

**SUBJECT:** South Creek Phase 5A & 5B **PI#7283**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** March 10, 2026  
**CONTACT:** Lee Ann Kennedy

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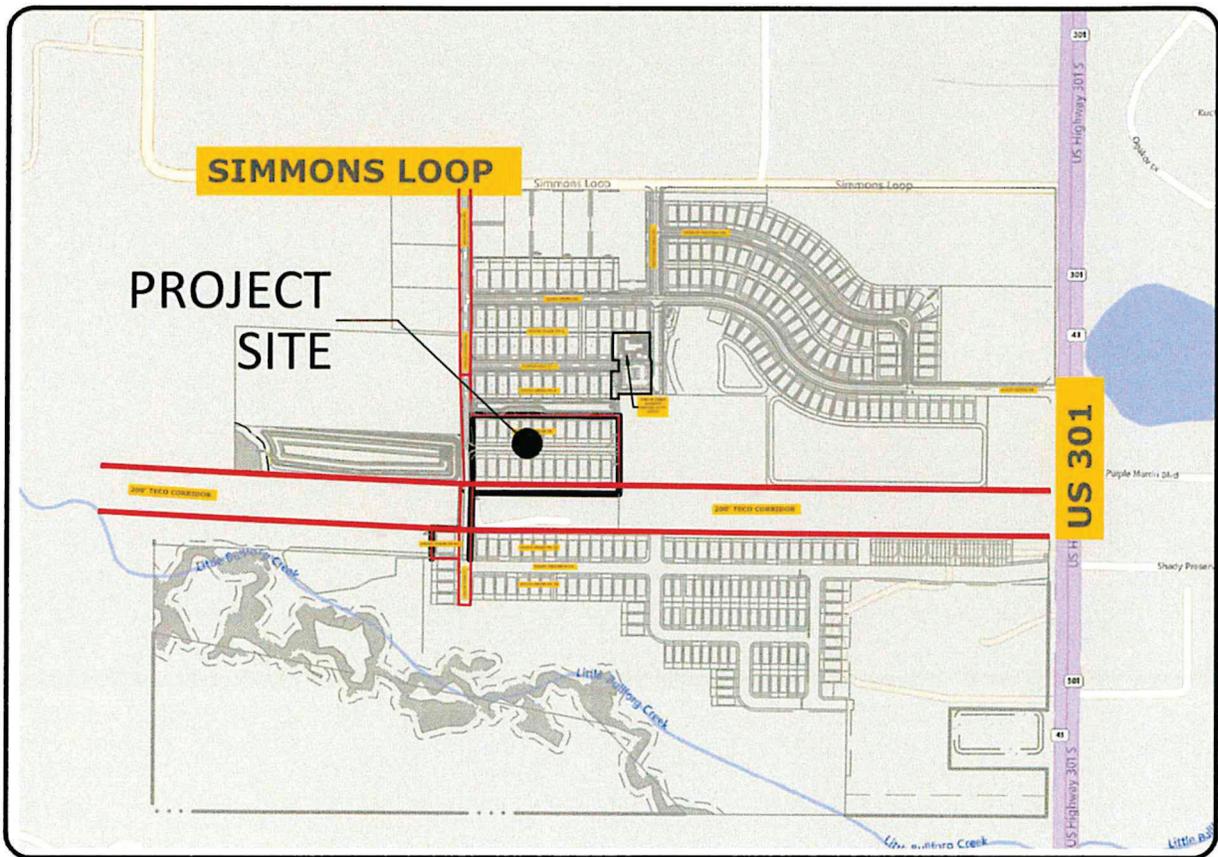
**RECOMMENDATION:**

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 South Creek Phase 5A & 5B, located in Section 18, Township 31 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (roads, drainage, water and wastewater) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for 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 \$847,822.13, a Warranty Bond in the amount of \$93,546.22 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 \$3,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On November 11, 2025, Permission to Construct Prior to Platting was issued for South Creek Phase 5A & 5B, after construction plan review was completed on August 1, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are Simmons East, LLC and the engineer Ardurra.

# Location Map



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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Simmons East LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek Phase 5A and 5B (hereafter, the "Subdivision"); and

**WHEREAS**, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the Subdivision will be installed; and

**WHEREAS**, the off-site and on-site improvements required by the LDC in connection with the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Review Division of 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 and 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 as 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, sanitary gravity sewer system, water main services, sidewalks and stormwater drainage system

(hereafter, the "County Improvements"); and

**WHEREAS**, the County requires the Subdivider to warranty the aforementioned County Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

**WHEREAS**, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned 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.
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 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, 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 F465302 dated, 2/4/2026 with \_\_\_\_\_ Simmons East, LLC as Principal, and \_\_\_\_\_ Great American Insurance as Surety, or  
A Warranty Bond, number F362004 dated, 2/4/2026 with \_\_\_\_\_ Simmons East, LLC as Principal, and \_\_\_\_\_ Great American Insurance as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing 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.

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.

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 warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Subdivider:

Kentley Bruce  
Witness Signature

By [Signature]  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Kentley Bruce  
Printed Name of Witness

Nicholas Dister  
Name (typed, printed or stamped)

[Signature]  
Witness Signature

Vice President  
Title

Connor Smith  
Printed Name of Witness

111 S. Armenia Ave. Tampa FL 33609  
Address of Signer

813-498-8097  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]  
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, this 4th day of Feb, 2026, by Nicholas J. Dister, as Vice President of Eisenhower Management, Inc., a Florida corporation, the Manager of Simmons East, LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me.

