

SUBJECT: Stogi Ranch Phase 2 **PI#5698**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Stogi Ranch Phase 2, located in Section 05, Township 30, 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 \$1,437,749.38, a Warranty Bond in the amount of \$92,132.50 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$9,000.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved based on a Developer Agreement and a payment of \$303,088.00 was made on October 19, 2022.

BACKGROUND:

On January 31, 2023, Permission to Construct Prior to Platting was issued for Stogi Ranch Phase 2, after construction plan review was completed on January 12, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is HBWB Development Services, LLC and the engineer is Clearview Land Design.

**SUBDIVIDER’S AGREEMENT FOR CONSTRUCTION AND
WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this ____ day of _____, 20____, by and between HBWB Development Services, 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 Stogi Ranch Phase 2, hereafter referred to as 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 such improvements will be installed; and

WHEREAS, the improvements required by the LDC in 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 Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Roads/Streets | <input checked="" type="checkbox"/> Water Mains/Services | <input checked="" type="checkbox"/> Stormwater Drainage Systems |
| <input checked="" type="checkbox"/> Sanitary Gravity Sewer Systems | <input type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges |
| <input type="checkbox"/> Reclaimed Water Mains/Services | <input type="checkbox"/> Sidewalks | |
| <input type="checkbox"/> Other: _____ | | |

hereafter referred to as the “County Improvements”; and

WHEREAS, the County required 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 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 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 in 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, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County Improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____ and number _____ dated _____, with _____ by order of _____
 - b. A Performance Bond, number 5073434 dated, 10/10/23 _____ with Great American Insurance Company as Principal, and HBWB Development Services, LLC as Surety, or
A Warranty Bond, number 5073433 dated, 10/10/23 _____ with Great American Insurance Company as Principal, and HBWB Development Services, LLC 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 the 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 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 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 County Improvement facilities 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 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 years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of the 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:

Leandra Alicea
Witness Signature

By Elizabeth Bradburn
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Leandra Alicea
Printed Name of Witness

Elizabeth Bradburn
Name (typed, printed or stamped)

Sydney Burken
Witness Signature

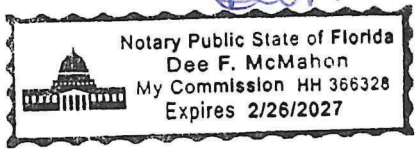
CFO
Title

Sydney Burken
Printed Name of Witness

4065 Crescent Park Drive, Riverview, FL 33578
Address of Signer

813-999-1568
Phone Number of Signer

NOTARY PUBLIC Dee F. McMahon
Dee F. McMahon



CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY _____
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
18th day of October, 2023, by Elizabeth A. Bradburn as
(day) (month) (year) (name of person acknowledging)
CEO for HBWB Development Services LLC
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

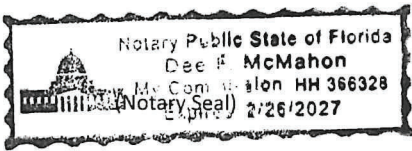
[Signature]

(Signature of Notary Public - State of Florida)

Type of Identification Produced

Dee F. McMahon

(Print, Type, or Stamp Commissioned Name of Notary Public)



HH 366328

(Commission Number)

2-26-2027

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
_____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we HBWB Development Services, 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

One Million Four Hundred Thirty Seven Thousand Seven Hundred Forty Nine and 38/100 (\$1,437,749.38) 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 Chapters 125, 163 and 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, these subdivision regulations require the construction of improvements in connection with the platting of the Stogi Ranch Phase 2 subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

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

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

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

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 Stogi Ranch Phase 2 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL February 9, 2025.

SIGNED, SEALED AND DATED this 10th day of October, 2023.

ATTEST:

HBWB Development Services, LLC

Leandra Alicea

By [Signature]
Principal Seal

Great American Insurance Company

Surety Seal

ATTEST:

Helena Beam

By [Signature]
Attorney-in-Fact Seal

Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
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 **FOUR**

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		

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 **18TH** day of **JUNE**, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **18TH** day of **JUNE**, 2019, 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 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 **10th** day of **October**, 2023



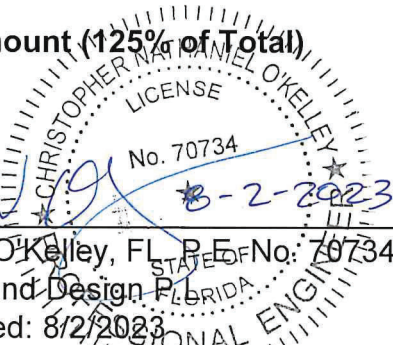
Steph C. B.

