liberty Mutual Insurance Company                         | October                        | ,, known to, me to be                     | , before me personally the Attorney-in-Fact of |
|  |                                |   | , the corporation                              |
| that executed the within instrument, and acknowle  | edged to me that such corporat | ion executed the same.                    |  |
| IN WITNESS WHEREOF, I have hereunto set my year in this certificate first above written.               | y hand and affixed my official | seal, at my office in the aforesa         | aid County, the day and                        |
| LAUREN A RUIZ NOTARY PUBLIC SEAL LAKE COUNTY, STATE OF I MY COMMISSION EXPIRES MA COMMISSION NUMBER NE | Count                          | y Public in the State of INDIAI y of LAKE | NA .   |



## **Folsom South**

## **Warranty Bond Calculation**

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

#### **SUMMARY**

| Total      | \$817,283.52 |
|------------|--------------|
| Offsite    | \$36,670.00  |
| Drainage   | \$330,174.78 |
| Wastewater | \$88,400.61  |
| Water      | \$119,500.38 |
| Paving     | \$242,537.75 |

Performance Bond Amount (10% of total)

\$81,728.35

Adrielle Lima Vaughan Florida License # 99618

#### **PAVING**

| Description                      | Quantity | Unit | Unit Price | Amount      |
|----------------------------------|----------|------|------------|-------------|
|                                  |          |      |            |             |
| 1.5" Type SP 12.5 Asphalt        | 19,365   | SF   | \$1.65     | \$31,952.25 |
| 6" Crushed Concrete Base         | 19,365   | SF   | \$1.50     | \$29,047.50 |
| 12" Stabilized Subgrade (LBR 20) | 22,463   | SF   | \$2.00     | \$44,926.00 |
| Miami Curb                       | 1,936    | LF   | \$22.00    | \$42,592.00 |
| 4" Concrete Sidewalk             | 12,536   | SF   | \$7.50     | \$94,020.00 |

TOTAL = \$242,537.75

## WATER

| Description                      | Quantity | Unit | Unit Price  | Amount      |
|----------------------------------|----------|------|-------------|-------------|
|                                  |          |      |             |             |
| Connect to Existing 8" Watermain | 2        | EA   | \$2,500.00  | \$5,000.00  |
| Temporary Construction Jumper    | 1        | EA   | \$13,731.25 | \$13,731.25 |
| 6" PVC Watermain                 | 942      | LF   | \$30.68     | \$28,900.56 |
| 6" DIP Watermain                 | 100      | LF   | \$58.06     | \$5,806.00  |
| 6" Gate Valve                    | 2        | EA   | \$2,049.06  | \$4,098.12  |
| 6" 45 Bend                       | 12       | EA   | \$560.88    | \$6,730.56  |
| 6" 22.5 Bend                     | 6        | EA   | \$547.77    | \$3,286.62  |
| 6" 11.25 Bend                    | 4        | EA   | \$554.32    | \$2,217.28  |
| 8" x 6" Reducer                  | 2        | EA   | \$480.00    | \$960.00    |
| Fire Hydrant Assembly            | 2        | EA   | \$7,419.52  | \$14,839.04 |
| Single Water Service (Short)     | 10       | EA   | \$784.70    | \$7,847.00  |
| Double Water Service (Short)     | 3        | EA   | \$1,569.40  | \$4,708.20  |
| Single Water Service (Long)      | 5        | EA   | \$1,135.04  | \$5,675.20  |
| Double Water Service (Long)      | 4        | EA   | \$2,270.08  | \$9,080.32  |
| Chlorine Injection Point         | 1        | EA   | \$670.00    | \$670.00    |
| Temporary Sample Point           | 1        | EA   | \$636.03    | \$636.03    |
| Bact. Testing                    | 1,042    | LF . | \$2.50      | \$2,605.00  |
| Pressure Testing                 | 1,042    | LF . | \$2.60      | \$2,709.20  |

