**SUBJECT:** 

Marisol Pointe Phase 1 aka MiraBay Parcel 101

**DEPARTMENT:** 

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

**BOARD DATE: CONTACT:** 

December 14, 2021 Lee Ann Kennedy

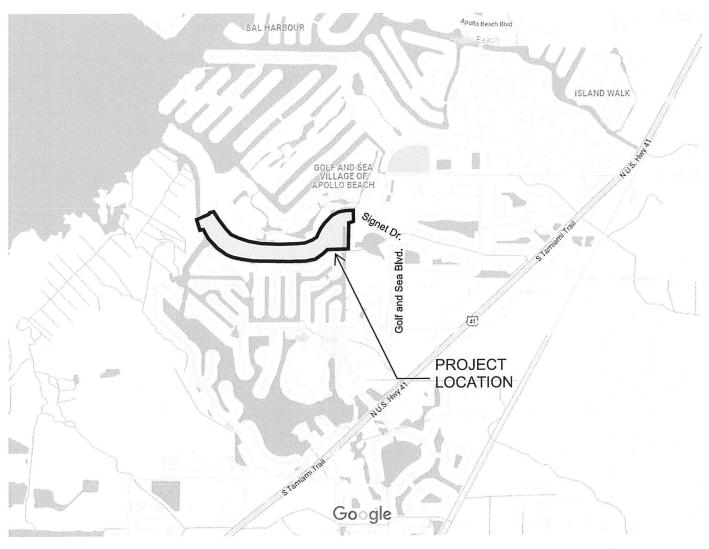
#### **RECOMMENDATION:**

Accept the plat for recording for Marisol Pointe Phase 1 aka MiraBay Parcel 101, located in Section 29, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$408,519.38, a Warranty Bond in the amount of \$216,201.46, 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 \$4,625.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

#### **BACKGROUND:**

On March 9, 2020, Permission to Construct Prior to Platting was issued for Marisol Pointe Phase 1 aka MiraBay Parcel 101. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Park Square Enterprises, LLC and the engineer is Clearview Land Design.

## Google Maps



Map data @2021 Google 1000 ft

## MIRABAY - PARCEL 101 LOCATION MAP

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

This Agreement is made and entered into this day of, 20, by and between Park Square Enterprises, LLC, a Delaware limited liability company hereinafter referred to as "Subdivider", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to a "County".	as
Witnesseth	
<b>WHEREAS</b> the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC", pursuant to authority contained in Chapters 125,163, 177 and 125, Florida Statutes; and	and
<b>WHEREAS</b> , the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and	h
<b>WHEREAS</b> , pursuant to the LDC, the Subdivider has submitted to the Board of County Commissione Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as MARISOL POIN PHASE 1 Subdivision.	
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shabe approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and	ll not
WHEREAS, the improvements required by the LDC in the subdivision known as MARISOL POINTIPHASE 1 are to be installed after recordation of said plat under guarantees posted with the County; and	<u>E</u>
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and easements and rights-of-way as shown such plat, in accordance with the specifications found in the aforementioned LDC and required by the County;	
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the planea; and	atted
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion improvements for maintenance as listed below and identified as applicable to this project:	, the
X       Roads/Streets       X       Water Mains/Services       X       Stormwater Drainage Systems         Sanitary Gravity Sewer System       X       Sanitary Sewer Distribution System       Bridges         Reclaimed Water Mains/Services       Sidewalks       Other:         ; and	
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements again defects in workmanship and materials and agrees to correct any such defects which arise during the warranty peand	

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

**NOW, THEREFORE,** in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned improvements, the Subdivider and County agree as follows:

- 1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <a href="MARISOL POINTE PHASE 1">MARISOL POINTE PHASE 1</a> subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in <u>MARISOL POINTE</u>

  <u>PHASE 1</u> subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
- 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

Letters of Credit, number	, dated	, and
number		
		by order
of		,
A Performance Bond, dated 9/29	1 202-1 with	
Park Square Enterprises L		
Great Amesican Tok	as Surety, and	
	with	
Park Spare Enterprises Li	(C) as Principal, and	
(spent Honerican Ins	as Surety, and	
Francis Assessments dated	l k	
Escrow Agreements, dated		
	and the County, or	
Cashier/Certified Checks, number	, dated	
and number	, dated	

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

- 5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - (a) The plans, drawings, and specifications submitted to and approved by the County's Development Services Department; and
  - (b) All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.

- 6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
- 7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>MARISOL POINTE PHASE 1</u> at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification;
     and
  - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the 12 month

construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.

- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of this parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 2021 ATTEST: SUBDIVIDER: By: Park Square Enterprises, LLC, a Delaware limited liability company Witness' Signature **Authorized Corporate Officer or Individual** (Signed before a Notary Public and 2 Witnesses) ombs Printed Name of Witness Title Manager Witness' Signature **Printed Name of Witness** JUDITH K COMBS NOTARY PUBLIC MY COMMISSION # HH 111611 407-529-3032 CORPORATE SE. **EXPIRES: May 10, 2025** Phone Number of Signer Bonded Thru Notary Public Underwriters ATTEST: HILLSBOROUGH COUNTY CLERK OF THE CIRCUIT COURT **BOARD OF COUNTY COMMISSIONERS** 

Chair.

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

By:

Deputy Clerk

#### CORPORATE ACKNOWLEDGMENT:

-	1	
STATE OF	Florida	
COUNTY OF	Overge	

The foregoing instrument was acknowledged before me by means of ⚠ physical presence or ☐ online notarization, HOCANATION of officer or agent, Manager title of officer or corporation acknowledging), incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

JUDITH K. COMBS MY COMMISSION # HH 111611 [Notar] **EXPIRES: May 10, 2025** Bonded Thru Notary Public Underwriters

Name typed, printed or stamped
My Commission Expires: 5/10/2025

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Park Square Enterprises</u>, <u>LLC</u>, a <u>Delaware limited liability company</u> called the Principal, and <u>Great American 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>Four Hundred Eight Thousand Five Hundred Nineteen and 38/100</u> (\$408,519.38) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, roads and drainage, water, sewer and other necessary facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as MARISOL POINTE PHASE 1 subdivision all roads and drainage, water, sewer and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL **DECEMBER 9, 2022**.

SIGNED, SEALED AND DATED this _	29th	day of <u>September</u>	, 2021.
ATTEST:		Park Square Enterprises, LLC	
Judith Combs, Withess		BY: PRINCIPAL (SEA	12
O'Duarra Como que mess		TRIVEI AL	
		Great American In SURETY (SE	nsurance Company AL)
		SURETT (SE	AL)
		* ×	
ATTEST: Out Dy Kolly		West he Care	
Cassidy Kelly, Surety Witness		ATTORNEY-IN-FACT (SE William Reidinger	EAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

## Surety Company Acknowledgment:

State of Illinois
County of <u>DuPage</u>
On this 29th day of September , 2021, before me
personally appeared William Reidinger, to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at <u>Schaumburg, IL</u> , that he/she is the <u>Attorney-in-Fact</u> of
Great American Insurance Company , the corporation
described in and which executed the annexed instrument; that he/she knows the
corporate seal of said corporation that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and that the liabilities
of said corporation do not exceed its assets as ascertained in the manner provided by
law.
Lebecca L. alves
Rebecca R. Alves
Notary Public in and for the above County and State
OFFICIAL SEAL REBECCA R ALVES NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/29/24  My commission expires 6/29/2024

#### 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 1

Bond No. 3858364

#### 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 its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

William Reidinger

20 N Martingale Rd, Suite 100

\$100,000,000.00

Schaumburg, IL 60173

Principal: Park Square Enterprises, LLC

Obligee: Board of County Commissioners of Hillsborough County, Florida

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 29th day of September, 2021.

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29th day of September , 2021 , before me personally appeared MARK VICARIO, 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, 2025

Susan a Kohowst

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 September, 2021.



