

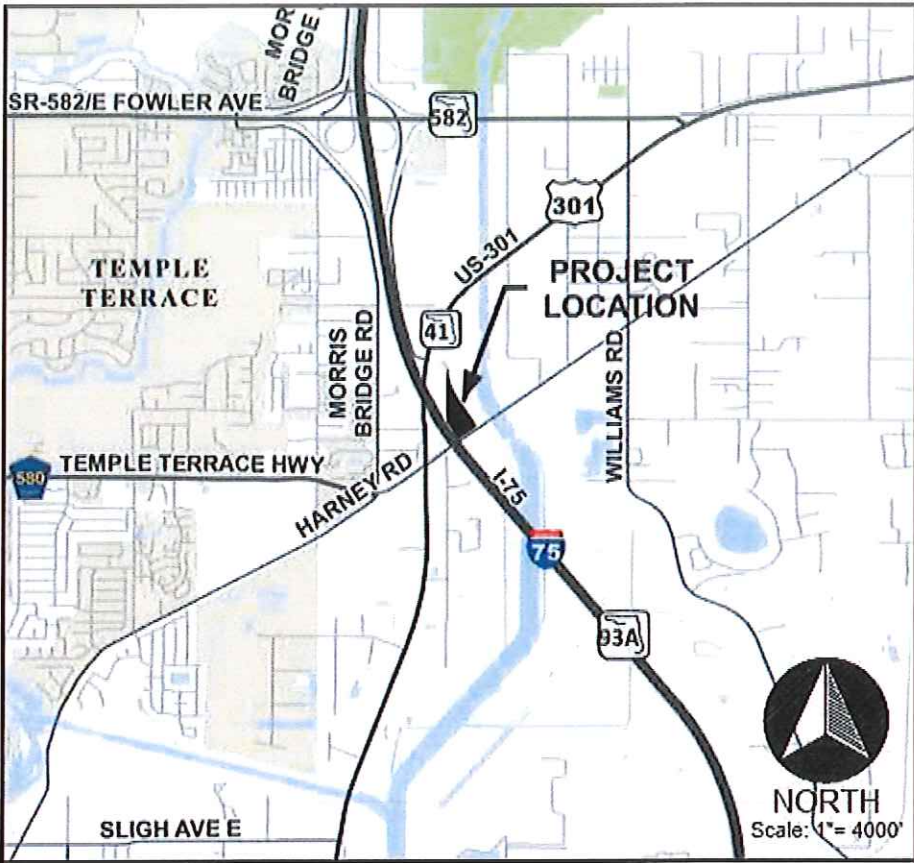
SUBJECT: Easthaven Townhomes aka Harney Road Townhomes
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: October 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Easthaven Townhomes aka Harney Road Townhomes, located in Section 19, Township 28, and Range 20. Accept a Performance Bond in the amount of \$524,164.00 and authorize the Chairman to execute the Subdivider's Agreement for Construction of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$5,850.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance – Placement of Lot Corners.

BACKGROUND:

On October 29, 2020, Permission to Construct Prior to Platting was issued for Easthaven Townhomes aka Harney Road Townhomes. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is CWK Family Partnership, LTD and the engineer is Halff Associates, Inc.



SECTION 19 TOWNSHIP 28S RANGE 20E

LOCATION MAP

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

This Agreement is made and entered into this _____ day of _____, 20____, by and between **CWK FAMILY PARTNERSHIP, LTD**, 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, 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 **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)**; and

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

WHEREAS, the improvements required by the LDC in the subdivision known as **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)** 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 as required by the County; and

WHEREAS, the Subdivider agrees to build and construct the improvements 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 System	<input checked="" type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:

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 **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)** Subdivision, within **SIX (6)** 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, any roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to, 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. Performance Bond No 602-133555-6, dated August 2, 2021 with CWK Family Partnership, LTD as Principal, and United States Fire Insurance Company as Surety,
 - c. Escrow Agreement, dated _____, between _____ and the County or;
 - d. 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.
4. Copies of said letter of credit, performance bond, escrow agreement, or cashier/certified check are attached hereto and by reference made a part hereof.
5. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the 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.
6. In the event the Subdivider shall fail or neglect to fulfill its obligations under this

Agreement as 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.

7. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)** at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
8. 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.
9. 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 these presents, this 27 day of August, 2008.