Assistant Secretary

Summary For Performance Bond

Stogi Ranch Phase 2 FOLIO NUMBER 088486.0000

Streets and Drainage Facilities	\$ 771,140.00
Water Distribution System	\$ 186,580.00
Sewage Collection System	\$ <u>192,479.50</u>
Total Amount	\$ 1,150,199.50
Security Amount (125% of Total)	\$ 1,437,749.38


Christopher O'Kelley
Christopher O'Kelley, FL P.E. No: 70734
Clearview Land Design P.L.L.C.
Date Prepared: 8/2/2023

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

Item	Quantity	Unit	Unit Price	Total Amount
General Requirements	1	LS	\$ 10,000.00	\$ 10,000.00
Temporary Construction Entrance	1	EA	\$ 5,500.00	\$ 5,500.00
Silt Fence	3,950	LF	\$ 1.50	\$ 5,925.00
Site Preparation	1	LS	\$ 3,750.00	\$ 3,750.00
Pond Excavation & Grading (Incl. in Phase 1)	0	LS	\$ -	\$ -
Sod - Behind Curb	925	SY	\$ 2.95	\$ 2,728.75
Seed and Mulch	20,225	SY	\$ 0.28	\$ 5,663.00
Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
Final Grading	1	LS	\$ 17,500.00	\$ 17,500.00
Connect to Existing Asphalt Pavement	2	EA	\$ 1,100.00	\$ 2,200.00
1-1/2" Type SP-12.5 Surface Course	4,925	SY	\$ 13.75	\$ 67,718.75
6" Crushed Concrete Base Course (LBR 150)	4,925	SY	\$ 16.25	\$ 80,031.25
12" Stabilized Subgrade (LBR 40 Min.)	6,325	SY	\$ 8.00	\$ 50,600.00
Type A Curb (Miami)	3,390	LF	\$ 20.00	\$ 67,800.00
Type F Curb	765	LF	\$ 28.50	\$ 21,802.50
4" Sidewalk	3,360	LF	\$ 6.75	\$ 22,680.00
ADA Ramps	4	EA	\$ 1,100.00	\$ 4,400.00
Signage and Pavement Marking	1	LS	\$ 5,944.50	\$ 5,944.50
12" HDPE	1,400	LF	\$ 31.50	\$ 44,100.00
18" RCP	610	LF	\$ 68.75	\$ 41,937.50
24" RCP	585	LF	\$ 91.75	\$ 53,673.75
30" RCP	175	LF	\$ 133.00	\$ 23,275.00
36" RCP	280	LF	\$ 170.75	\$ 47,810.00
Type 1 Curb Inlet	12	EA	\$ 7,650.00	\$ 91,800.00
Manhole	4	EA	\$ 4,650.00	\$ 18,600.00
Manhole w J Bottom	1	EA	\$ 4,850.00	\$ 4,850.00
Yard Drain	15	EA	\$ 1,250.00	\$ 18,750.00
TV Testing	1,650	LF	\$ 9.00	\$ 14,850.00
Connect to Existing Storm	3	EA	\$ 3,750.00	\$ 11,250.00
Total Streets and Drainage System				\$ 771,140.00