NOTARY PUBLIC:

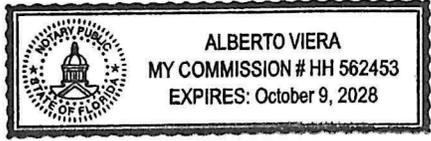
Sign: Alberto Viera (Seal)

Print: Alberto Viera

Title or Rank: Controller

Serial Number, if any: HH 562453

My Commission Expires: 10/9/28



**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we, Simmons East LLC called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Eight Hundred Forty-seven Thousand Eight Hundred Twenty-two Dollars and Thirteen Cents (\$847,822.13) 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, drainage, and other necessary facilities, in accordance with 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 offsite utility and roadway improvement 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 and Offsite Improvements, the terms of which Agreement require the Principal to submit and instrument ensuring completion of construction of required improvements.

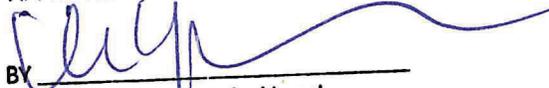
**WHEREAS**, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

**NOW THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH THAT:**

- A. If the Principal shall well and truly build, construct, and install in the platted area known as South Creek Phase 5A and 5B subdivision all roads, drainage, water, wastewater, and other necessary facilities, to be built and constructed in the platted area and offsite utility and roadway improvement 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 April 10, 2027.**

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

INSURANCE COMPANY SIGNATURE FORM

FOR: South Creek Phase 5A and 5B

BOND NO. F465302

SIGNED AND SEALED this 29th day of January, 20 26



Great American Insurance Company

Surety Company Name

By: Yu Cheng Chiang Signature - As its Agent

Yu cheng Chiang, Attorney-in-Fact

Print Name & Title

301 E Fourth Street

Address

Cincinnati OH 45202

City State Zip

WITNESSES OR CORPORATE SEAL

N/A Signature Print Name

N/A Signature Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 29th day of January, 20 26, by Yu cheng Chiang as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



Mary Langley Notary Public

Mary Langley Print Name of Notary

Commission No. HH364957 My Commission Expires: March 20, 2027

DEVELOPER SIGNATURE FORM

FOR: South Creek Phase 5A and 5B

BOND NO. F465302

WITNESSES OR CORPORATE SEAL:

Witness

Simmons East LLC Inc.

Developer

Kendy Bear

BY: Eisenhower Management, Inc., its manager

Kendy Bruce

Type or Print Name

[Signature]

Signature

[Signature]

Witness

NICHOLAS DISTER

Type or Print Name

Connor Smith

Type or Print Name

VICE PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

111 S Armenia Avenue

Postal Address

Tampa, FL 33609  
City State Zip

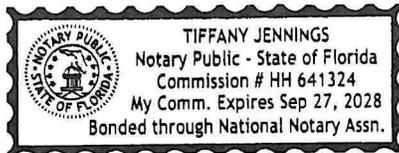
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 4 day of February, 2020, by NICHOLAS DISTER, as VICE PRESIDENT, (Title), of Eisenhower Management, Inc. on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public

TIFFANY JENNINGS  
Print Name of Notary

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 21328

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD JR	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO JR.		
MARY MARTHA LANGLEY		
YU CHENG CHIANG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of DECEMBER, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*

Assistant Secretary

*John K. Webster*

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of DECEMBER, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2030

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of January, 2026



*Steph C. B.*

Assistant Secretary



## Surety Bond Seal Addendum

### Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

**Stephen C. Beraha, Assistant Vice President**



Ardurra Group, Inc.  
 CLIENT: Simmons East LLC  
 PROJECT: South Creek Phase 5A & 5B

EXHIBIT A  
 PERFORMANCE BOND  
 November 20, 2025

**ROAD CONSTRUCTION**

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Onsite Roadway</u>				
1	1 1/2" Type SP-12.5 Asphalt	3,327	SY	\$ 17.80	\$ 59,220.60
2	6" Limerock Base	3,327	SY	\$ 18.35	\$ 61,050.45
3	8" Stabilization Sub-Base ( LBR 40 )	4,291	SY	\$ 7.50	\$ 32,182.50
4	T Type Turnaround	2,160	SF	\$ 3.55	\$ 7,668.00
5	Miami Curb	2,834	LF	\$ 17.35	\$ 49,169.90
6	3' Intersection Valley Curb	58	LF	\$ 42.15	\$ 2,444.70
7	5' Wide Conc. Sidewalk (Non-Lot Frontage )	1,366	LF	\$ 42.45	\$ 57,986.70
8	6' Wide Conc. Sidewalk (Non-Lot Frontage )	142	LF	\$ 60.20	\$ 8,548.40
9	5' Wide Conc. Sidewalk - Remove & Replace	158	LF	\$ 58.10	\$ 9,179.80
10	20' Wide, 6" Reinf. Concr Driveway	2	EA	\$ 4,044.70	\$ 8,089.40
11	ADA Ramps	6	EA	\$ 1,349.00	\$ 8,094.00
12	R/W Grading - Onsite	1	LS	\$ 17,103.90	\$ 17,103.90
13	3' Sod - B.O.C.	945	SY	\$ 3.65	\$ 3,449.25
14	Seed & Mulch - R/W	2,784	SY	\$ 0.55	\$ 1,531.20
15	Roadside Underdrain	194	LF	\$ 17.70	\$ 3,433.80
16	Underdrain Cleanouts	2	EA	\$ 367.35	\$ 734.70
17	Striping & Signage	1	LS	\$ 5,323.90	\$ 5,323.90
18	Connect to Existing Road	2	EA	\$ 993.70	\$ 1,987.40
	<u>Offsite Roadway</u>				\$ -
19	Silt Fence	300	LF	\$ 1.45	\$ 435.00
20	Remove Existing Pavement	1	LS	\$ 2,023.55	\$ 2,023.55
21	Remove Existing Curb	1	LS	\$ 1,059.95	\$ 1,059.95
22	Remove Existing Pipe & MES	1	LS	\$ 2,264.45	\$ 2,264.45
23	Remove & Replace Existing Chainlink Fence w/ Gates	265	LF	\$ 43.35	\$ 11,487.75
25	1 1/2" Type SP-12.5 Asphalt	508	SY	\$ 19.85	\$ 10,083.80
26	10" Limerock Base	508	SY	\$ 30.10	\$ 15,290.80
27	12" Stabilization Sub-Base ( LBR 40 )	599	SY	\$ 12.20	\$ 7,307.80
29	Mill Existing Asphalt	304	SY	\$ 19.25	\$ 5,852.00
30	Overlay Type SP-9.5	304	SY	\$ 27.70	\$ 8,420.80
31	Sawcut Existing Pavement	1	LS	\$ 1,469.50	\$ 1,469.50
32	Type F Curb	274	LF	\$ 26.50	\$ 7,261.00
33	Driveway	1	LS	\$ 5,444.35	\$ 5,444.35
34	Connect to Existing MH	1	LS	\$ 1,740.50	\$ 1,740.50
35	18" Class III RCP	240	LF	\$ 70.50	\$ 16,920.00
36	Type 5 Curb Inlet	1	EA	\$ 10,262.35	\$ 10,262.35
37	Type D Inlet	1	EA	\$ 3,788.15	\$ 3,788.15
38	Dewatering / Rock Bedding	1	LS	\$ 1,243.00	\$ 1,243.00
39	Adjust Existing F/C to Grade	1	LS	\$ 704.60	\$ 704.60
40	Striping & Signage	1	LS	\$ 5,877.95	\$ 5,877.95
41	Grading	1	LS	\$ 3,613.50	\$ 3,613.50
42	Grassing(s)	1	LS	\$ 3,391.85	\$ 3,391.85
43	MOT	1	LS	\$ 12,165.45	\$ 12,165.45
44	Inspection/Testing	1	LS	\$ 5,000.00	\$ 5,000.00
				<b>ROAD CONSTRUCTION TOTAL</b>	<b>\$ 480,306.70</b>