TOTAL = \$119,500.38

#### WASTEWATER

| Quantity | Unit  | Unit Price   | Amount   |
|----------|---|--|--|
|          |   |  |  |
| 295      | LF .  | \$33.88  | \$9,994.60   |
| 365      | LF  | \$35.18  | \$12,840.70  |
| 105      | LF  | \$36.48  | \$3,830.40   |
| 1        | EA .  | \$6,237.43   | \$6,237.43   |
| 2        | EA .  | \$7,208.73   | \$14,417.46  |
| 1        | EA  | \$7,695.09   | \$7,695.09   |
| 5        | EA .  | \$879.53   | \$4,397.65   |
| 12       | EA .  | \$1,646.51   | \$19,758.12  |
| 4        | EA  | \$586.04   | \$2,344.16   |
| 765      | LF .  | \$7.00   | \$5,355.00   |
| 765      | LF .  | \$2.00   | \$1,530.00   |
|          | 295<br>365<br>105<br>1<br>2<br>1<br>5<br>12<br>4<br>765 | 295 LF 365 LF 105 LF 1 EA 2 EA 1 EA 5 EA 12 EA 4 EA 765 LF | 295 LF \$33.88  365 LF \$35.18  105 LF \$36.48  1 EA \$6,237.43  2 EA \$7,208.73  1 EA \$7,695.09  5 EA \$879.53  12 EA \$1,646.51  4 EA \$586.04  765 LF \$7.00 |

TOTAL = \$88,400.61

#### **DRAINAGE**

| Description                  | Quantity | Unit | Unit Price | Amount      |
|------------------------------|----------|------|------------|-------------|
|                              |          |      |            |             |
| 15" RCP Storm (0-6')         | 257      | LF   | \$69.74    | \$17,923.18 |
| 18" RCP Storm (0-6')         | 154      | LF   | \$86.05    | \$13,251.70 |
| 18" RCP Storm (6-8')         | 145      | LF   | \$88.65    | \$12,854.25 |
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| 24" RCP Storm (8-10')        | 150      | LF   | \$126.87   | \$19,030.50 |
| 24" RCP Storm (10-12')       | 65       | LF   | \$129.47   | \$8,415.55  |
| Type I Inlet                 | 4        | EA   | \$5,295.52 | \$21,182.08 |
| Type II Inlet                | 2        | EA   | \$5,686.82 | \$11,373.64 |
| Storm Manhole                | 6        | EA   | \$5,541.48 | \$33,248.88 |
| Type C GTI                   | 4        | EA   | \$4,707.17 | \$18,828.68 |
| Type E GTI                   | 1        | EA   | \$5,629.52 | \$5,629.52  |
| Control Structure Type C     | 2        | EA   | \$5,524.71 | \$11,049.42 |
| 24" MES                      | 2        | EA   | \$2,350.00 | \$4,700.00  |
| Modular Block Retaining Wall | 4,992    | SF   | \$18.67    | \$93,200.64 |
| Inlet Protection             | 13       | EA   | \$375.00   | \$4,875.00  |
| Storm Sewer Testing          | 1053     | LF   | \$7.00     | \$7,371.00  |
| Dewatering                   | 1053     | LF _ | \$12.00    | \$12,636.00 |

TOTAL = \$330,174.78

#### **PAVING**

| Description                                      | Quantity | Unit | Unit Price | Amount      |
|--|----------|------|------------|-------------|
|  |          |      |            |             |
| 6" Concrete Sidewalk                             | 4020     | SF   | \$8.50     | \$34,170.00 |
| Maintenance of Traffic - Offsite Including Temp. | 1        | LS   | \$2,500.00 | \$2,500.00  |