Engineers Cost Breakdown

Schedule: Water Distribution System

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

Item	Quantity	Unit	Unit Price	Total Amount
Connect to Existing 8" Water Main	2	EA	\$ 2,000.00	\$ 4,000.00
Temporary Connection Water Service Assembly	1	EA	\$ 14,000.00	\$ 14,000.00
Chlorine Injection Point	3	EA	\$ 525.00	\$ 1,575.00
8" PVC Water Main	1,780	LF	\$ 48.00	\$ 85,440.00
6" PVC Water Main	120	LF	\$ 32.50	\$ 3,900.00
Pressure Test and Chlorination	1	LS	\$ 4,275.00	\$ 4,275.00
Blowoff Assembly	1	EA	\$ 715.00	\$ 715.00
8" Gate Valve and Box	4	EA	\$ 2,200.00	\$ 8,800.00
6" Gate Valve and Box	2	EA	\$ 1,800.00	\$ 3,600.00
8" x 8" Tee	1	EA	\$ 845.00	\$ 845.00
8" 22-1/2° Bend	12	EA	\$ 500.00	\$ 6,000.00
8"x6" Reducer	1	EA	\$ 440.00	\$ 440.00
Fire Hydrant Assembly (8" Main)	3	EA	\$ 6,650.00	\$ 19,950.00
Single Service - Short	33	EA	\$ 505.00	\$ 16,665.00
Single Service - Long	25	EA	\$ 655.00	\$ 16,375.00
Total Water Distribution System				\$ 186,580.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC (0-6 FT)	230	LF	\$ 37.00	\$ 8,510.00
8" PVC (6-8 FT)	255	LF	\$ 38.00	\$ 9,690.00
8" PVC (8-10 FT)	480	LF	\$ 40.50	\$ 19,440.00
8" PVC (10-12 FT)	385	LF	\$ 44.00	\$ 16,940.00
Dewatering or Stone Bedding (<18 Ft)	1,350	LF	\$ 15.75	\$ 21,262.50
4' Sanitary Manhole (0-6 FT)	3	EA	\$ 5,450.00	\$ 16,350.00
4' Sanitary Manhole (8-8 FT)	1	EA	\$ 5,700.00	\$ 5,700.00
4' Sanitary Manhole (8-10 FT)	2	EA	\$ 6,500.00	\$ 13,000.00
4' Sanitary Manhole (10-12 FT)	1	EA	\$ 6,400.00	\$ 6,400.00
Single Service	7	EA	\$ 1,350.00	\$ 9,450.00
Double Service	22	EA	\$ 1,800.00	\$ 39,600.00
Televise Sanitary Sewer	1	LS	\$ 11,137.00	\$ 11,137.00
Connect to Existing Manhole	2	EA	\$ 7,500.00	\$ 15,000.00
Total Sewage Collection System				\$ 192,479.50

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 February 9, 2027

SIGNED, SEALED AND DATED this 10th day of October, 2023

ATTEST:

Leandra Alicea
Principal Signature

HBWB Development Services, LLC

[Signature]
(Seal)

Great American Insurance Company

(Seal)

Surety Signature

ATTEST:

Helena Beann
Attorney-in-fact Signature

[Signature]
(Seal)

Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY
BY [Signature]
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 **FOUR**

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		

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 **18TH** day of **JUNE**, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **18TH** day of **JUNE**, 2019

, 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 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 **10th** day of **October**, 2023



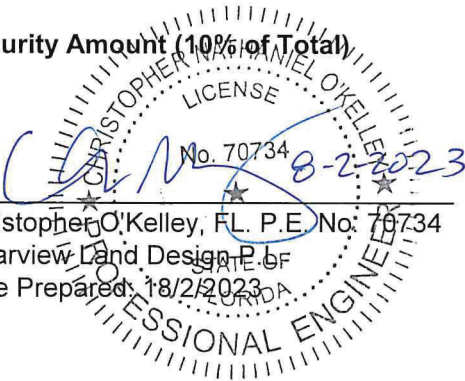
My L C B

Assistant Secretary

Summary For Warranty Bond

Stogi Ranch Phase 2 FOLIO NUMBER 088486.0000

Streets and Drainage Facilities	\$	613,515.00
Water Distribution System	\$	162,730.00
Sewage Collection System	\$	<u>145,080.00</u>
Total Amount	\$	921,325.00
Security Amount (10% of Total)	\$	92,132.50



Christopher O'Kelley, FL. P.E. No. 70734
Clearview Land Design, P.E.
Date Prepared: 18/2/2023