Assistant Secretary

## **GENERAL SURETY RIDER**

To be attached and form a part	t of					
Bond No.	3858364					
For	Subdivision Perf	Subdivision Performance Bond - Marisol Pointe Phase 1				
Dated effective	09/29/2021 (MC	NTH, DAY, YEAR)				
Executed by	Park Square Ent	erprises, LLC, as Principa	I, (PRINCIPAL)			
And by	<b>Great American</b>	Insurance Company, as S	Surety, (SURETY)			
And in favor of	Board of Coun (OBLIGEE)	ty Commissioners of I	Hillsborough County, Florida			
In consideration of the mutua changing	al agreements herein	contained the Principal a	and the Surety hereby consent to			
INFORMATI	ON	FROM	то			
Term Expiration Date		12/09/2022	01/14/2023			
Nothing herein contained sl herein expressly stated.  This rider is effective	nall vary, alter or ex	tend any provision or co 09/29/2021	ondition of this bond except as			
		(MONTH, DAY, YEA				
Signed and Sealed			R)			
		10/27/2021	R)			
		10/27/2021 (MONTH, DAY, YEA				
N.			R)  Park Square Enterprises, LLC			
*			Park Square Enterprises, LLC PRINCIPAL			
			R)  Park Square Enterprises, LLC			
			Park Square Enterprises, LLC PRINCIPAL			
		(MONTH, DAY, YEA	Park Square Enterprises, LLC PRINCIPAL BY			
		(MONTH, DAY, YEA	R)  Park Square Enterprises, LLC PRINCIPAL BY  TITLE t American Insurance Company			

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

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 1

Bond No. 3858364

#### 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 its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

William Reidinger

20 N Martingale Rd, Suite 100 Schaumburg, IL 60173

\$100,000,000.00

Principal: Park Square Enterprises, LLC

Obligee: Board of County Commissioners of Hillsborough County, Florida

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 27th day of October ; 2021.

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27th day of

On this 27th day of October , 2021 , before me personally appeared MARK VICARIO, 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, 2025

Susar a Lohoust

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 27th day of October: 2021.



Assistant Secretary

#### WARRANTY BOND

#### Bond No. 3858366

ENOW ALL MEN BY THESE PRESENTS, That we, Park Square Enterprises, LLC, a

Delaware 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

Two Hundred Sixteen Thousand Two Hundred One and 46/100 (\$216,201.46) Dollars for the

payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally, firmly by these presents.

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

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads and drainage, water and wastewater) for maintenance in the approved platted subdivision known as MARISOL POINTE PHASE 1; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (all roads and drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads and drainage as referenced above, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads and drainage, water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <a href="MARISOL POINTE PHASE 1">MARISOL POINTE PHASE 1</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 DECEMBER 9, 2024.

SIGNED, SEALED AND DATED this 29th	_ day of	September	, 20 <u>21</u>	3
ATTEST:		Park Square Enterprises	, LLC	
Juditi Combs, witness	)   19   12	BY: PRINCIPAL	(SEAL)	
o Juan Podrico, Tarin		TRINCIPAL	(SEAL)	
		Great SURETY	American Insurano (SEAL)	ce Company
		5011571	(OLILI)	
ATTEST: Cossibly Kolly	<u>-</u>	Mr-T feat	De la companya della companya della companya de la companya della	
Cassidy Kelly, Surety Witness		ATTORNEY-IN-F4 William Rei	100 150	

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

## Surety Company Acknowledgment:

State of <u>Illinois</u>
County of <u>DuPage</u>
On this 29th day of September , 2021, before me
personally appeared <u>William Reidinger</u> , to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at Schaumburg, IL, that he/she is the Attorney-in-Fact of
Great American Insurance Company , the corporation
described in and which executed the annexed instrument; that he/she knows the
corporate seal of said corporation that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and that the liabilities
of said corporation do not exceed its assets as ascertained in the manner provided by
law.
Lebecca L. alves
Rebecca R. Alves
Notary Public in and for the above County and State
OFFICIAL SEAL REBECCA R ALVES NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/29/24  My commission expires 6/29/2024

## 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 1

Bond No. 3858366

#### **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 its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

William Reidinger

20 N Martingale Rd, Suite 100 Schaumburg, IL 60173 \$100,000,000.00

Principal: Park Square Enterprises, LLC

Obligee: Board of County Commissioners of Hillsborough County, Florida

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 29th day of September, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



My C.B\_

MARK VICARIO (877-377-2405)

Divisional Senior Vice President

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29th day of September , 2021 , before me personally appeared MARK VICARIO, 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, 2025 Susan a Lohoust

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 September, 2021.



My C.B\_

Assistant Secretary

## **GENERAL SURETY RIDER**

To be attached and form a part	OI							
Bond No.	3858366	**						
For	Warranty Bond	Warranty Bond - Marisol Pointe Phase 1						
Dated effective	09/29/2021 (MC	09/29/2021 (MONTH, DAY, YEAR)						
Executed by	Park Square Ent	erprises, LLC, as Principal, (	PRINCIPAL)					
And by	<b>Great American</b>	Insurance Company, as Sur	ety, (SURETY)					
And in favor of	Board of Coun (OBLIGEE)	Board of County Commissioners of Hillsborough County, Florida OBLIGEE)						
In consideration of the mutua changing	l agreements herein	contained the Principal and	the Surety hereby consent to					
INFORMATIO	ON	FROM	то					
Term Expiration Date		12/09/2024	01/14/2025					
Nothing herein contained sh herein expressly stated.	all vary, alter or ex	tend any provision or cond	lition of this bond except as					
This rider is effective		09/29/2021						
		(MONTH, DAY, YEAR)						
Signed and Sealed		10/27/2021						
*		(MONTH, DAY, YEAR)						
			Park Square Enterprises, LLC PRINCIPAL					
*			ВУ					
			TITLE					
		Great A	merican Insurance Company					
		· :	SURETY					

APPROVED BY, THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### 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 1

Bond No. 3858366

#### POWER OF ATTORNEY

KNOWALL 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 its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

William Reidinger

20 N Martingale Rd, Suite 100 Schaumburg, IL 60173 \$100,000,000.00

Principal: Park Square Enterprises, LLC

Obligee: Board of County Commissioners of Hillsborough County, Florida

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 27th day of October, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



My C.B.

Nak VViicio

Divisional Senior Vice President
MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Assistant Secretary

On this 27th day of October , 2021 , before me personally appeared MARK VICARIO, 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, 2025 Susan a Lohoust

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 27th day of October, 2021.



My C.B\_

Assistant Secretary

## **Summary For Performance Bond**

#### **MARISOL POINTE PHASE 1 FOLIO NUMBER 52550.0000**

Security Amount (125%/of/Total)	\$ 408,519.38
Total Amount	\$ 326,815.50
Sewage Collection System	\$ 61,678.50
Water Distribution System	\$ 12,822.50
Streets and Drainage Facilities	\$ 252,314.50

Toxey A. Hall, FL. P.E. Clearview Land Design

Date Prepared: 08

**Schedule: Streets & Drainage Facilities** 

#### **MARISOL POINTE PHASE 1**

Item	QTY	Unit Unit I		Unit Price		tal Amount
SAWCUT & MATCH EXIST. ASPHALT	1	LS	\$	515.00	\$	515.00
1 1/2" TYPE SP 12.5 ASPHALT	1,500	SY	\$	10.15	\$	15,225.00
STABILIZED CURB PAD	11,320	LF	\$	2.35	\$	26,602.00
MIAMI CURB	9,475	LF	\$	11.40	\$	108,015.00
TYPE "D" CURB - TRENCH	155	LF	\$	19.30	\$	2,991.50
TYPE "F" CURB	1,845	LF	\$	12.80	\$	23,616.00
CONCRETE VALLEY GUTTER INTERSECTION	1	EA	\$ 5,	050.00	\$	5,050.00
6" CONCRETE SIDEWALK W/ WWM	7,260	SF	\$	6.50	\$	47,190.00
5' ADA HANDICAPPED RAMP	6	EA	\$	935.00	\$	5,610.00
SIGNAGE & STRIPING	1	LS	\$ 17,	500.00	\$	17,500.00
Total Streets and Drainage System					\$	252,314.50

**Schedule: Water Distribution System** 

#### **MARISOL POINTE PHASE 1**

Item	QTY	Unit	U	nit Price	То	tal Amount
CONNECT TO EXISTING 12" WATERMAIN	1	EA	\$	4,550.00	\$	4,550.00
CHLORINATION & PRESSURE TESTING	5,515	LF	\$	1.50	\$	8,272.50
Total Water Dis	stribution	<b>System</b>			\$	12,822.50

**Schedule: Sewage Collection System** 

#### **MARISOL POINTE PHASE 1**

Item	QTY	Unit	U	nit Price	Тс	tal Amount
SANITARY SEWER TESTING	5,116	LF	\$	7.00	\$	35,812.00
CONNECT TO EXISTING 10" FORCEMAIN	1	EA	\$	4,550.00	\$	4,550.00
DEMO / RESTORE SIDEWALK (4")	400	LF	\$	28.65	\$	11,460.00
SOD RESTORATION - BAHIA	1,350	SY	\$	2.65	\$	3,577.50
PRESSURE TESTING	4,186	LF	\$	1.50	\$	6,279.00
Total Sewage Collection System \$			61,678.50			

## **Summary For Warranty Bond**

# MARISOL POINTE PHASE 1 FOLIO NUMBER 52550.0000

Security Amount (10% of Total)	\$ 216,201.46
Total Amount	\$ 2,162,014.55
Sewage Collection System	\$ 629,000.90
Water Distribution System	\$ 284,511.60
Streets and Drainage Facilities	\$ 1,248,502.05

Toxey A. Hall, FL. P.Es No. 3. Clearview Land Design. P.E.