TOTAL = \$36,670.00

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

|  |   | 0. 10.          | COMMENS                          |  |                |      |
|--|---|-----------------|----------------------------------|--|----------------|------|
| This Agreement made  | and entered into this 18 c  | ,               |                                  |  |                |      |
|  | ol subdivision of the State of  |                 | referred to                      |  |                | and  |
| Hillsborough County, a politica  |   |                 | arter referred to                | as the "Count  | y."            |      |
|  | <u>Wit</u>  | <u>nesseth</u>  |                                  |  |                |      |
| <b>WHEREAS</b> , the Boa<br>Development Code, hereinaft                              | rd of County Commissic<br>er referred to as "LDC" pursi                 |                 |                                  | 2  |                |      |
| Florida Statutes; and  | 1 P. 2000 \$  |                 |                                  | EN EN E SONIONISMO (FOR SONIONISMO SONIONISM | ,              | ,    |
| WHEREAS, the LDC aff   | ects the subdivision of land v  | within the unin | corporated area                  | s of Hillsborou  | gh County: and | d    |
|  | to the LDC, the Subdivide   |                 |                                  |  |                |      |
|  | Florida, for approval ar  | nd recordatio   |                                  | f a subdivis   | sion known     | as   |
| WHEREAS, a final County shall not be approted the County that lot corners wi         |   |                 | ne unincorpora<br>er has guarant |  |                | _    |
| WHEREAS, the lot cornsaid plat under guarantees pos                                  | ners required by Florida Stat<br>sted with the County; and              | utes in the Sub | odivision are to l               | oe installed af  | er recordation | ı of |
| WHEREAS, the Subdivi   | der agrees to install the afor  | ementioned lo   | t corners in the p               | olatted area.  |                |      |
| <b>NOW, THEREFORE</b> , in approval of the County to recomprovements, the Subdivider |   | eptance for ma  |                                  |  |                |      |
|  | ditions and regulations cont<br>this Agreement.                         | tained in the L | DC, are hereby                   | incorporated   | by reference a | ınd  |
| 2. The Subdivider twenty-four  | agrees to well and trul   | 5               | truct and insta                  |  |                |      |
|  | approves the final plat and a<br>corners as required by Floric          | accepts the per |                                  |  |                | 1.5  |
|  | agrees to, and in accordang<br>nstrument ensuring the per<br>tified as: |                 |                                  |  |                |      |
| a.   | Letter of Credit, number^   |                 |                                  |  |                |      |
|  | order of  |                 |                                  |  |                |      |
| b.   | A Performance Bond, numb  | oer_268021115   | dated, _o                        | tober 7th, 2025  |                |      |
|  |   |                 |                                  |  |                |      |
|  | Insurance Company   |                 |                                  | ary Mutual   |                |      |
| C.   | Escrow ageement, dated N  |                 | <b>*</b>                         | hotusas  |                |      |
| C.   |   |                 | the County, or                   | between,   |                |      |
| C.   | Cashier/Certified Check, nu   |                 | **                               |  |                |      |

which shall be deposited by the County into a non-interest bearing

1 of 4 03/2025

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

- 4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
- 5. In the event the Subdivider shall fail or neglect to fulfill its 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 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.

2 of 4 03/2025

| IN WITNESS WHEREOF, the parties hereto have ex | ecuted this Agreement, effective as of the date set forth above.            |
|--|---|
| ATTEST:  | Subdivider:   |
|  |   |
|  | Ву  |
| Witness Signature                              | Authorized Corporate Officer or Individual                                  |
|  | (Sign before Notary Public and 2 Witnesses)                                 |
| Joanna lopez                                   | Jeffrey Deason  |
| Printed Name of Witness                        | Name (typed, printed or stamped)  |
| Weeley Weeley Witness Signature                | Vice President - Land Development   |
| Kuly Platt Printed Name of Witness             | 2662 5. Falke-buy Rocal<br>Address of Signer Riverview, FL 33578            |
|  | Phone Number of Signer  |
| NOTARY PUBLIC                                  |   |
|  |   |
| CORPORATE SEAL                                 |   |
| (When Appropriate)                             |   |
| ATTEST:  |   |
| VICTOR D. CRIST                                | BOARD OF COUNTY COMMISSIONERS   |
| Clerk of the Circuit Court                     | HILLSBOROUGH COUNTY, FLORIDA  |
| Ву:  | Ву:   |
| Deputy Clerk                                   | Chair   |
|  | APPROVED BY THE COUNTY ATTORNEY  Approved As To Form And Legal Sufficiency. |

#### Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

| The foregoing instrument was acknowledged before me   | e by means of [ | $\square$ physical presence or $\square$ | online notarization, this   | 5           |
|---|-----------------|--|---|-------------|
| 18 day of November, 2   | 025 , t         | y Jettrey                                | Deason  | as          |
| V.P. of Land Develorment for  | (year)          | Home of person a                         | acknowledging)<br>M. M. M. L. | C           |
| (type of authority,e.g. officer, trustee, attorney in fact)   | (name of party  | on behalf of whom instrument             | was executed)   |             |
| Personally Known OR  Produced Identification  |                 | (Signature of Notary Po                  | Us CAUL<br>ublic - State of Florida)                              |             |
| Type of Identification Produced   |                 | (Print, Type, or Stamp Comr              | MICHALLY<br>nissioned Name of Notary P                            | ublic)      |
| PATRICIA BURCHETT Notary Public - State of Flori Commission # HH 388884 My Comm. Expires Aug 13, 20 Bonded through National Notary As | )27 (Com        | H 38884<br>mission Number)               | 8/13/20<br>(Expiration  | 27<br>Date) |
| Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH  |                 |  |   |             |
| The foregoing instrument was acknowledged before me   | by means of     | physical presence or                     | online notarization, this   | ;           |
| day of,,  |                 |  |   |             |
| (day) (month)   | (year)          | (name of person a                        | icknowledging)  |             |
| ☐ Personally Known OR ☐ Produced Identification   | <u></u>         |  |   |             |
|   |                 | (Signature of Notary Pu                  | ıblic - State of Florida)   |             |
| Type of Identification Produced   |                 |  |   |             |
|   |                 | (Print, Type, or Stamp Comn              | nissioned Name of Notary P  | ublic)      |
| (Notary Seal)   | (Com            | mission Number)                          | (Expiration   | Date)       |