Ardurra Group, Inc.  
CLIENT: Simmons East LLC  
PROJECT: South Creek Phase 5A & 5B

EXHIBIT A  
PERFORMANCE BOND  
November 20, 2025

**STORM DRAINAGE**

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Inspection/Testing	1	LS	\$ 6,400.00	\$ 6,400.00
				<b>STORM DRAINAGE TOTAL</b>	<b>\$ 6,400.00</b>

**Ardurra Group, Inc.**  
**CLIENT: Simmons East LLC**  
**PROJECT: South Creek Phase 5A & 5B**

**EXHIBIT A**  
**PERFORMANCE BOND**  
**November 20, 2025**

**WATER DISTRIBUTION**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1 Connect to Existing WM	2	EA	\$ 3,041.35	\$ 6,082.70
2 TCA	1	LS	\$ 9,395.10	\$ 9,395.10
3 16" Steel Casing	64	LF	\$ 149.95	\$ 9,596.80
4 6" PVC C900 DR18 WM	644	LF	\$ 31.00	\$ 19,964.00
5 6" Ductile Iron Pipe	844	LF	\$ 56.95	\$ 48,065.80
6 6" Gate Valve w/ Box	8	EA	\$ 2,424.70	\$ 19,397.60
7 6 x 6" Tee	2	EA	\$ 1,081.80	\$ 2,163.60
8 6" Fittings & Restraints	1	LS	\$ 11,254.80	\$ 11,254.80
9 Fire Hydrant Assembly	2	EA	\$ 8,151.40	\$ 16,302.80
10 Single Service Assembly (Complete) - Short	14	EA	\$ 711.85	\$ 9,965.90
11 Single Service Assembly (Complete) - Long	12	EA	\$ 907.20	\$ 10,886.40
12 6" Blow-off w/ 6" G.V.	2	EA	\$ 3,957.00	\$ 7,914.00
13 Testing & Chlorination	1	LS	\$ 2,144.00	\$ 2,144.00
14 Inspection/Testing	1.00	LS	\$ 5,000.00	\$ 5,000.00
<b>WATER DISTRIBUTION TOTAL</b>				<b>\$ 178,133.50</b>

Ardurra Group, Inc.  
CLIENT: Simmons East LLC  
PROJECT: South Creek Phase 5A & 5B

EXHIBIT A  
PERFORMANCE BOND  
November 20, 2025

**SANITARY SEWER**

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Televise Sanitary Sewer - Main	1,396	LF	\$ 5.40	\$ 7,538.40
2	Televise Sanitary Sewer - Laterals	598	LF	\$ 5.40	\$ 3,229.20
3	Testing	1	LS	\$ 2,649.90	\$ 2,649.90
<b>SANITARY SEWER TOTAL</b>					<b>\$ 13,417.50</b>

## WARRANTY BOND

**KNOW ALL MEN BY THESE PRESENTS**, That we Simmons East LLC, called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **ninety three thousand five hundred forty six dollars and twenty two cents** 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 South Creek Phase 5A & 5B and offsite utility and roadway Improvement area; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads, drainage, sanitary sewers, water 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 THE 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 known as **South Creek Phase 5A and 5B** and the offsite utility and roadway improvement area, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and:
- B. If the Principal shall correct within the above subscribed 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 April 10, 2029**

APPROVED BY THE COUNTY ATTORNEY

BY

  
Approved As To Form And Legal Sufficiency.