Date Prepared: 09/28/2021

**Schedule: Streets & Drainage Facilities** 

#### **MARISOL POINTE PHASE 1**

Item	QTY	Unit	U	nit Price	Т	otal Amount
SAWCUT & MATCH EXIST. ASPHALT	1	LS	\$	515.00	\$	515.00
1 1/2" TYPE SP 12.5 ASPHALT	15,280	SY	\$	10.15	\$	155,092.00
6" SHELL BASE	15,280	SY	\$	8.40	\$	128,352.00
12" STABILIZED SUBGRADE (LBR-40)	15,280	SY	\$	4.45	\$	67,996.00
STABILIZED CURB PAD	11,320	LF	\$	2.35	\$	26,602.00
MIAMI CURB	9,475	LF	\$	11.40	\$	108,015.00
TYPE "D" CURB - TRENCH	155	LF	\$	19.30	\$	2,991.50
TYPE "F" CURB	1,845	LF	\$	12.80	\$	23,616.00
CONCRETE VALLEY GUTTER INTERSECTION	1	EA	\$	5,050.00	\$	5,050.00
6" CONCRETE SIDEWALK W/ WWM	7,260	SF	\$	6.50	\$	47,190.00
5' ADA HANDICAPPED RAMP	6	EA	\$	935.00	\$	5,610.00
SIGNAGE & STRIPING	1	LS	\$	17,500.00	\$	17,500.00
CONNECT TO EXISTING STORM	1	EA	\$	1,650.00	\$	1,650.00
CONNECT TO EXISTING STORM INLET	2	EA	\$	2,900.00	\$	5,800.00
15" CLASS III RCP STORM	63	LF	\$	32.65	\$	2,056.95
18" CLASS III RCP STORM	794	LF	\$	40.25	\$	31,958.50
24" CLASS III RCP STORM	1,999	LF	\$	55.30	\$	110,544.70
24" CLASS III RCP STORM AT SAN. CROSSINGS	192	LF	\$	91.45	\$	17,558.40
30" CLASS III RCP STORM	1,008	LF	\$	73.85	\$	74,440.80
36" CLASS III RCP STORM	1,001	LF	\$	98.20	\$	98,298.20
42" CLASS III RCP STORM	552	LF	\$	120.00	\$	66,240.00
48" CLASS III RCP STORM	100	LF	\$	165.00	\$	16,500.00
48" CLASS III RCP STORM AT SAN.CROSSINGS	305	LF	\$	185.00	\$	56,425.00
FDOT TYPE P-9 CURB INLET	6	EA	\$	3,850.00	\$	23,100.00
TYPE C GRATE INLET	3	EA	\$	2,100.00	\$	6,300.00
VALLEY GUTTER INLET	31	EA	\$	3,700.00	\$	114,700.00
STORM MANHOLE	7	EA	\$	3,200.00	\$	22,400.00
18" RCP MES	1	EA	\$	1,550.00	\$	1,550.00
24" RCP MES	1	EA	\$	1,700.00	\$	1,700.00
42" RCP MES	1	EA	\$	4,100.00	\$	4,100.00
48" RCP MES	1	EA	\$	4,650.00	\$	4,650.00
Total Streets and Drainage System					\$	1,248,502.05

**Schedule: Water Distribution System** 

#### **MARISOL POINTE PHASE 1**

Item	QTY	Unit	U	nit Price	To	tal Amount
12" PVC WATER MAIN (DR 18)	4,616	LF	\$	28.35	\$	130,863.60
6" PVC WATER MAIN (DR 18)	899	LF	\$	12.00	\$	10,788.00
12" GATE VALVE ASSEMBLY	16	EA	\$	2,200.00	\$	35,200.00
6" GATE VALVE ASSEMBLY	2	EA	\$	950.00	\$	1,900.00
12" MJ BEND	2	EA	\$	460.00	\$	920.00
6" MJ BEND	9	EA	\$	175.00	\$	1,575.00
12" MJ TEE	2	EA	\$	595.00	\$	1,190.00
FIRE HYDRANT ASSEMBLY	11	EA	\$	4,150.00	\$	45,650.00
SINGLE SERVICE SHORT	68	EA	\$	325.00	\$	22,100.00
SINGLE SERVICE LONG	75	EA	\$	415.00	\$	31,125.00
WATER SERVICE TO LIFT STATION	1	EA	\$	3,200.00	\$	3,200.00
Total Water Distribution System			\$	284,511.60		

**Schedule: Sewage Collection System** 

#### **MARISOL POINTE PHASE 1**

Item	QTY	Unit	l	Jnit Price	То	tal Amount
SANITARY MANHOLE (6'-8' CUT)	5	EA	\$	3,250.00	\$	16,250.00
SANITARY MANHOLE (8'-10' CUT)	4	EA	\$	3,550.00	\$	14,200.00
SANITARY MANHOLE (10'-12' CUT)	2	EA	\$	3,850.00	\$	7,700.00
SANITARY MANHOLE (12'-14' CUT)	1	EA	\$	4,300.00	\$	4,300.00
SANITARY MANHOLE (14'-16' CUT)	3	EA	\$	5,250.00	\$	15,750.00
SANITARY MANHOLE (16'-18' CUT)	3	EA	\$	6,000.00	\$	18,000.00
SANITARY MANHOLE (18'-20' CUT)	2	EA	\$	6,450.00	\$	12,900.00
SINGLE SERVICE	31	EA	\$	635.00	\$	19,685.00
DOUBLE SERVICE	56	EA	\$	865.00	\$	48,440.00
PUMP STATION (6' DIA) - 26' DEEP	1	EA	\$	385,000.00	\$	385,000.00
12" STEEL CASING	75	LF	\$	60.10	\$	4,507.50
6" PVC FORCEMAIN (DR 18)	4,061	LF	\$	14.40	\$	58,478.40
4" PVC FORCEMAIN (DR 18)	125	LF	\$	9.40	\$	1,175.00
6" PLUG VALVE ASSEMBLY	7	EA	\$	1,050.00	\$	7,350.00
4" PLUG VALVE ASSEMBLY	1	EA	\$	770.00	\$	770.00
6" MJ BEND	10	EA	\$	335.00	\$	3,350.00
4" MJ BEND	2	EA	\$	300.00	\$	600.00
6" MJ TEE	1	EA	\$	445.00	\$	445.00
AIR RELEASE ASSEMBLY	2	EA	\$	5,050.00	\$	10,100.00
Total Sewage Collection System \$ 629,0					629,000.90	

# SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into this	day of	2021 by and between
Park Square Enterprises, LLC, a Delaware limited liabili	ty company	, hereinafter referred to as "Subdivider"
and Hillsborough County, a political subdivision of the S	tate of Floric	la, hereinafter referred to as "County".