ATTEST:



Witness' Signature

FRANK M. VALENTE

Printed Name of Witness

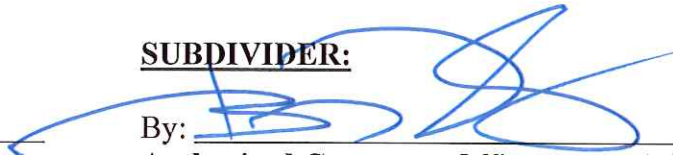


Witness' Signature

James M. Reed

Printed Name of Witness

SUBDIVIDER:



By:

Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)

Bing Kearney

Name (typed, printed or stamped)

President of General Partner

Title

9625 Wes Kearney Way, Riverview, FL 33578

Address of Signer

813.966.8149

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida
COUNTY OF Hillsborough

APPROVED BY THE COUNTY ATTORNEY

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

The foregoing instrument was acknowledged before me this 21 day of August, 2021, by Bing Kearney as President of the General Partner and RCWK Family Partnership, Ltd. respectively President and General Partner of RCWK Family Partnership, Ltd. of Florida on behalf of the RCWK Family Partnership, Ltd. corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

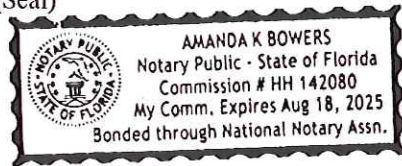
NOTARY PUBLIC:

Sign: Amanda Bowers (Seal)

Print: Amanda Bowers

Title or Rank: Notary

Serial Number, if any: HH 142080



My Commission Expires: 08/18/2025

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

Bond No. 602-133555-6

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we CWK Family Partnership, LTD

_____ called the Principal, and _____
United States Fire 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 Hundred Twenty-Four Thousand One Hundred Sixty-Four and 00/100 (\$^{524,164.00}) 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 Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

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

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 EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES) 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 six (6) 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 MAY 12, 2022.

SIGNED, SEALED AND DATED this 2nd day of August, 2021.

ATTEST:

[Signature]

CWK Family Partnership, LTD

BY:

[Signature]
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]
Karen Baker

[Signature]
ATTORNEY-IN-FACT (SEAL)
Mark D. Pichowski

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00983401321

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark D. Pichowski, Nancy Sheinberg, Todd George

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eleven Million Dollars (\$11,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

(Notary Public)

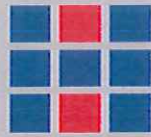
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of August, 2019.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President





HALFF

EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)

Hillsborough County, FL


Engineers Opinion of Probable Costs (OPC) for Performance Bond

August 2, 2021

Item No.	Description	Quantity	Unit	Unit Cost	Total
1.00	<u>EARTHWORK</u>				
1.01	Modular Block Retaining Wall (2 ea. 575 LF)	3,540	SF	\$21.48	\$76,039.20
1.02	42" 3-Rail Black Decorative Aluminum Handrail	575.00	LF	\$44.39	\$25,524.25
	<u>SOD-BAHIA</u>				
1.03	Pond Slopes	6,671.00	SY	\$2.52	\$16,810.92
1.04	Swales	154.00	SY	\$2.52	\$388.08
1.05	Sod Behind Curb	144.00	SY	\$2.52	\$362.88
1.06	4:1 Slopes	492.00	SY	\$2.52	\$1,239.84
1.07	Right of Way	947.00	SY	\$2.52	\$2,386.44
	<u>SEED AND MULCH</u>				
1.08	Lots	12,970.00	SY	\$0.23	\$2,983.10
1.09	Open Areas	2,163.00	SY	\$0.23	\$497.49
	EarthWork, Sub-Total				\$126,232.20
2.00	<u>PAVING</u>				
2.01	Connect to Existing Asphalt Pavement	1.00	EA	\$1,160.84	\$1,160.84
	<u>RESEIDENTIAL ROAD</u>				
2.02	1-1/2" Asphalt, Type SP-12.5	2,093.00	SY	\$10.97	\$22,960.21
2.03	6" Crushed Concrete (LBR 150)	2,093.00	SY	\$9.69	\$20,281.17
2.04	12" Stabilized Subgrade (LBR 40)	2,093.00	SY	\$5.50	\$11,511.50
2.05	2' Valley Gutter (Miami)	1,668.00	LF	\$9.95	\$16,596.60
2.06	Drop Curb	33.00	LF	\$31.39	\$1,035.87
2.07	Curb Transition	30.00	LF	\$31.39	\$941.70
2.08	6" Stabilized Subgrade Under Curb (LBR 40)	1,731.00	LF	\$1.84	\$3,185.04
2.09	6" Sidewalk (Reinforced)	2,914.00	SF	\$4.48	\$13,054.72
2.10	ADA Ramps	6.00	EA	\$1,068.94	\$6,413.64
2.11	Signage and Pavement Marking	1.00	LS	\$2,226.90	\$2,226.90
	Paving, Sub-Total				\$99,368.19
3.00	<u>STORM</u>				
3.01	8" SDR 26 PVC	232	LF	18.12	\$4,203.84
3.02	15" CLASS III RCP	621	LF	28.09	\$17,443.89
3.03	18" CLASS III RCP	608	LF	34.91	\$21,225.28
3.04	24" CLASS III RCP	173	LF	47.34	\$8,189.82
3.05	30" CLASS III RCP	48	LF	62.26	\$2,988.48
3.06	DEWATERING OR STONE BEDDING	1682	LF	6.67	\$11,218.94
3.07	STORM SEWER INSPECTION	1682	LF	5.71	\$9,604.22
	<u>RCP - ERCP FES</u>				
3.08	24"	1	EA	1775.34	\$1,775.34
3.09	30"	1	EA	2041.33	\$2,041.33
3.10	RIP-RAP	41	SY	90.96	\$3,729.36
3.11	6" PVC POND UNDERDRAIN	85	LF	639.46	\$54,354.10
3.12	6" UNDERDRAIN CLEANOUT ASSEMBLY	4	EA	235.26	\$941.04
3.13	TYPE "C" INLET	4	EA	1213.08	\$4,852.32
3.14	TYPE "V" CURB INLET	8	EA	3184.83	\$25,478.64
3.15	TYPE "P" MANHOLE	1	EA	1918.65	\$1,918.65
3.16	TYPE "C" CONTROL STRUCTURE WITH F/G SKIMMER	1	EA	3633.37	\$3,633.37