5 of 5 03/2025

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</u> called the Principal, and <u>Liberty Mutual 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>Five Thousand Thirty-Seven Dollars and Fifty Cents</u> (\$5,037.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>Evergreen South</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 <a href="Evergreen South"><u>Evergreen South</u></a> 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 <u>January 8, 2028</u>.

| SIGNED, SEALED AND DATED this 2      | 7th day of October, 2025.                                    |
|--------------------------------------|--|
|                                      | Pulte Home Company, LLC                                      |
| ATTEST:  Anya Khosia                 | BY: SEE ATTACHED Gregory S. Rives, Assistant Treasurer(SEAL) |
|                                      | Liberty Mutual Insurance Company SURETY (SEAL)               |
| ATTEST:  Nicholas S. Joslyn, Witness | Peter S. Forker, ATTORNEY-IN-FACT (SEAL)                     |
|                                      |  |

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

| executed this  | 7tm | day of | October | , 2025. |
|--|-----|--------|---------|---------|
| The state of the s |     | _ / _  |         |         |

## Pulte Home Company, LLC

PRINCIPAL

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

#### **ACKNOWLEDGEMENT BY PRINCIPAL**

| STA | TE   | OF  | GE | OR | GIA, | ) |
|-----|------|-----|----|----|------|---|
| COL | INIT | v o | FR | ΛP | TOI  | Л |

) ss.

This record was acknowledged before me on <u>October</u>, 2025, appeared Gregory S. Rives as Assistant Treasurer of <u>Pulte Home Company, LLC</u>, 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

Jennifer Gardea Notary Public State of Georgia

My Commission Expires: April 3, 2029

(s



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

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

Certificate No: 8211615-972267

#### **POWER OF ATTORNEY**

| KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. C. Behnke, Peter S. Forker, Nick Joslyn, Oscar Rincon  |   |
|---|---|
|   |   |
| all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.   |   |
| IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April , 2024 .  |   |
| Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company  | luiries,<br>al.com.   |
| State of PENNSYLVANIA County of MONTGOMERY  David M. Carey, Assistant Secretary  State of PENNSYLVANIA County of MONTGOMERY   | on inc  |
| On this 8th day of April , 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.  | verificati<br>@liberty  |
| IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.   | SUR<br>SUR  |
| Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries  Teresa Pastella, Notary Public Teresa Pastella, Notary Public  | of Attorney (PC<br>40 or email HOS  |
| This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:   | 32-82   |
| ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. | For bond and/of Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com |
| ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if  | _ 0   |
| signed by the president and attested by the secretary.  Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-act as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety  |   |

obligations.

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_ 7th day of







By:

| ACKNOWLEDGMENT BY SURETY  |
|---|
| STATE OF INDIANA  County of LAKE  ss.   |
| On this   |
| , the corporation   |
| that executed the within instrument, and acknowledged to me that such corporation executed the same.  IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written. |
| Notary Public in the State of INDIANA County of LAKE  |
| LAUREN A RUIZ NOTARY PUBLIC SEAL LAKE COUNTY, STATE OF INDIANA MY COMMISSION EXPIRES MARCH 11, 2033 COMMISSION NUMBER NP0762138   |
|   |

## **Evergreen South**

## **Performance Bond Calculation**

**Construction costs for setting Lot Corners** 

#### **SUMMARY**

| Lot Corners | \$4,030.00 |
|-------------|------------|
| Total       | \$4,030.00 |

Performance Bond Amount (125% of total)

\$5,037.50



Adrielle Lima Vaughan Florida License # 99618

## **Lot Corners**

| Description         | Quantity | Unit | Unit Price | Amount     |  |
|---------------------|----------|------|------------|------------|--|
| Setting Lot Corners | 1        | LS _ | \$4,030.00 | \$4,030.00 |  |
|                     |          |      | TOTAL =    | \$4,030.00 |  |