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

Item	Quantity	Unit	Unit Price	Total Amount
Sod - Behind Curb	925	SY	\$ 2.95	\$ 2,728.75
Seed and Mulch	20,225	SY	\$ 0.28	\$ 5,663.00
Connect to Existing Asphalt Pavement	2	EA	\$ 1,100.00	\$ 2,200.00
1-1/2" Type SP-12.5 Surface Course	4,925	SY	\$ 13.75	\$ 67,718.75
6" Crushed Concrete Base Course (LBR 150)	4,925	SY	\$ 16.25	\$ 80,031.25
12" Stabilized Subgrade (LBR 40 Min.)	6,325	SY	\$ 8.00	\$ 50,600.00
Type A Curb (Miami)	3,390	LF	\$ 20.00	\$ 67,800.00
Type F Curb	765	LF	\$ 28.50	\$ 21,802.50
4" Sidewalk	3,360	LF	\$ 6.75	\$ 22,680.00
ADA Ramps	4	EA	\$ 1,100.00	\$ 4,400.00
Signage and Pavement Marking	1	LS	\$ 5,944.50	\$ 5,944.50
18" RCP	610	LF	\$ 68.75	\$ 41,937.50
24" RCP	585	LF	\$ 91.75	\$ 53,673.75
30" RCP	175	LF	\$ 133.00	\$ 23,275.00
36" RCP	280	LF	\$ 170.75	\$ 47,810.00
Type 1 Curb Inlet	12	EA	\$ 7,650.00	\$ 91,800.00
Manhole	4	EA	\$ 4,650.00	\$ 18,600.00
Manhole w J Bottom	1	EA	\$ 4,850.00	\$ 4,850.00
Total Streets and Drainage System				\$ 613,515.00

Engineers Cost Breakdown

Schedule: Water Distribution System

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC Water Main	1,780	LF	\$ 48.00	\$ 85,440.00
6" PVC Water Main	120	LF	\$ 32.50	\$ 3,900.00
Blowoff Assembly	1	EA	\$ 715.00	\$ 715.00
8" Gate Valve and Box	4	EA	\$ 2,200.00	\$ 8,800.00
6" Gate Valve and Box	2	EA	\$ 1,800.00	\$ 3,600.00
8" x 8" Tee	1	EA	\$ 845.00	\$ 845.00
8" 22-1/2° Bend	12	EA	\$ 500.00	\$ 6,000.00
8"x6" Reducer	1	EA	\$ 440.00	\$ 440.00
Fire Hydrant Assembly (8" Main)	3	EA	\$ 6,650.00	\$ 19,950.00
Single Service - Short	33	EA	\$ 505.00	\$ 16,665.00
Single Service - Long	25	EA	\$ 655.00	\$ 16,375.00
Total Water Distribution System				\$ 162,730.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC (0-6 FT)	230	LF	\$ 37.00	\$ 8,510.00
8" PVC (6-8 FT)	255	LF	\$ 38.00	\$ 9,690.00
8" PVC (8-10 FT)	480	LF	\$ 40.50	\$ 19,440.00
8" PVC (10-12 FT)	385	LF	\$ 44.00	\$ 16,940.00
4' Sanitary Manhole (0-6 FT)	3	EA	\$ 5,450.00	\$ 16,350.00
4' Sanitary Manhole (8-8 FT)	1	EA	\$ 5,700.00	\$ 5,700.00
4' Sanitary Manhole (8-10 FT)	2	EA	\$ 6,500.00	\$ 13,000.00
4' Sanitary Manhole (10-12 FT)	1	EA	\$ 6,400.00	\$ 6,400.00
Single Service	7	EA	\$ 1,350.00	\$ 9,450.00
Double Service	22	EA	\$ 1,800.00	\$ 39,600.00
Total Sewage Collection System				\$ 145,080.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this 10th day of October, 2023, by and between HBWB Development Services, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

no
de'

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 Stogi Ranch Phase 2 (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 5073432 dated, 10/10/23 with Great American Insurance Company as Principal, and HBWB Development Services, LLC 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:

Leandra Alicea
Witness Signature

By Elizabeth Bradburn
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Leandra Alicea
Printed Name of Witness

Elizabeth Bradburn
Name (typed, printed or stamped)

Sydney Burken
Witness Signature

CFO
Title

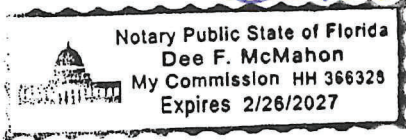
Sydney Burken
Printed Name of Witness

4065 Crescent Park Drive, Riverview, FL 33578
Address of Signer

813-999-1568
Phone Number of Signer

NOTARY PUBLIC

Dee F. McMahon
Dee F. McMahon



CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
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.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

15th day of October, 2023, by Elizabeth A. Bradburn as

(day)

(month)

(year)

(name of person acknowledging)

as

CFO
(type of authority, ...e.g. officer, trustee, attorney in fact)

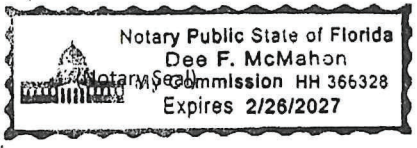
for HBWB Development Services, LLC
(name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

[Signature]
(Signature of Notary Public - State of Florida)

Type of Identification Produced

Dee F. McMahon
(Print, Type, or Stamp Commissioned Name of Notary Public)



HH 3166328
(Commission Number)

2-26-2027
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

____ day of _____, _____, by _____

(day)

(month)

(year)

(name of person acknowledging)

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

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 Stogi Ranch Phase 2 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twenty Four months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL February 9, 2026.