INSURANCE COMPANY SIGNATURE FORM

FOR: South Creek Phase 5A and 5B

BOND NO. F362004

SIGNED AND SEALED this 29th day of January, 2026



Great American Insurance Company

Surety Company Name

By:

Signature - As its Agent

Yu cheng Chiang, Attorney-in-Fact

Print Name & Title

301 E Fourth Street

Address

Cincinnati

OH

45202

City

State

Zip

WITNESSES OR CORPORATE SEAL

N/A

Signature

N/A

Print Name

N/A

Signature

N/A

Print Name

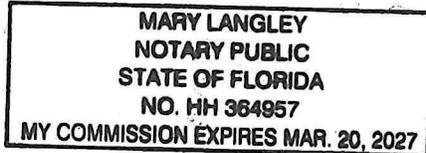
NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 29th day of January, 2026, by Yu cheng Chiang as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



Signature of Notary Public

Notary Public

Mary Langley

Print Name of Notary

Commission No. HH364957

My Commission Expires: March 20, 2027

DEVELOPER SIGNATURE FORM

FOR: South Creek Phase 5A and 5B

BOND NO. F362004

WITNESSES OR CORPORATE SEAL:

Simmons East LLC
Developer

Witness

Kimly Bee

BY: Eisenhower Management, Inc., its manager

Kentley Bruce

Type or Print Name

[Signature]

Signature

[Signature]

Witness

NICHOLAS DISTER

Type or Print Name

Connor Smith

Type or Print Name

VICE PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

111 S Armenia Avenue

Postal Address

Tampa, FL 33609

City State Zip

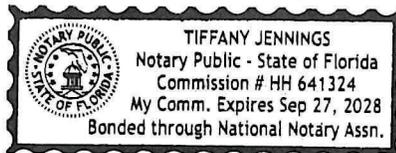
NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 4 day of FEBRUARY, 2020, by NICHOLAS DISTER, as VICE PRESIDENT, (Title), of Eisenhower Management, Inc. on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public

TIFFANY JENNINGS
Print Name of Notary

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 21328

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD JR	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO JR.		
MARY MARTHA LANGLEY		
YU CHENG CHIANG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **17TH** day of **DECEMBER**, **2025**.  
Attest

GREAT AMERICAN INSURANCE COMPANY



*Mary L. C. B.*

Assistant Secretary

*John K. Webster*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this **17TH** day of **DECEMBER**, **2025**, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2030

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **29th** day of **January**, **2026**



*Mary L. C. B.*

Assistant Secretary



## Surety Bond Seal Addendum

### Great American Insurance Company

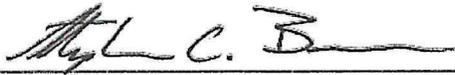
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

**Stephen C. Beraha, Assistant Vice President**

**PROJECT: South Creek Phase 5A & 5B**

**CLIENT: Simmons East LLC**

**BOND CALCULATIONS**

STATE OF FLORIDA )

)

COUNTY OF HILLSBOROUGH )

I, Tuyen L. Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that the cost listed below are accurate and were prepared for the purpose of securing a Performance Bond, Warranty Bond, and a Lot Corner Monumentation Performance Bond for South Creek Phase 5A & 5B.

**Tuyen L. Tran, P.E. (#54099)**

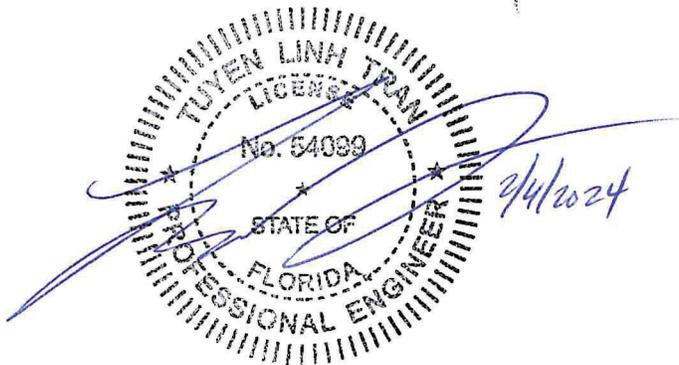
Tuyen L. Tran  
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Q:\ADULTERIN GROUP, INC. 05-10-20  
2/26/2011 11:03:02 05:27

Tuyen Tran (SEAL)  
PROFESSIONAL Engineer

1/20/2026  
Date



Tuyen L. Tran, State of Florida, Professional Engineer, License No. 54099  
This item has been digitally signed and sealed by Tuyen L. Tran on the date -located here.  
Signature must be verified on any electronic copies.



**Ardurra Group, Inc.**  
**CLIENT: Simmons East LLC**  
**PROJECT: South Creek Phase 5A & 5B**

**ENGINEER'S PERFORMANCE COST ESTIMATE**  
**LOT CORNER MONUMENTATION**  
**November 20, 2025**

**LOT CORNER MONUMENTATION**

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	<b>26</b>	<b>LOTS</b>	<b>\$ 100.00</b>	<b>\$ 2,600.00</b>
<b>LOT CORNER PERFORMANCE BOND AMOUNT (125% OF TOTAL)</b>		<b>\$ 2,600.00</b>	<b>x 125%</b>	<b>= \$ 3,250.00</b>