#### Witnesseth

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as MARISOL POINTE PHASE 1; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>MARISOL</u> <u>POINTE PHASE 1</u> are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider agrees to install the aforementioned lot corners in the platted area; and

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

- 1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>MARISOL POINTE PHASE 1</u> subdivision within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to Paragraph 3, below, all lot corners as required by Florida Statutes.
- 3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in

Paragraph 2, above, specifically identified as:

a.	Letter of Credit, number, dated,
	with ,
	by order of
	, or
b.	A Performance Bond, dated 9/29/2021 with North Square tenders see Lice as Principal, and Great American
	as Surety, or
d.	Cashier/Certified Check, number

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

- 4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations", an extension of the time period established for installation of lot corners described in Paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a Letter of Credit, Performance Bond, Escrow Agreement, or Cashier/Certified Check as required by the LDC.
- 5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as <u>MARISOL POINTE PHASE 1</u> at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
- 8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

<b>IN WITNESS WHEREOF</b> , the parties hereto h 2021.	ave executed these presents, this <u>30</u> day of <u>Septem, ber</u>
ATTEST:  Witness' Signature  Judoth Combs	SUBDIVIDER: By: Park Square Enterprises, LLC, a Delaware limited liability company  (Sign before a Notary Public)  Braham Agganeal  Printed Name of Signer
Printed Name of Witness  Witness' Signature	
Printed Name of Witness	Title of Signer Manager  5200 Vineland Rd #200  Address of Signer Orlando. FC3-28 V
CORPORATE SEAL (When Appropriate)	Phone Number of Signer
ATTEST:	, **
BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY By:	CLERK OF CIRCUIT COURT, FLORIDA  By:
Chair	Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### **CORPORATE ACKNOWLEDGMENT:**

STATE OF	Florida	
COUNTY OF	Orange	

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10000 (date) by Braham Aggarate (name of officer or agent, Manager title of officer or agent) of Park Springer (name of corporation acknowledging), a Dalaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

Notary

JUDITH K. COMBS
MY COMMISSION # HH 111611
EXPIRES: May 10, 2025
Bonded Thru Notary Public Underwriters

Notary Public

Name typed, printed or stamped

My Commission Expires: 5/10/2005

#### SUBDIVISION PERFORMANCE BOND

Bond No. 3858365

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Park Square Enterprises</u>, <u>LLC</u>, a <u>Delaware limited liability company</u> called the Principal, and <u>Great American 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>Four Thousand Six Hundred Twenty Five and 00/100</u> (4,625.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

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

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

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and

made a part of this Subdivision Performance Bond.

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as <u>MARISOL POINTE PHASE 1</u> subdivision all Permanent Control Points and all Lot Corners, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty four (24) months from the date that the Board of County Commissioners accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL <u>December 9, 2023</u>.

SIGNED, SEALED AND DATED this 29th day	of <u>September</u> , 20 <u>21</u> .
ATTEST:	Park Square Enterprises, LLC
Judith Combs. Withess	BY: PRINCIPAL (SEAL)
	Great American Insurance Company SURETY (SEAL)
ATTEST: Willy Killy	Men Thulses ATTORNEY-IN-FACT (SEAL)
Cassidy Kelly, Surety Witness	William Reidinger

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal

Sufficiency.

### Surety Company Acknowledgment:

State of <u>Illinois</u>
County of <u>DuPage</u>
On this 29th day of September , 2021, before me
personally appeared William Reidinger , to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at <u>Schaumburg, IL</u> , that he/she is the <u>Attorney-in-Fact</u> of
Great American Insurance Company, the corporation
described in and which executed the annexed instrument; that he/she knows the
corporate seal of said corporation that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and that the liabilities
of said corporation do not exceed its assets as ascertained in the manner provided by
law.
Lobecca L. alves
Rebecca R. Alves
Notary Public in and for the above County and State
OFFICIAL SEAL SEBECCA R ALVES
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/29/24  My commission expires 6/29/2024

### **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 1

Bond No. 3858365

### POWER OF ATTORNEY

KNOWALL 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 its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

William Reidinger

20 N Martingale Rd, Suite 100 Schaumburg, IL 60173

\$100,000,000.00

Principal: Park Square Enterprises, LLC

Obligee: Board of County Commissioners of Hillsborough County, Florida

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 29th day of September, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29th day of September 2021 , before me personally appeared MARK VICARIO, 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, 2025

Susan a Kohowst

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 September, 2021.



Assistant Secretary

### **GENERAL SURETY RIDER**

To be attached and form a part of

Bond No.

3858365

For

Subdivision Performance Bond - Marisol Pointe Phase 1; set all PCPS

& Lot Corners

Dated effective

09/29/2021 (MONTH, DAY, YEAR)

**Executed by** 

Park Square Enterprises, LLC, as Principal, (PRINCIPAL)

And by

Great American Insurance Company, as Surety, (SURETY)

And in favor of

Board of County Commissioners of Hillsborough County, Florida

(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	ТО
Term Expiration Date	12/09/2023	01/14/2024

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

09/29/2021

(MONTH, DAY, YEAR)

**Signed and Sealed** 

10/27/2021

(MONTH, DAY, YEAR)

**Park Square Enterprises, LLC** 

PRINCIPAL

BY

TITLE

**Great American Insurance Company** 

**SURETY** 

BY

William Reidinger, ATTORNEY-IN-FACT

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

### 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 1

Bond No. 3858365

### 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 its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

William Reidinger

20 N Martingale Rd, Suite 100 Schaumburg, IL 60173

\$100,000,000.00

Principal: Park Square Enterprises, LLC

Obligee: Board of County Commissioners of Hillsborough County, Florida

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 27th day of October , 2021.

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this

day of October

2021 , before me personally appeared MARK VICARIO, 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, 2025

Susan a Lohoust

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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 27th day of October, 2021.



Assistant Secretary

### **Summary For Performance Bond**

### MARISOL POINTE PHASE 1 FOLIO NUMBERS 52550.0000

Set All PCPs & Lot Corners	\$3,700.00
Total Amount	\$ 3,700.00
Security Amount (125% of Total)	\$ 4,625.00

Toxey A Hall, FL. P.E. No. 37278 U.S. Clearview Land Design Rate of Date Prepared: 09/28/2021

### **Engineers Cost Breakdown**

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

### **MARISOL POINTE PHASE 1**

### **FOLIO NUMBERS 52550.0000**

Item	Quantity	Unit	U	nit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$	3,700.00	\$ 3,700.00
Total PCPs & Lot Corners					\$3,700.00

# SECTIONS 28 & 29, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

### DESCRIPTION:

ALL of Orleans Canal;
ALL of Normandy Canal;
ALL of Normandy Canal;
And that part of Bisconic e Canal Iving South and West of said Block 202;
ALL of the above according to the plat of APOLLO BEACH UNIT SIX, as recorded in Plat Book 37, Page 88, of the Public Records of Hillsborough County, Florida,
Negoria Sections 28 and 29, Township 31 South, Range 19 East,
Hillsborough County, Florida,
Hillsborough County, Florida, ALL of Lots 2.5 through 67 inclusive, Block 39;
ALL of Lots 1, 2 and 3 and a portion of Lot 4, Block 64;
ALL of Lots 1 through 5 inclusive, Block 65;
ALL of Lots 1 through 5 inclusive, Block 65;
ALL of Lots 1 through 5 inclusive, Block 202;
All of the 15-foot wide Lane lying between said Lots 40 and 41, Block 39;
All of the (Public) right-of-way for Royal Palm Boulevard;
A portion of the (Public) right-of-way for Royal Palm Boulevard;
A portion of the (Public) right-of-way for Royal Palm Boulevard;

and being more particularly described as follows:

COMMENCE at the Southeasterly corner of Lot 68, Block 39, according to the plat of said APOLLO BEACH UNIT SIX for a DOINT OF BESTANNING, run hiterac along the Korhen/y boundary of said ducks 39, also being the Southerly to boundary of cold and Sea Octool Course [Back inter), according to said pale of APOLLO BEACH UNIT SIX, the following from Cool and Sea Octool Course [Back inter), according to said pale of APOLLO BEACH UNIT SIX, the following from Cool and Sea Octool Course [Back inter), according to said pale of APOLLO BEACH UNIT SIX, the following from Cool and Sea Octool Se

Containing 45.804 acres, more or less.

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s plat has been approved for socordation	ARD OF COUNTY COMMISSIONERS
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This

Date

### 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 I of the Florida Stables and has been filed for record in Plat Book \_\_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Hillsborough County, Florida.

This day of, 20	Clerk of Circuit Court
TIME	Deputy Clerk

## REVIEWING AGENCY SURVEYOR'S CERTIFICATE

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

Reviewed by: Birdid Professional Surveyor and Mapper, License No. Survey Section, Geospatal & Land Acquisition Services Department, Hillsborough County

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

### URVEYOR'S CERTIFICATION

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

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

AMERRI T. INC.
LAND SURVEYING & MAPPING
Cardifacte of Authoritation / Number 18 7778
2010 W. Assets Stock, Suite 150
Profits (18) 212-2509
Profits (18) 212-2509 Job No.: AMI-PSH-ME-001
File P:\Voole\Pecket 101 Perk Sq\Piel\Mrebey Pec 101

SHEET 1 OF 12 SHEETS

# SECTIONS 28 & 29, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

NOTES:

Morthing and Easting coordinates (indicated in feet) as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1990 ADJUSTHENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only.

