

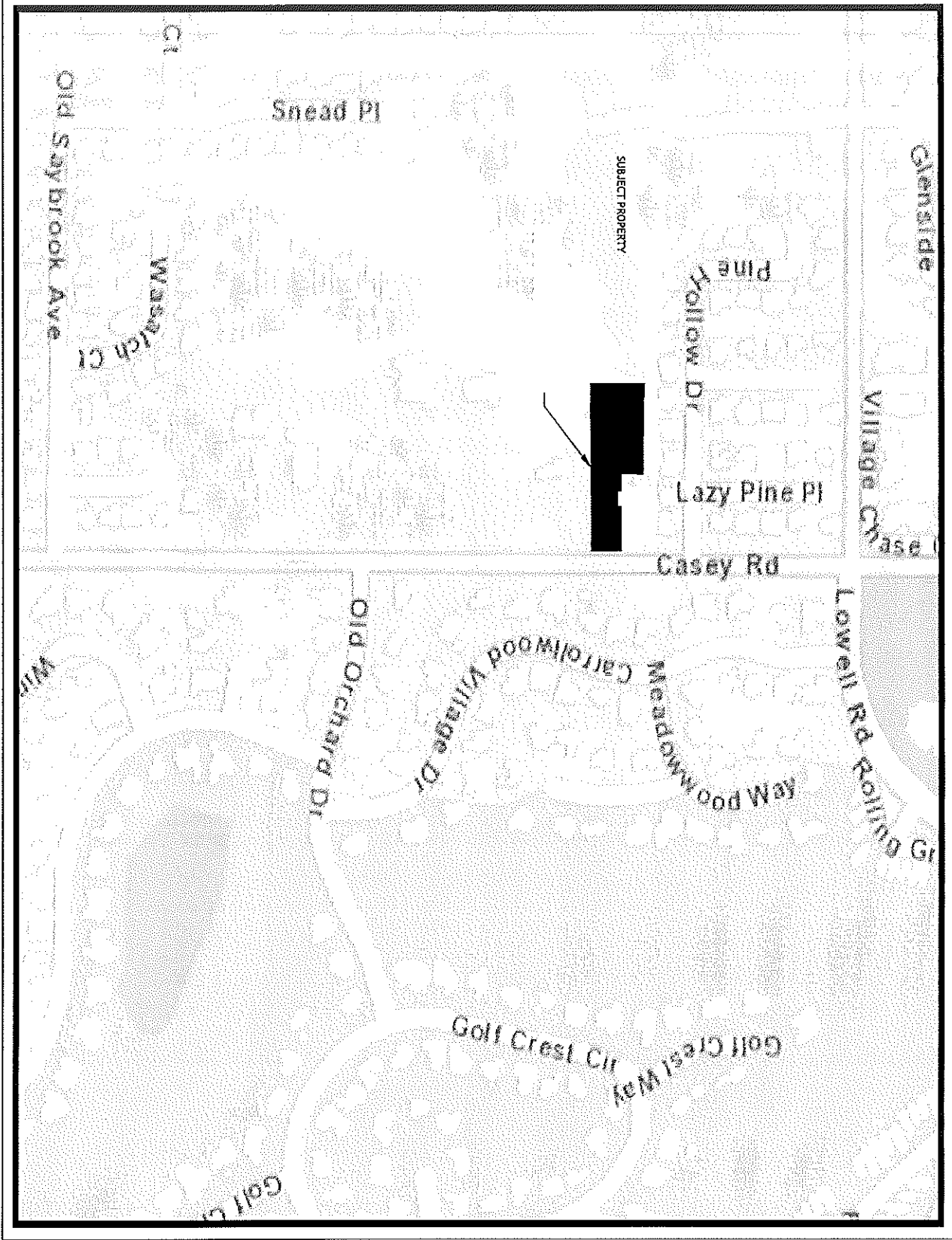
SUBJECT: Christopher Estates aka Casey Subdivision Utility Improvements
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Improvement Facilities (water) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Christopher Estates aka Casey Subdivision, located in Section 8, Township 28, and Range 18. 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 Warranty Bond in the amount of \$5,531.00 and authorize the Chairman to execute the Agreement for Warranty of Required Improvements.

BACKGROUND:

On October 5, 2020, Permission to Construct Prior to Platting was issued for Christopher Estates Subdivision fka Casey Subdivision. On April 13, 2021 the plat was accepted by the Board of County Commissioners. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Brian H. Christopher, Pauline Christopher, Marie Christopher and Sean Patrick Christopher and the engineer is Beacon Civil Engineering.



**SUBDIVIDER'S AGREEMENT FOR
WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____ 2021, by and between Brian H. Christopher, Pauline Christopher, Marie Christopher, and Sean Patrick Christopher hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

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

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

WHEREAS, the Subdivider has filed with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to construction, of roads, 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 has built and constructed the aforementioned improvements in the platted area; and

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

<input type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input type="checkbox"/> Stormwater Drainage Systems
<input type="checkbox"/> Sanitary Gravity Sewer System	<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: _____

; and

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

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

NOW THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, 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 Hillsborough County LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Christopher Estates subdivision, also known as Casey 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.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 22 day of July, 2021.