**ROAD CONSTRUCTION**

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Onsite Roadway</u>					
1	1 1/2" Type SP-12.5 Asphalt	3,327	SY	\$ 17.80	\$ 59,220.60
2	6" Limerock Base	3,327	SY	\$ 18.35	\$ 61,050.45
3	8" Stabilization Sub-Base ( LBR 40 )	4,291	SY	\$ 7.50	\$ 32,182.50
4	T Type Turnaround	2,160	SF	\$ 3.55	\$ 7,668.00
5	Miami Curb	2,834	LF	\$ 17.35	\$ 49,169.90
6	3' Intersection Valley Curb	58	LF	\$ 42.15	\$ 2,444.70
7	5' Wide Conc. Sidewalk (Non-Lot Frontage )	1,366	LF	\$ 42.45	\$ 57,986.70
8	6' Wide Conc. Sidewalk (Non-Lot Frontage )	142	LF	\$ 60.20	\$ 8,548.40
9	5' Wide Conc. Sidewalk - Remove & Replace	158	LF	\$ 58.10	\$ 9,179.80
10	20' Wide, 6" Reinf. Concr Driveway	2	EA	\$ 4,044.70	\$ 8,089.40
11	ADA Ramps	6	EA	\$ 1,349.00	\$ 8,094.00
12	R/W Grading - Onsite	1	LS	\$ 17,103.90	\$ 17,103.90
13	3' Sod - B.O.C.	945	SY	\$ 3.65	\$ 3,449.25
14	Seed & Mulch - R/W	2,784	SY	\$ 0.55	\$ 1,531.20
15	Roadside Underdrain	194	LF	\$ 17.70	\$ 3,433.80
16	Underdrain Cleanouts	2	EA	\$ 367.35	\$ 734.70
17	Striping & Signage	1	LS	\$ 5,323.90	\$ 5,323.90
18	Connect to Existing Road	2	EA	\$ 993.70	\$ 1,987.40
<u>Offsite Roadway</u>					
19	1 1/2" Type SP-12.5 Asphalt	508	SY	\$ 19.85	\$ 10,083.80
20	10" Limerock Base	508	SY	\$ 30.10	\$ 15,290.80
21	12" Stabilization Sub-Base ( LBR 40 )	599	SY	\$ 12.20	\$ 7,307.80
22	Mill Existing Asphalt	304	SY	\$ 19.25	\$ 5,852.00
23	Overlay Type SP-9.5	304	SY	\$ 27.70	\$ 8,420.80
24	Sawcut Existing Pavement	1	LS	\$ 1,469.50	\$ 1,469.50
25	Type F Curb	274	LF	\$ 26.50	\$ 7,261.00
26	Driveway	1	LS	\$ 5,444.35	\$ 5,444.35
27	Connect to Existing MH	1	LS	\$ 1,740.50	\$ 1,740.50
28	18" Class III RCP	240	LF	\$ 70.50	\$ 16,920.00
29	Type 5 Curb Inlet	1	EA	\$ 10,262.35	\$ 10,262.35
30	Type D Inlet	1	EA	\$ 3,788.15	\$ 3,788.15
31	Adjust Existing F/C to Grade	1	LS	\$ 704.60	\$ 704.60
32	Striping & Signage	1	LS	\$ 5,877.95	\$ 5,877.95
33	Grading	1	LS	\$ 3,613.50	\$ 3,613.50
34	Grassing(s)	1	LS	\$ 3,391.85	\$ 3,391.85
<b>ROAD CONSTRUCTION TOTAL</b>					<b>\$ 444,627.55</b>

**Ardurra Group, Inc.**  
**CLIENT: Simmons East LLC**  
**PROJECT: South Creek Phase 5A & 5B**

**EXHIBIT A**  
**WARRANTY BOND**  
**November 20, 2025**

**STORM DRAINAGE**

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" HP Dual Wall Storm Pipe	908	LF	\$ 61.20	\$ 55,569.60
2	24" HP Dual Wall Storm Pipe	158	LF	\$ 86.40	\$ 13,651.20
3	Type 1 Curb Inlet	7	EA	\$ 5,227.60	\$ 36,593.20
4	Type P Manhole	2	EA	\$ 7,443.70	\$ 14,887.40
5	Convert Type E Inlet to P Manhole	2	EA	\$ 9,517.70	\$ 19,035.40
6	Dewatering / Rock Bedding	1	LS	\$ 4,648.85	\$ 4,648.85
7	Existing Weir Modification	1	LS	\$ 722.70	\$ 722.70
8	24" MES	1	EA	\$ 1,479.10	\$ 1,479.10
9	Sand Cement Rip Rap	25	SF	\$ 20.65	\$ 516.25
10	T.V. Storm Pipe	1,066	LF	\$ 6.00	\$ 6,396.00

**STORM DRAINAGE TOTAL \$ 153,499.70**

Ardurra Group, Inc.  
 CLIENT: Simmons East LLC  
 PROJECT: South Creek Phase 5A & 5B

EXHIBIT A  
 WARRANTY BOND  
 November 20, 2025

**WATER DISTRIBUTION**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1 Connect to Existing WM	2	EA	\$ 3,041.35	\$ 6,082.70
2 TCA	1	LS	\$ 9,395.10	\$ 9,395.10
3 16" Steel Casing	64	LF	\$ 149.95	\$ 9,596.80
4 6" PVC C900 DR18 WM	644	LF	\$ 31.00	\$ 19,964.00
5 6" Ductile Iron Pipe	844	LF	\$ 56.95	\$ 48,065.80
6 6" Gate Valve w/ Box	8	EA	\$ 2,424.70	\$ 19,397.60
7 6 x 6" Tee	2	EA	\$ 1,081.80	\$ 2,163.60
8 6" Fittings & Restraints	1	LS	\$ 11,254.80	\$ 11,254.80
9 Fire Hydrant Assembly	2	EA	\$ 8,151.40	\$ 16,302.80
10 Single Service Assembly (Complete) - Short	14	EA	\$ 711.85	\$ 9,965.90
11 Single Service Assembly (Complete) - Long	12	EA	\$ 907.20	\$ 10,886.40
12 6" Blow-off w/ 6" G.V.	2	EA	\$ 3,957.00	\$ 7,914.00
13 Testing & Chlorination	1	LS	\$ 2,144.00	\$ 2,144.00
<b>WATER DISTRIBUTION TOTAL</b>				<b>\$ 173,133.50</b>