Originating Coordinates: Stations "MAX" and "RUSKIN A".

- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on
- All platted utility easements shall provide that such easements shall also be easements for the construction installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television exervices; shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- Drainage Essements shall not contain permanent Improvements, Including, but not limited to, sidewalks, driveways, impervious surfaces patios, dectks, pools, air conditioners, structures, utility sheds, poles, fences, spriblet systems, trees, shrubs, hedges, and andscaping plants other than gass, except for Indiscaping of stormwater detention and retention ponds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
- A portion of the (Public) Right-of-Way for Golf and Sea Boulevard and all of Suwannee Drive, as shown on the plat of Apollo Beach, Unit Sk, as recorded in Plat Book 37, Page 88, of the Public Records of Hillsborough County, Florida, have been Vacated by the lands described as Parcel 1. In Resolution No. R84-OD10, as recorded in Official Records Book 4294, Page 451 of the Public Records of Hillsborough County, Florida, A portion of Golf and Sea Boulevard that was vacated has been replated as Signet Drive, according to the Plat of Golf and Sea Village Unit to ea A Resubdivision Of A Portion of Apollo Beach Unit Six, as recorded in Plat Book 59, Page 47, of the Public Records of Hillsborough County, Florida
- Lands being platted herein are benefited by and subject to the following:
- a)
- a) Notice of Establishment of the Harbor Bay Community Development District, recorded in Official Records Book 9848, Page 1048, of the Hubit Records of Hillsborough County, Florida.

  b) Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 11746, Page 1649; First Amendment of Covenants, Rastrictions and Easements of Hilpaby recorded in Official Records Book 12589, Page 1006; Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 1237, Page 11727; Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1793, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1793, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1793, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1793, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1793, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1793, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1893, Amendment to the Declaration of Covenants, Rastrictions and Easements for Hilpaby recorded in Official Records Book 12037, Page 1893, 5
- 0
- ٥ Temporary, Non-Exclusive Easement Agreement by and between Terrabrook Apollo Beach, LLC, a Delaware limited liability company, in favor of Harbor Bay Community Development District, recorded in Official Records Book 24400, Page 566, of the Public Records of Hillborough County, Florida.

  Mon-Exclusive Easement Agreement by and between Terrabrook Apollo Beach, LLC, a Delaware limited liability company, in favor of Harbor Bay Community Development District, recorded in Official Records Book 24956, Page 350, of the Public Records of Hillsborough County, Florida.
- e
- 9) 5 Restrictive Covenant set forth on Exhibit "9" of that Special Warranty Deed from Terratroxek Apollo Beach, LLC, to Park Square Enterprises, LLC, recorded in Orlificial Records Book 27201, Page 1375, all of the Public Records Hillborrough County, Florida.

  Official Records Book 27201, Page 1375, all of the Public Records of Hillborrough County, Florida.

  Approval and Militigation Agreement recorded Suprembers 6, 2001 in Official Records Book 10357, Page 1274; as revised by that Approval and Militigation Agreement recorded November 15, 2001 in Official Records Book 10357, Page 1274; as revised by that Approval and Militigation Agreement recorded January 10, 2012 in Official Records Book 20596, Page 1101, all of Partial Release of Approval and Militigation Agreement recorded January 10, 2012 in Official Records Book 20596, Page 1101, all of the Public Records of Hillborough County, Florida County, Fl

## TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-1"	OPEN SPACE; UTILITY EASEMENT; (CDD) SEAWALL MAINTENANCE AND DRAINAGE EASEMENT	0.354 Ac.±
TRACT "B-2"	OPEN SPACE; UTILITY EASEMENT	0.196 Ac.±
TRACT "B-3"	OPEN SPACE; UTILITY EASEMENT; (CDD) SEAWALL MAINTENANCE AND DRAINAGE EASEMENT	0.084 Ac.±
TRACT "C"	WETLAND PRESERVATION AREA; COMMON AREA; (PUBLIC) DRAINAGE EASEMENT; (PRIVATE) ELECTRIC POWER EASEMENT	6.752 Ac.±
TRACT "D-1"	DRAINAGE AND ACCESS AREA; UTILITY EASEMENT; (CDD) SEAWALL MAINTENANCE AND DRAINAGE EASEMENT	0.069 Ac.±
TRACT "D-2"	DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT	1.242 Ac.±
TRACT "D-3"	DRAINAGE AND ACCESS AREA; UTILITY EASEMENT; (CDD) SEAWALL MAINTENANCE AND DRAINAGE EASEMENT	0.046 Ac.±
TRACT "D-4"	DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT	0.877 Ac.±
TRACT "F"	OPEN SPACE; (PUBLIC) ACCESS EASEMENT; UTILITY EASEMENT	0.581 Ac.±
TRACT "Z"	(PUBLIC) LIFT STATION SITE; UTILITY EASEMENT	0.157 Ac.±

DEDICATION: The undersigned, Park Square Enterprises, LLC, a Delaware limited liability company, ("Owner"), as the fee simple owner of the lands platted herein does hereby dedicate this plat of MARISOL POINTE, for record.

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

TRACT "Z" is hereby dedicated to County for the benefit of the public as a Lift Station site

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

Owner further does hereby dedicate the (Public) Drainage Easements as shown hereon, to County for the benefit of the public, for access and drainage purposes, and for other purposes incidental thereto.

Owner further does hereby dedicate the (Public) Access Easement, as shown hereon, to County for the benefit of the public for access and other purposes incidental thereto.

(CDD) Seawall Maintenance and Drainage Easements and (CDD) Drainage Easements, as shown hereon, are hereby reserved by Cowner for conveyance by separate instrument to the Harbor Bay Community Development District (the "CDD"), or other custodial and maintenance entity, subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and will be privately maintained.

Owner does hereby state and declare the following:

Fee Interest in TRACTS "P11", "P22", "P33", "C", "D-1", "D-2", "D-2", and "D-4", as shown hereon, are hereby reserved by Owner for conveyance by separate instrument to the Homeowners' Association, Community Development District or other custodial and maintenance entity, subsequent to the recording of this plat, for the benefit of the its owners within the

Fee Interest in TRACT "F" Is hereby reserved by Owner and will be maintained by Owner.

TRACTS "B-1", "B-2", "B-3", "C", "D-1", "D-2", "D-3", "D-4" and "F", Including all Areas within such Tracts, and private easements are subject to any and all easements dedicated to public use as shown on this Plat.

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

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company - OWNER

Suresh Gupta, as Manager Witness,

Printed Name

County of

ACKNOWLEDGEMENT: State of

Printed Name

Witness,

Notary Public, State of at Large

(Printed Name of Notary)

My Commission expires:

Commission Number:

PARALLEL OFFSET DIMENSIONS NOTE:

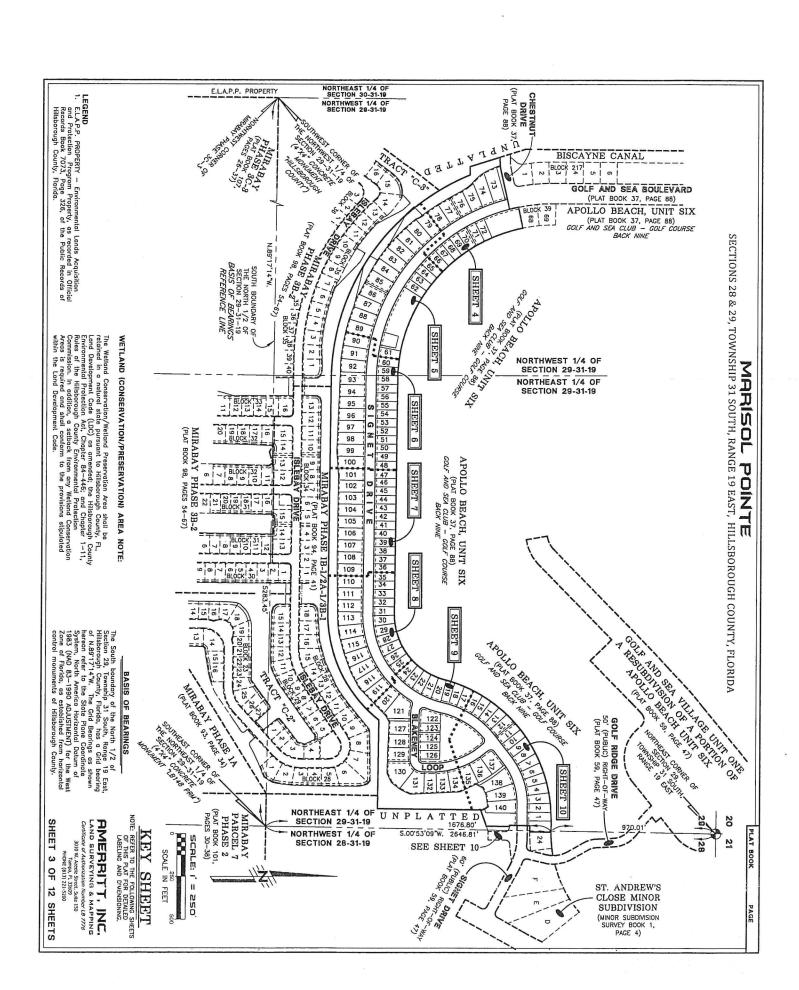
# EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PRABLEL NATURE AS SHOWN HERGON AND INDICATED TO THE NEAREST FOOT (IE: S' UTILITY FASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE.