SIGNED, SEALED AND DATED this 10th day of October, 2023.

ATTEST:

Leandra Alina

HBWB Development Services, LLC

BY:

[Signature]
PRINCIPAL (SEAL)

Great American Insurance Company

SURETY (SEAL)

ATTEST:

Helena Beam

[Signature]

ATTORNEY-IN-FACT (SEAL)
Mary Martha Langley, Attorney-in-Fact and
Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
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 **FOUR**

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		

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 **18TH** day of **JUNE**, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **18TH** day of **JUNE**

, 2019, 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 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 **10th** day of **October**, 2023



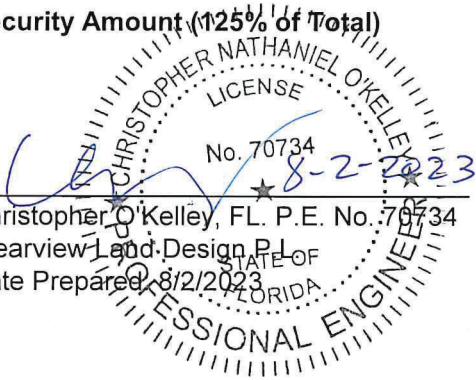
My L C B

Assistant Secretary

Summary For Performance Bond

Stogi Ranch Phase 2
FOLIO NUMBER 088486.0000

Set All PCPs & Lot Corners	\$	7,200.00
Total Amount	\$	<u>7,200.00</u>
Security Amount (125% of Total)	\$	9,000.00


Christopher O'Kelley, FL. P.E. No. 70734
Clearview Land Design, P.L.L.C.
Date Prepared: 8/2/2023

Engineers Cost Breakdown

Schedule: Permanent Control Points (PCPs) & Lot Corners

Stogi Ranch Phase 2

FOLIO NUMBER 088486.0000

FOLIO NUMBER 88487.0000	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 7,200.00	\$ 7,200.00
Total PCPs & Lot Corners				\$7,200.00

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA
STOGI RANCH PHASE 2

DESCRIPTION: A parcel of land lying in the West 1/4 of Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 5, run thence along the West boundary of the Northwest 1/4 of said Section 5, S. 01°52'18"W., 271.00 feet to the intersection of the West boundary of said Section 5 and the boundary of the maintained right-of-way for BOYETTE ROAD, as recorded in Plat Book 3, Pages 281, 282, of the Public Records of Hillsborough County, Florida; thence along said southerly boundary of the maintained right-of-way for BOYETTE ROAD, the following four (4) courses: 1) S. 89°56'22"E., 989.48 feet; 2) S. 00°01'09"W., 16.83 feet; 3) S. 89°08'42"E., 118.77 feet; 4) S. 69°14'11"E., 89.46 feet to a point on the Western boundary of the maintained right-of-way for BOYETTE ROAD (formerly known as BALM-BOYETTE ROAD), according to the Maintained Right of Way Map for BALM BOYETTE ROAD, as recorded in Maintained Right of Way Book 3, Pages 229 through 235 inclusive, of the Public Records of Hillsborough County, Florida; thence along said Western boundary of the maintained right-of-way for BOYETTE ROAD (formerly known as BALM-BOYETTE ROAD), the following six (6) courses: 1) S. 51°43'32"E., 80.07 feet; 2) S. 05°49'55"W., 16.53 feet; 3) S. 24°47'41"E., 66.14 feet; 4) S. 04°52'49"E., 53.49 feet; 5) S. 05°05'17"W., 37.29 feet; 6) S. 01°08'13"W., 158.82 feet to the Northeast corner of said STOGI RANCH PHASE 1, according to the plat thereof, as recorded in Plat Book 145, Pages 33 through 43 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Northern boundary of said STOGI RANCH PHASE 1, the following eleven (11) courses: 1) N. 89°56'22"W., 110.00 feet; 2) S. 00°01'09"W., 110.00 feet; 3) N. 89°56'22"W., 378.12 feet; 4) N. 00°03'38"E., 110.00 feet; 5) N. 89°56'22"W., 102.00 feet; 6) S. 00°01'09"W., 110.00 feet; 7) N. 89°56'22"W., 200.00 feet; 8) S. 00°03'38"W., 135.00 feet; 9) N. 89°56'22"W., 9.00 feet; 10) S. 00°03'38"W., 165.00 feet; 11) N. 89°56'22"W., 390.07 feet to the Northwest corner of said STOGI RANCH PHASE 1, also being a point on the aforesaid West boundary of the Northwest 1/4 of Section 5; thence along said West boundary of the Northwest 1/4 of Section 5, N. 01°32'18"E., 680.23 feet to the **POINT OF BEGINNING**.