**Ardurra Group, Inc.**  
**CLIENT: Simmons East LLC**  
**PROJECT: South Creek Phase 5A & 5B**

**EXHIBIT A**  
**WARRANTY BOND**  
**November 20, 2025**

**SANITARY SEWER**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1 8" PVC ( 6-8' )	96	LF	\$ 40.65	\$ 3,902.40
2 8" PVC ( 8-10' )	470	LF	\$ 45.45	\$ 21,361.50
3 8" PVC ( 10-12' )	528	LF	\$ 51.50	\$ 27,192.00
4 8" PVC ( 12-14' )	302	LF	\$ 63.50	\$ 19,177.00
5 Single Service	6	EA	\$ 1,320.45	\$ 7,922.70
6 Double Single Service	10	EA	\$ 1,679.00	\$ 16,790.00
7 Manhole ( 8-10' )	1	EA	\$ 6,773.90	\$ 6,773.90
8 Manhole ( 10-12' )	2	EA	\$ 7,598.10	\$ 15,196.20
9 Manhole ( 12-14' )	2	EA	\$ 8,631.35	\$ 17,262.70
10 Dewatering / Rock Bedding	1	LS	\$ 9,313.90	\$ 9,313.90
11 Televiser Sanitary Sewer - Main	1,396	LF	\$ 5.40	\$ 7,538.40
12 Televiser Sanitary Sewer - Laterals	598	LF	\$ 5.40	\$ 3,229.20
13 Testing	1	LS	\$ 2,649.90	\$ 2,649.90
14 Adjust Existing Manhole F/C	1	LS	\$ 1,121.85	\$ 1,121.85
15 Connect to Existing Manhole	1	LS	\$ 4,769.80	\$ 4,769.80
<b>SANITARY SEWER TOTAL</b>				<b>\$ 164,201.45</b>

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 26, by and between Simmons East LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

**Witnesseth**

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek Phases 5A and 5B (hereafter referred to as the "Subdivision"); 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 are to be installed after recordation of said plat under guarantees posted with the County; and

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

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, 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 Subdivision, within twenty four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number F465301 dated, 2/4/2026 with \_\_\_\_\_ Simmons East, LLC as Principal, and \_\_\_\_\_ Great American Insurance as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Subdivider:

Kendley Bruce  
Witness Signature

By [Signature]  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Kendley Bruce  
Printed Name of Witness

Nicholas Dister  
Name (typed, printed or stamped)

[Signature]  
Witness Signature

Vice President  
Title

Connor Smith  
Printed Name of Witness

111 S. Armenia Ave. Tampa FL 33609  
Address of Signer

813-498-8097  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:  
VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

By [Signature]  
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, this 4th day of Feb., 2026, by Nicholas J. Dister, as Vice President of Eisenhower Management, Inc., a Florida corporation, the Manager of **Simmons East, LLC**, a Florida limited liability company, on behalf of the companies, who is personally known to me.

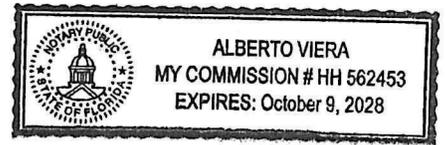
NOTARY PUBLIC:

Sign: Alberto Viera (Seal)

Print: Alberto Viera

Title or Rank: Controlador

Serial Number, if any: HH 562453



My Commission Expires: 10/9/28

**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

2025, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we, Simmons East, LLC a Florida Limited Liability Company called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of **Three Thousand Two Hundred Fifty Dollars and 00/100 (\$3,250.00)** 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 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.

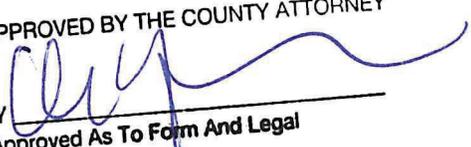
**WHEREAS**, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

**NOW THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH THAT:**

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **South Creek Phase 5A and 5B** 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 April 10, 2028.**

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.

INSURANCE COMPANY SIGNATURE FORM

FOR: South Creek Phase 5A and 5B

BOND NO. F465301

SIGNED AND SEALED this 29th day of January, 20 26



Great American Insurance Company

Surety Company Name

By: Yu cheng Chiang

Signature - As its Agent

Yu cheng Chiang, Attorney-in-Fact

Print Name & Title

301 E Fourth Street

Address

Cincinnati OH 45202

City State Zip

WITNESSES OR CORPORATE SEAL

N/A Signature Print Name

N/A Signature Print Name

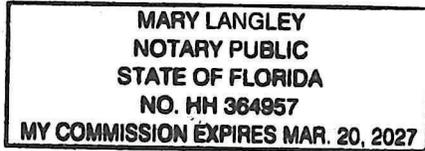
NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 29th day of January, 20 26, by Yu cheng Chiang as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



Mary Langley Notary Public

Mary Langley Print Name of Notary

Commission No. HH364957 My Commission Expires: March 20, 2027

DEVELOPER SIGNATURE FORM

FOR: South Creek Phase 5A and 5B

BOND NO. F465301

WITNESSES OR CORPORATE SEAL:
Witness

Simmons East, LLC.
Developer

Kindy Bruce
Type or Print Name

BY: Eisenhower Management, Inc., its manager

Kindy Bruce
Type or Print Name

[Signature]
Signature

[Signature]
Witness

NICHOLAS DISTER
Type or Print Name

Connor Smith
Type or Print Name

VICE PRESIDENT
Title (If attorney-in-fact Attach Power of Attorney)

111 S Armenia Avenue
Postal Address

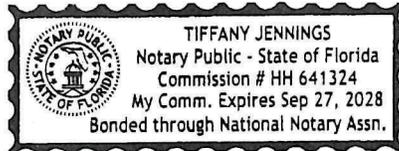
Tampa, FL 33609
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 4 day of FEBRUARY, 2020, by NICHOLAS DISTER, as VICE PRESIDENT, (Title), of Eisenhower Management, Inc. on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public

TIFFANY JENNINGS
Print Name of Notary

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 21328

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD JR	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO JR.		
MARY MARTHA LANGLEY		
YU CHENG CHIANG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of DECEMBER, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*John K. Webster*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 17TH day of DECEMBER, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2030

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of January, 2026



*Stephen C. Beraha*

Assistant Secretary



## Surety Bond Seal Addendum

### Great American Insurance Company

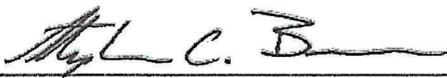
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