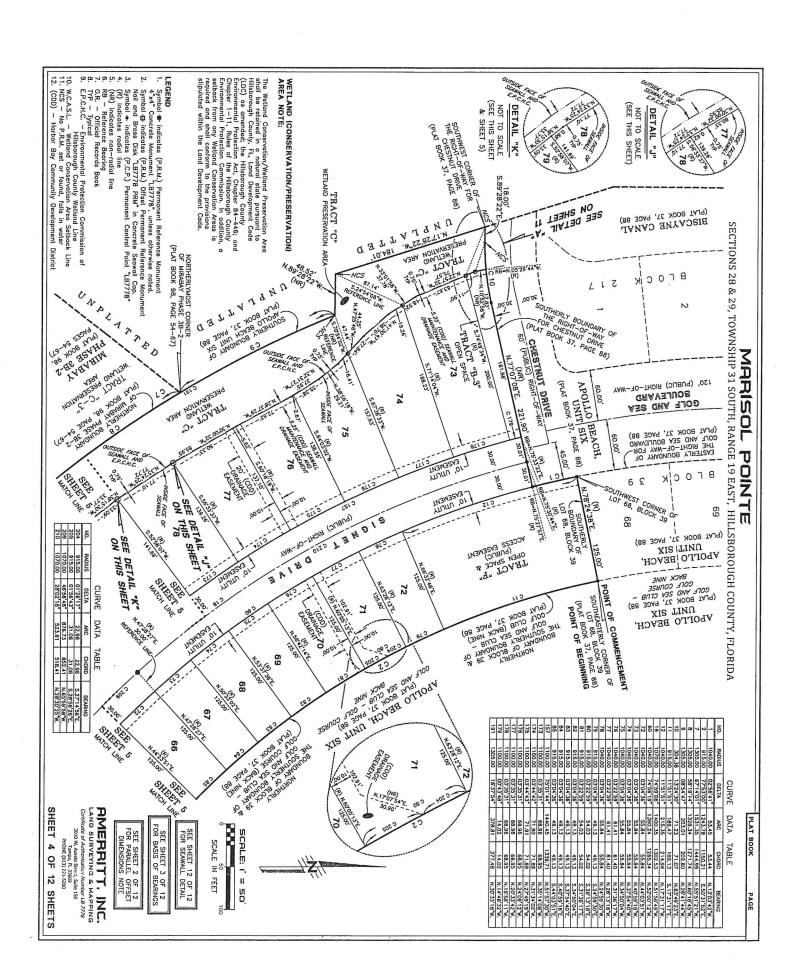
(IE: S' = 5.00), IUTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

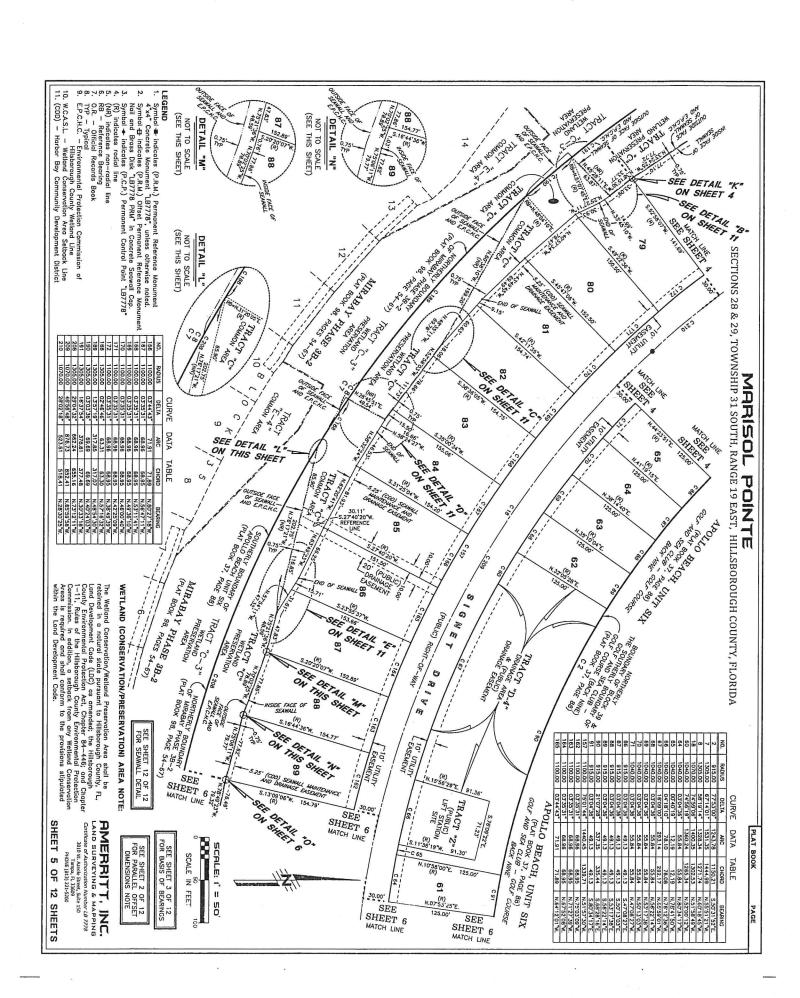
AMERRITY, INC.

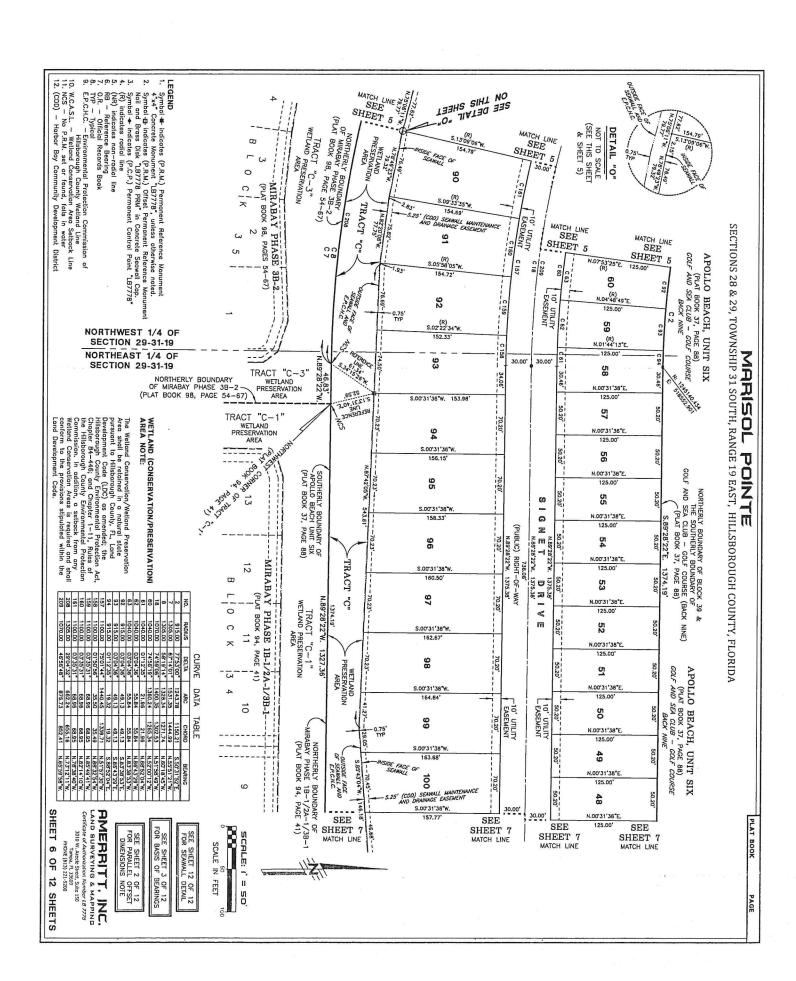
Certificate of Authorization Number LB 7778
3010 M. Azeele Street, Suite 150
Tanpa, FL 33609
PHONE (813) 221-5200