Containing 13.548 acres, more or less.

NOTES:

1. Northing and Easting coordinates (indicated in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only, as established from a RTK GPS Network and verified by horizontal control monument. Control point used for originating coordinates: National Geodetic Survey (NGS) Control Station "DIXON". The coordinates are intended for informational purposes only.
2. 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 development.
3. Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping 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.
4. All planned utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
5. Lands being platted herein are benefited by and subject to the following:
 - a. Notice of Establishment of the Hawthorne Community Development District recorded in Official Records Book 26616, Page 451; Notice of Establishment of the Hawthorne Community Development District recorded in Official Records Instrument No. 2021292814 and Corrected Amended Notice of Establishment of the Hawthorne Community Development District recorded in Official Records Instrument No. 2021404453; Second Amended Notice of Establishment of the Hawthorne Community Development District recorded in Official Records Instrument No. 2022129325; Public Records of Hillsborough County, Florida.
 - b. Environmental Protection Commission of Hillsborough County Wetland Impact Approval and Mitigation Agreement recorded in Instrument No. 2022080248, of the Public Records of Hillsborough County, Florida.
 - c. Easement in favor of Tampa Electric Company, a Florida corporation, recorded July 27, 2012 in Official Records Book 21269, Page 184, of the Public Records of Hillsborough County, Florida. (*Blanket Easement*)

BOARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Date _____ Chairman _____

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 Statutes and has been filed for record in Plat Book _____, Page _____, of the Public Records of Hillsborough County, Florida.

BY: Clerk of Circuit Court _____ Deputy Clerk _____
This _____ day of _____, 20 _____ TIME _____

CLERK FILE NUMBER _____

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: _____
Florida Professional Surveyor and Mapper, License No. _____
Survey Section, Geospatial & Land Acquisition Services Department, Hillsborough County

SURVEYOR'S CERTIFICATION

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivided; that this plat was prepared under my direction and supervision and complies with all the surveying standards of Chapter 177, Part I, Florida Statutes, and the Hillsborough County Land Development Code; and that the "P.C.P.'s" (Permanent Control Points) as shown hereon, and all other monuments, 2023, as shown hereon, and points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

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

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

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azalea Street, Suite 150
Tampa, FL 33609

File No. PL2023-009
File Name: PL2023-009-Plat-01

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-1"	(CDD) OPEN SPACE; (CDD) DRAINAGE, LANDSCAPE AND SIGNAGE AREA; (PUBLIC) DRAINAGE AND ACCESS EASEMENT; UTILITY EASEMENT	0.102 Ac.±
TRACT "B-2"	(CDD) OPEN SPACE; (CDD) LANDSCAPE AND SIGNAGE AREA; UTILITY EASEMENT; PERMANENT EASEMENT AGREEMENT	0.979 Ac.±
TRACT "B-3"	(CDD) OPEN SPACE; (CDD) DRAINAGE, LANDSCAPE AND SIGNAGE AREA; (PUBLIC) DRAINAGE AND ACCESS EASEMENT; UTILITY EASEMENT; PERMANENT EASEMENT AGREEMENT	2.403 Ac.±
TRACT "B-4"	(CDD) OPEN SPACE; (CDD) DRAINAGE, LANDSCAPE AND SIGNAGE AREA; (PUBLIC) DRAINAGE AND ACCESS EASEMENT; UTILITY EASEMENT	0.123 Ac.±

DEDICATION: The undersigned, Jen Florida 32, LLC, a Florida limited liability company, ("Owner") of the lands platted herein does hereby dedicate this Plat of STOGI RANCH PHASE 2, for record. Owner does hereby state and declare the following:

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

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

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

Owner does hereby state and declare the following:

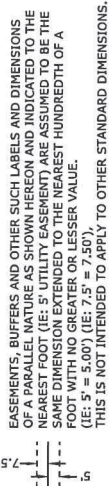
Fee interest in TRACTS "B-1", "B-2", "B-3" and "B-4", as shown hereon, which include the areas within said Tracts designated as (CDD) Open Space; (CDD) Drainage, Landscape and Signage Areas; (CDD) Landscape and Signage Areas are hereby reserved by the Owner for conveyance by separate instrument to the Hawkstone Community Development District ("CDD"), a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes or other custodial and maintenance entity, subsequent to the recording of this Plat, for the benefit of the lot owners within the subdivision.

TRACTS "B-1", "B-2", "B-3" and "B-4", including all Areas within such Tracts, are subject to any and all easements, rights of way and tracts dedicated to public use as shown on this plat.

The maintenance of Owner-reserved tracts and areas and private easements reserved by Owners will be the responsibility of the Owners, their assigns and successors in title, which may include the Hawkstone Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes or other custodial and maintenance entity.

The undersigned also hereby confirms the limits of the public right of way as shown hereon.

PARALLEL OFFSET DIMENSIONS NOTE:



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

WETLAND CONSERVATION AREA NOTE:

The Wetland (Conservation/Preservation) Area shall be retained pursuant to the Hillsborough County Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of Hillsborough County Environmental Protection Commission (EPC). In addition, a (30/50)-foot wetland setback from the Wetland (Conservation/Preservation) Area is required by the provisions stated within the Hillsborough County Land Development Code (LDC) (Chapter 1-11) and Chapter 1-11 of the Rules of the EPC. Wetland delineations are binding as long as physical conditions on the property do not change so as to alter the boundaries of wetlands during that time. After 5 years, the boundaries of a Wetland (Conservation/Preservation) Area, are subject to review and modification by the EPC, and the (30/50)-foot setback shall be applied to the boundaries of the Wetland (Conservation/Preservation) Area, as revised.

Jen Florida 32, LLC, a Florida limited liability company - OWNER

Matt O'Brien, as Vice President _____ Witness _____

Printed Name _____ Printed Name _____

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Matt O'Brien, as Vice President of Jen Florida 32, LLC, a Florida limited liability company, on behalf of the company. Personally known to me _____ or has produced _____ as identification.

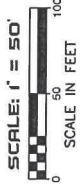
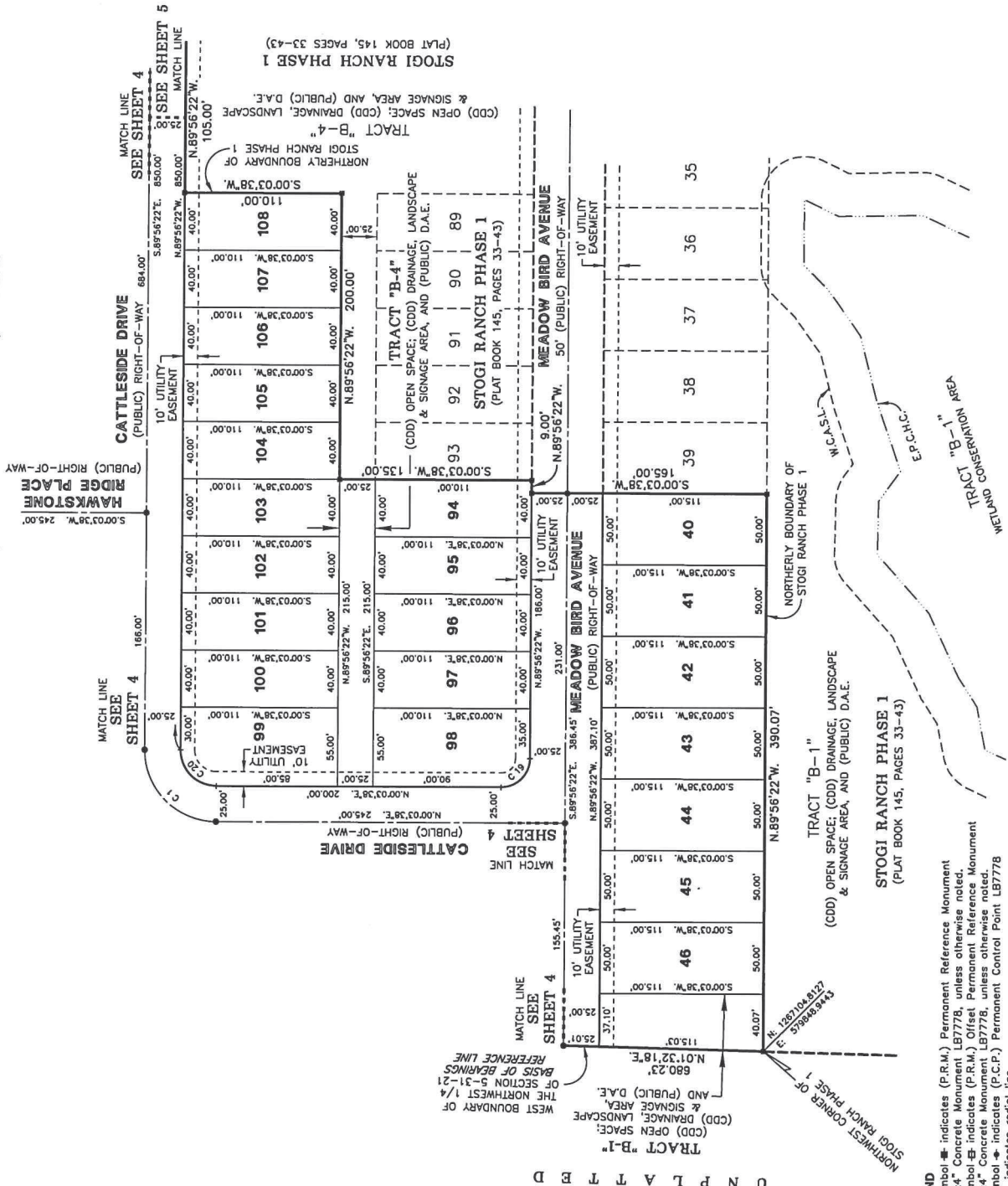
Notary Public, State of Florida at Large _____ My Commission expires: _____