**Stephen C. Beraha, Assistant Vice President**

# SOUTH CREEK PHASE 5A AND 5B

## BEING A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**LEGAL DESCRIPTION:**  
A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, SAME BEING THE RIGHT-OF-WAY LINE OF GRACE SWEAT ROAD, SOUTH CREEK PHASE 4, ACCORDING TO PLAT BOOK 147, PAGE 175, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, NORTH EAST, A DISTANCE OF 42.98 FEET TO THE EAST LINE OF TRACT B, SAID SOUTH CREEK PHASE 4; THENCE ALONG THE SOUTH LINE OF SAID TRACT B, SOUTH 89°29'48" 00"20"35" EAST, A DISTANCE OF 302.94 FEET TO THE SOUTH LINE OF SECTION 19; THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, SOUTH 01°09'51" WEST, A DISTANCE OF 37.00 FEET; THENCE NORTH 89°29'51" WEST, A DISTANCE OF 631.57 FEET; THENCE SOUTH 89°29'51" WEST, A DISTANCE OF 142.00 FEET TO THE NORTH LINE OF SAID SOUTH CREEK PHASE 2A, 2B, AND 2C, ACCORDING TO PLAT BOOK 141, PAGE 247, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 01°09'51" WEST, A DISTANCE OF 17.25 FEET TO THE SOUTH LINE OF TRACT A, OF SAID SOUTH CREEK PHASE 4; THENCE ALONG A DISTANCE OF 123.24 FEET; (3) NORTH 87°20'57" WEST, A DISTANCE OF 155.40 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 00°40'09" EAST, A DISTANCE OF 11.03 FEET; THENCE SOUTH 89°12'44" EAST, A DISTANCE OF 110.15 FEET; THENCE NORTH 01°33'41" EAST, A DISTANCE OF 197.55 FEET TO THE SOUTH LINE OF TRACT A, OF SAID SOUTH CREEK PHASE 4; THENCE ALONG TRACT A, ALONG SAID NORTH-OF-WAY LINE, NORTH 01° 33' 27" EAST, A DISTANCE OF 23.97 FEET; SOUTH 87°12'44" EAST, A DISTANCE OF 60.02 FEET; CONTAINING 5.866 ACRES, MORE OR LESS.

**DEDICATION:**  
THE UNDERSIGNED, AS THE OWNERS OF THE LANDS PLATTED HEREIN DO HEREBY DEDICATE THIS PLAT OF SOUTH CREEK PHASE 5A AND 5B FOR RECORD. FURTHER, THE OWNERS DO HEREBY STATE, DECLARE AND MAKE THE FOLLOWING DEDICATIONS AND RESERVATIONS, EACH AS THEIR INTERESTS APPEAR:  
OWNERS HEREBY DEDICATE TO HILLSBOROUGH COUNTY, FLORIDA ("THE COUNTY") AND THE PUBLIC IN GENERAL FOR PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLATS AS "PUBLIC".

OWNERS HEREBY RESERVE FEE TITLE IN AND TO TRACTS 501, 502, 503, 504 AND 505 FOR DEVELOPMENT PURPOSES. SUCH TRACT IS HEREBY MADE SUBJECT TO ANY AND ALL EASEMENTS THE HANTERBROOK OWNERS-RESERVED TRACTS AND AREAS AND PRIVATE EASEMENTS RESERVED BY OWNERS(S) WILL BE THE RESPONSIBILITY OF THE OWNERS, THEIR ASSIGNS AND THEIR SUCCESSORS IN TITLE.  
OWNERS HEREBY RESERVE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS AND UNDER ALL AREAS DESIGNATED AS "PUBLIC DRAINAGE EASEMENTS" AS SHOWN HEREON FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING DRAINAGE LINES, SWALES, RETENTION AND DETENTION, AND OTHER DRAINAGE FACILITIES. ALL SUCH EASEMENTS SHALL BE SUBJECT TO ALL PUBLIC EASEMENTS SHOWN HEREON.

**OWNER:**  
SIMMONS EAST DEVELOPMENT LLC  
A FLORIDA LIMITED LIABILITY COMPANY

NICHOLAS DISTER, AUTHORIZED SIGNER \_\_\_\_\_ WITNESS \_\_\_\_\_

**ACKNOWLEDGMENT:** (PRINT NAME) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, BY NICHOLAS DISTER, AUTHORIZED SIGNER, ON BEHALF OF SIMMONS EAST DEVELOPMENT LLC, WHO PERSONALLY APPEARED BEFORE ME BY  PHYSICAL PRESENCE, OR  ONLINE NOTARIZATION, AND WHO IS  PERSONALLY KNOWN TO ME, OR  WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LANGE  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

**OWNER:**  
SIMMONS EAST LLC  
A FLORIDA LIMITED LIABILITY COMPANY

NICHOLAS DISTER, AUTHORIZED SIGNER \_\_\_\_\_ WITNESS \_\_\_\_\_

**ACKNOWLEDGMENT:** (PRINT NAME) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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NOTARY PUBLIC, STATE OF FLORIDA AT LANGE  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

**CLERK OF CIRCUIT COURT, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA:**  
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART 1 OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

By \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, TIME: \_\_\_\_\_  
CLERK OF CIRCUIT COURT  
By \_\_\_\_\_ CLERK FILE NUMBER \_\_\_\_\_  
DEPUTY CLERK

**BOARD OF COUNTY COMMISSIONERS:**  
THIS PLAT HAS BEEN APPROVED FOR RECORDATION.  
HILLSBOROUGH COUNTY DEVELOPMENT SERVICES DEPARTMENT DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
IN ACCORDANCE WITH HILLSBOROUGH COUNTY RESOLUTION R25-042

**PLAT APPROVAL:**  
THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY, THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.  
REVIEWED BY: \_\_\_\_\_  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY, FLORIDA

**SURVEY CERTIFICATE:**  
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES; AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE AND THAT PERMANENT REFERENCE MONUMENTS (PRMS) WERE SET ON THE 17TH DAY OF OCTOBER, 2025, AS SHOWN HEREON; AND THAT ALL NECESSARY EASEMENTS AND RIGHTS OF WAY HAVE BEEN SET ON AND WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BIDDING.