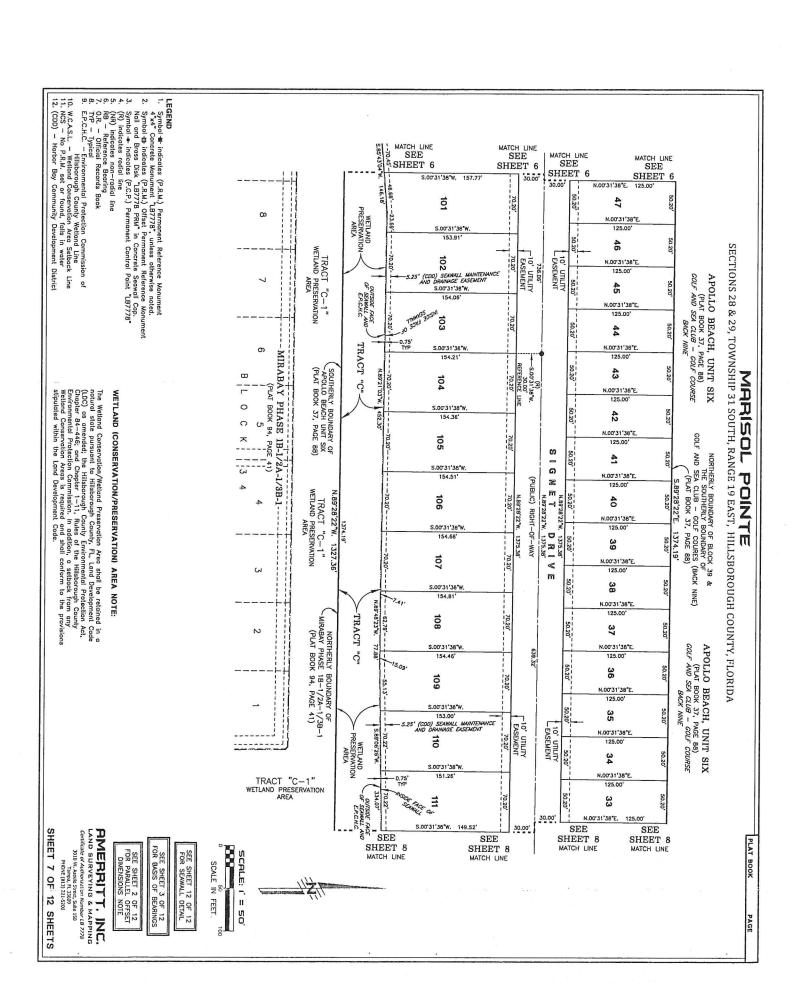
SHEET 2 OF 12 SHEETS

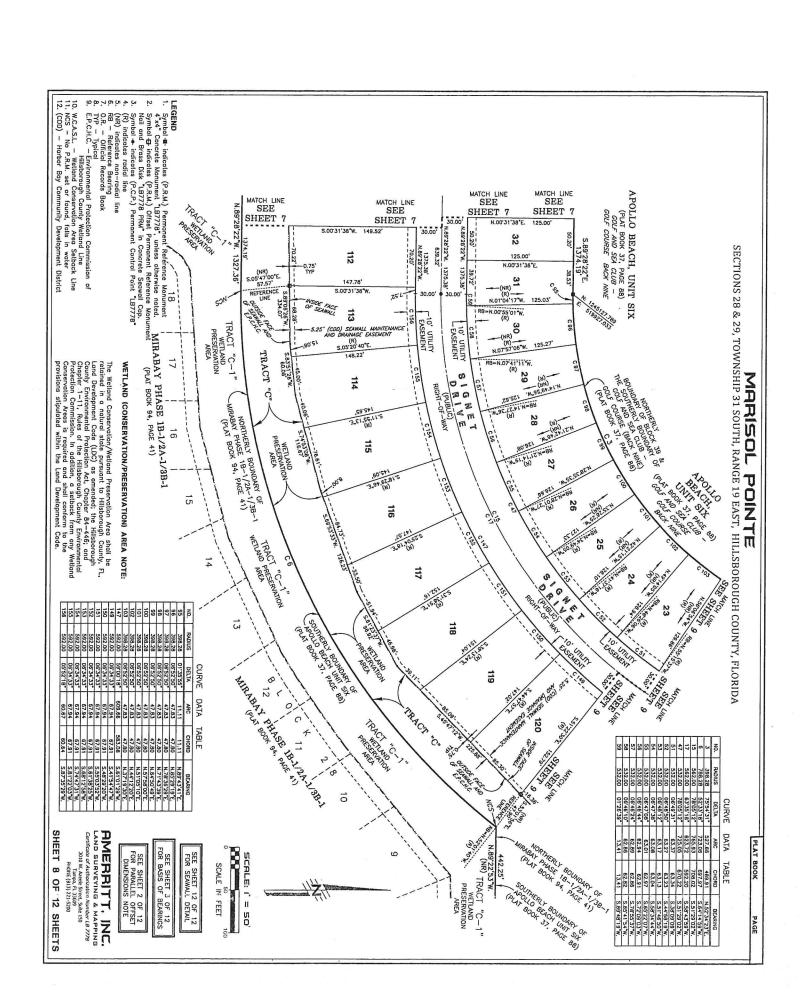


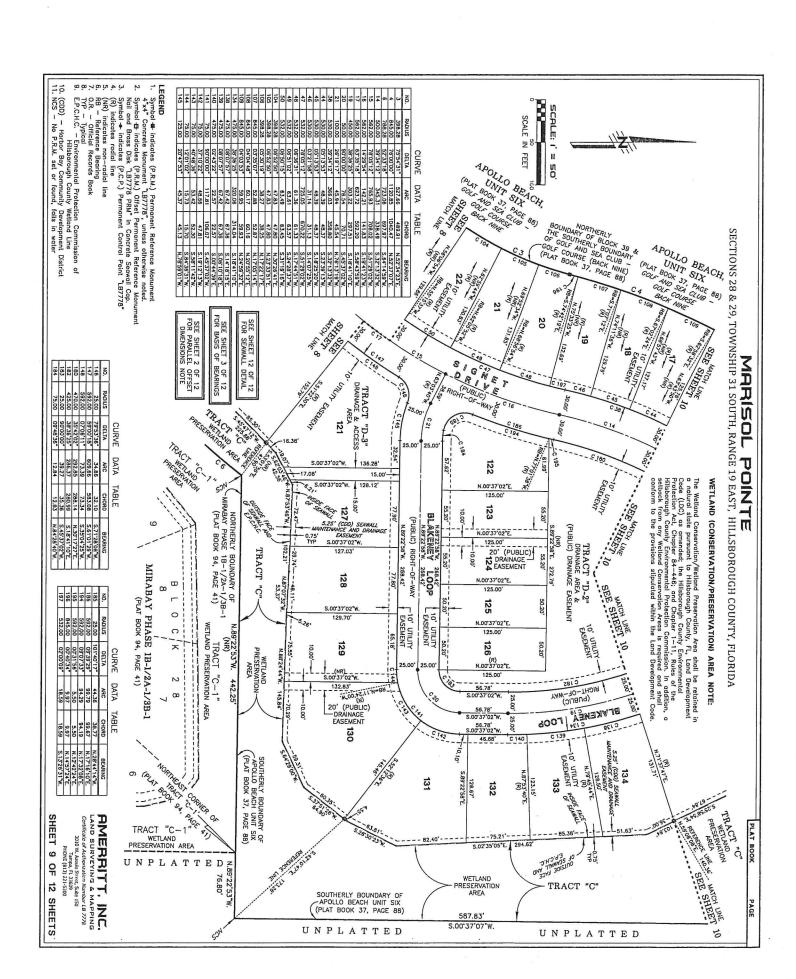


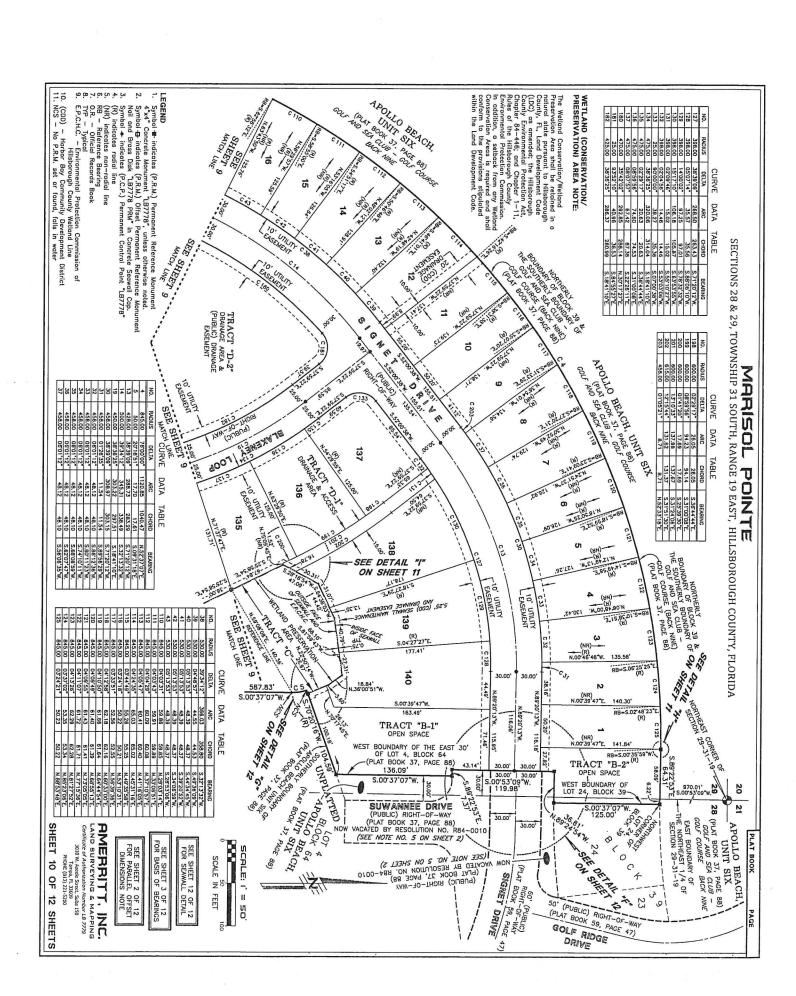


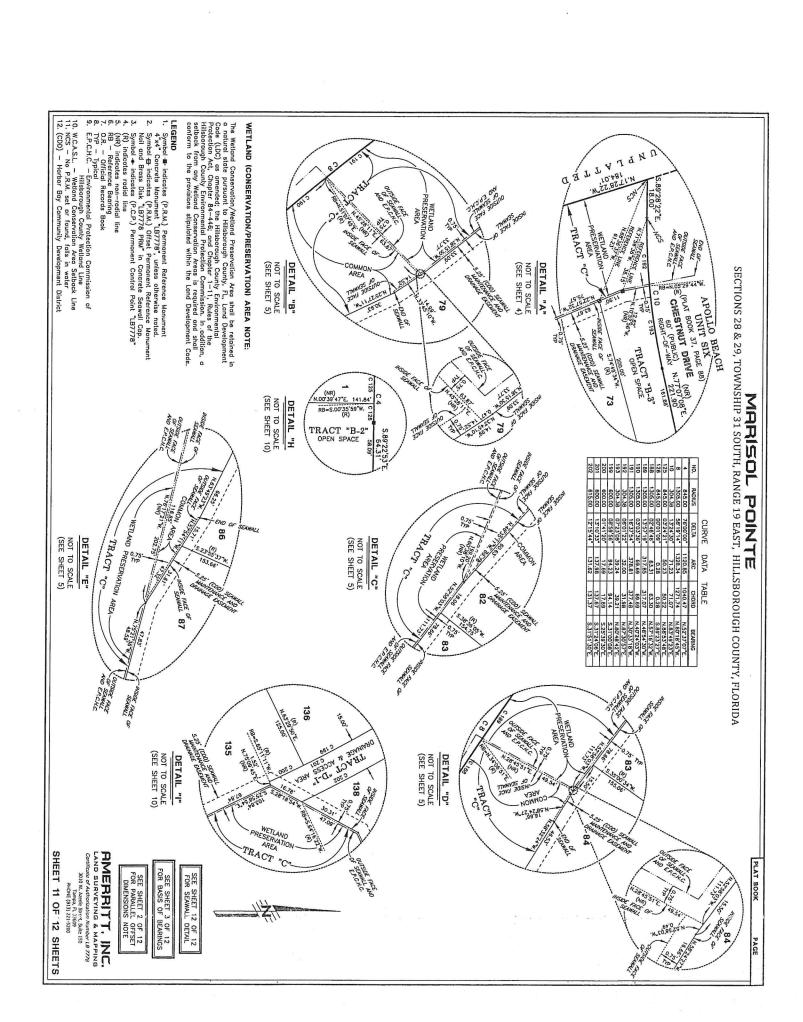


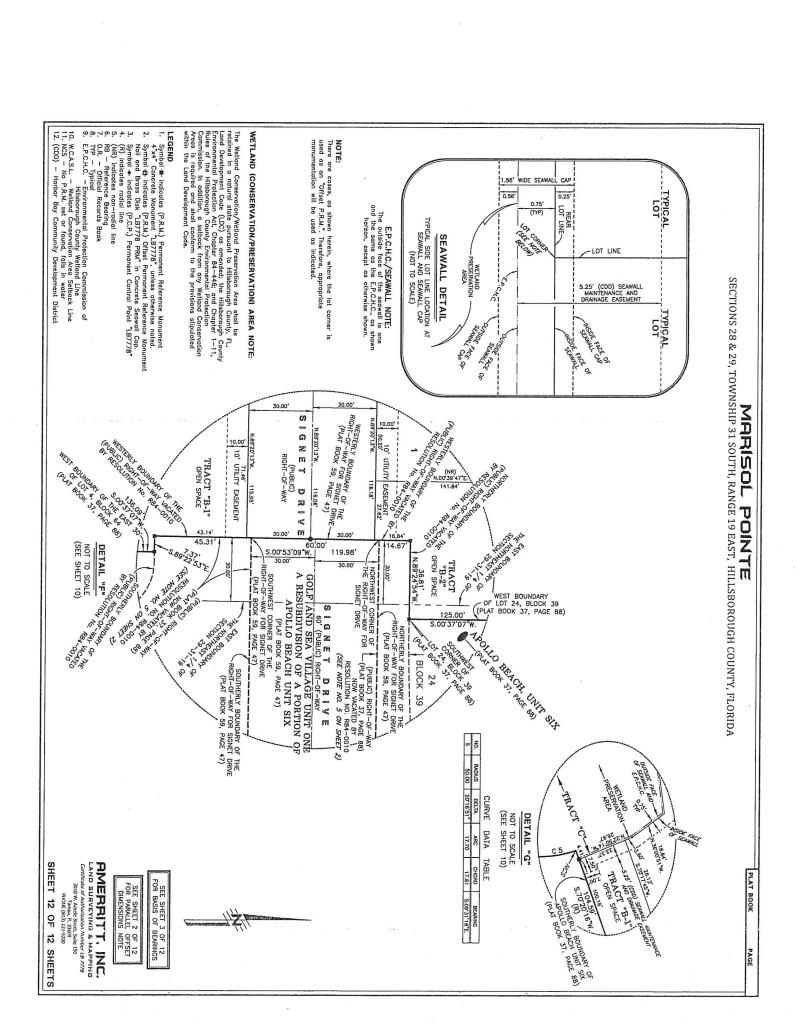














### **Certificate of School Concurrency**

### **Project Information**

Project Name	MiraBay Parcel 101
Jurisdiction	Hillsborough
HCPS Project Number	578
Date/Time application deemed complete	September 13, 2018
Jurisdiction Project Number	4487
Parcel ID Number	52550.0000
Project Location	North of Islabay Drive
Dwelling Units & Type	140 Single Family Detached
Applicant	Park Square Enterprises

School Concurrency Analysis					
School Type	Elementary	Middle	High	Total Capacity Reserved	
Students Generated	27	17	19	63	
Notes:				Temporarion and a	

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Lorraine Duffy Suarez, AICP

General Manager

Growth Management & Planning

October 9, 2018

Date Issued