Commission Number: _____

(Printed Name of Notary)

STOGI RANCH PHASE 2

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



SEE SHEET 3 OF 6 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 6 FOR WETLAND CONSERVATION AREA NOTE

SEE SHEET 2 OF 6 FOR PARALLEL OFFSET DIMENSIONS NOTE

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number: LB 7778
Tampa, FL 33609
3010 W. Ancker Street, Suite 150
PHONE (813) 221-5200

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	50.00	90°00'00"	78.54	70.71	N.45°03'38"E.
19	20.00	90°00'00"	31.42	28.28	N.44°56'22"W.
20	25.00	90°00'00"	39.27	35.36	N.45°03'38"E.

CURVE DATA TABLE

- LEGEND**
- Symbol \blacksquare indicates (P.R.M.) Permanent Reference Monument
 - 4"x4" Concrete Monument LB7778, unless otherwise noted.
 - Symbol \square indicates (P.R.M.) Offset Permanent Reference Monument
 - 4"x4" Concrete Monument LB7778, unless otherwise noted.
 - Symbol \circ indicates (P.C.P.) Permanent Control Point LB7778
 - (R) indicates radial line
 - (NR) indicates non-radial line
 - RE - Reference Bearing
 - OB - Official Records Book
 - (TYP) - Typographic
 - D.A.E. - Drainage, Landscape & Access Easement
 10. E.P.C.H.C. - Environmental Protection, Commission of Hillsborough County Wetland Line
 11. W.C.A.S.L. - Wetland Conservation Area Setback Line
 12. (CDD) - Hawkstone Community Development District



Hillsborough County
PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Stogi Ranch
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5698
HCPS Project ID Number	SC-917 Phase 1 Only
Parcel / Folio Number(s)	088486.0000
Project Location	Boyette Road & Balm Boyette Road
Dwelling Units & Type	59 Single-Family Detached
Applicant	Homes By West Bay, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	12	8	8		26

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the high school Concurrency Service Areas (CSA's) serving this site and the adjacent high school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (Instrument No.2022499608), the terms of which were recorded on October 19, 2022. The Applicant contributed funds on March 16, 2023, in the amount of \$303,088 thereby satisfying the requirement to construct high school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

Lori Belangia, M.S.
 Manager, Planning & Siting
 Growth Management Department
 E: glorimar.belangia@hcps.net
 P: 813.272.4228

March 20, 2023
 Date Issued