ROBERT B. CURTIS  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE # 12510  
CERTIFICATE OF AUTHORIZATION LB 2610  
4921 MEMORIAL HIGHWAY  
ONE MEMORIAL CENTER, SUITE 300  
TAMPA, FLORIDA 33634

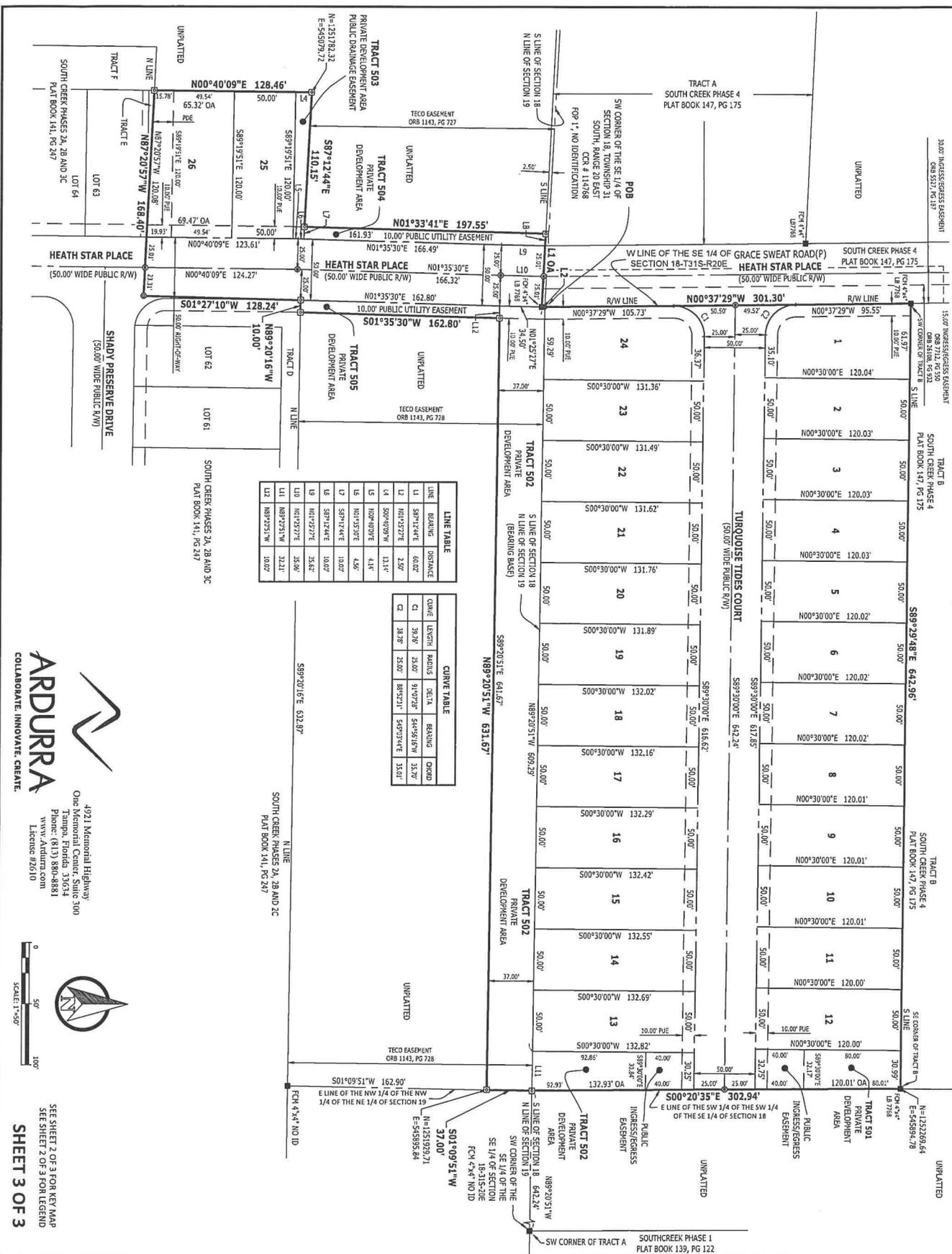




# SOUTH CREEK PHASE 5A AND 5B

BEING A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,  
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



**LINE TABLE**

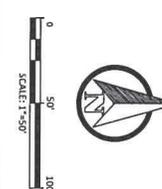
LINE	BEARING	DISTANCE
L1	S89°12'44"E	110.15'
L2	N01°33'41"E	197.55'
L3	N01°35'30"E	166.49'
L4	N01°35'30"E	166.32'
L5	N01°35'30"E	162.80'
L6	N01°35'30"E	162.80'
L7	S89°12'44"E	110.15'
L8	N01°35'30"E	162.80'
L9	N01°35'30"E	162.80'
L10	N01°35'30"E	162.80'
L11	N89°20'51"W	631.67'
L12	N89°20'51"W	631.67'

**CURVE TABLE**

NAME	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	39.79'	25.00'	91.07°	S44°56'16"W	33.70'
C2	38.98'	35.00'	88.32°	S40°33'41"E	33.01'

**ARDURRA**  
COLLABORATE. INNOVATE. CREATE.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone: (813) 980-8881  
www.ardurra.com  
License #2610



SEE SHEET 2 OF 3 FOR KEY MAP  
SEE SHEET 2 OF 3 FOR LEGEND  
**SHEET 3 OF 3**