SUBDIVIDER:

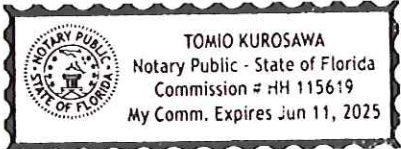
[Signature]

Date: 7.22.21

BRIAN H. CHRISTOPHER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This document was acknowledged and subscribed before me by means of physical presence or online notarization, this 22 day of July, 2021, by Brian H. Christopher who is personally known to me or produced _____ as identification.



By: [Signature]
NOTARY PUBLIC

(Print notary's name)

First Subscribing Witness:

Second Subscribing Witness:

[Signature]

[Signature]

SUBDIVIDER:

[Signature]

Date: 7/22/21

PAULINE CHRISTOPHER

[Signature]

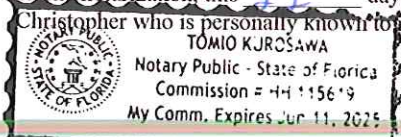
First witness

[Signature]

Second witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This document was acknowledged and subscribed before me by means of physical presence or online notarization, this 22 day of July, 2021, by Pauline Christopher who is personally known to me or produced _____ as identification.



[Signature]
Notary Public

First Subscribing Witness:

MAR'CE BANKS
Mar'ce Banks

Second Subscribing Witness:

[Signature]
Leroy Turknett

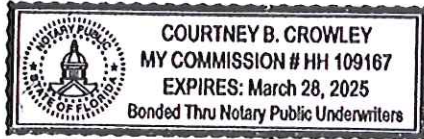
SUBDIVIDER:

[Signature]
SEAN PATRICK CHRISTOPHER

Date: 7/22/21

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This document was acknowledged and subscribed before me by means of physical presence or online notarization, this 22nd day of July, 2021, by Sean Patrick Christopher who is personally known to me or produced Florida Drivers License as identification.



By: Courtney Crowley
NOTARY PUBLIC

Courtney Crowley
(Print notary's name)

First Subscribing Witness:

[Signature]

Second Subscribing Witness:

[Signature]

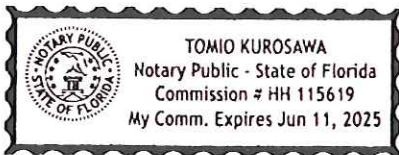
SUBDIVIDER:

[Signature]
MARIE CHRISTOPHER

Date: 7/22/21

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This document was acknowledged and subscribed before me by means of physical presence or online notarization, this 22 day of July, 2021, by Marie Christopher who is personally known to me or produced _____ as identification.



By: [Signature]
NOTARY PUBLIC

(Print notary's name)

First Subscribing Witness:

Second Subscribing Witness:

This document was acknowledged and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by Marie Christopher who is personally known to me or produced _____ as identification.

By: _____

NOTARY PUBLIC

(Print notary's name)

First Subscribing Witness:

Second Subscribing Witness:

ATTEST:

HILLSBOROUGH COUNTY

CINDY STUART, CLERK OF THE CIRCUIT COURT BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Chair

2

APPROVED BY THE COUNTY ATTORNEY

BY: 
Approved As To Form And Legal Sufficiency.

Bond No. GM 203355

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Brian H. Christopher, Marie Christopher, and Sean Patrick Christopher, called the Principal and Great Midwest Insurance Company, called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Five Thousand Five Hundred Thirty-one and 00/100 (\$5,531.00) 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 site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these site development regulations affect the site 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 (water) for maintenance constructed in conjunction with the site known as Christopher Estates; and

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

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

Bond No. GM 203355

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 water improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Christopher Estates Subdivision, 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 10, 2023.

Bond No. GM 203355

SIGNED, SEALED AND DATED this 1st day of September, 2021.

ATTEST:

Pauline Christopher

ATTEST:

Pauline Christopher

ATTEST:

Marcel BONES

ATTEST:

Jeani Keller

Brian H. Christopher
Principal

Brian Christopher

Marie Christopher
Principal

Marie Christopher

Sean Patrick Christopher
Principal

Sean Patrick Christopher

Great Midwest Insurance Company
Surety

By: Mary M. Langley
Type name of signer
Mary M. Langley, Attorney-in-Fact
(SEAL)



APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint Frederic M. Archerd, Jr., Dorene Ann Blake, Mary M. Langley, Richard P. Russo, Jr., Tanya L. Russo

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

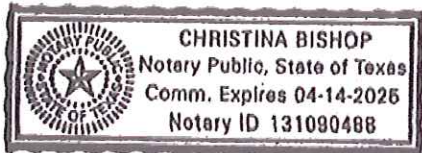


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 1st Day of September, 2021.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.