	Storm, Sub-Total (50% Complete)				\$86,799.31
4.00	SANITARY GRAVITY SEWER				
	<u>8" SDR 26 PVC</u>				
4.01	0-6 FT	23	LF	14.99	\$344.77
4.02	6-8 FT	498	LF	16.2	\$8,067.60
4.03	8-10 FT	191	LF	17.83	\$3,405.53
4.04	LOCATOR TAPE	712	LF	0.23	\$163.76
4.05	DEWATERING OR STONE BEDDING (< 18 FT)	712	LF	6.67	\$4,749.04
	<u>4' SANITARY MANHOLE</u>				
4.06	6-8 FT	3	EA	2489.6	\$7,468.80
4.07	8-10 FT	2	EA	2684.98	\$5,369.96
4.08	MANHOLE JOINT SEALANT	5	EA	561.84	\$2,809.20
4.09	MANHOLE INFLOW PROTECTION - STAINLESS STEEL	5	EA	171.29	\$856.45
4.10	DOUBLE SERVICE	28	EA	799.6	\$22,388.80
4.11	PLUG AND SERVICE MARKER	56	EA	19.19	\$1,074.64
	Sanitary Gravity Sewer, Sub-Total (50% Complete)				\$28,349.28
5.00	SANITARY FORCEMAIN				
5.01	LIFT STATION (8.00 FT)	1	LS	90301.87	\$90,301.87
5.02	4" HDPE DR11	80	LF	7.19	\$575.20
5.03	JOINT RESTRAINTS	1	LS	261.88	\$261.88
5.04	LOCATOR TAPE	80	LF	0.12	\$9.60
5.05	LOCATOR WIRE	160	LF	0.36	\$57.60
5.06	4" 45° MJ BEND	2	EA	409.04	\$818.08
	Sanitary Forcemain, Sub-Total (50% Complete)				\$46,012.12
6.00	WATER POTABLE				
6.01	6" MASTER METER ASSEMBLY W/METER	1	EA	25273.26	\$25,273.26
6.02	6" C900 DR 18 PVC	806	LF	10.48	\$8,446.88
6.03	LOCATOR TAPE	806	LF	0.12	\$96.72
6.04	LOCATOR WIRE	1612	LF	0.36	\$580.32
6.05	JOINT RESTRAINTS	1	LS	1237.76	\$1,237.76
6.06	6" GATE VALVE AND BOX	2	EA	922.9	\$1,845.80
6.07	6" 90° MJ BEND	2	EA	228.66	\$457.32
6.08	FIRE HYDRANT ASSEMBLY (6" TEE)	2	EA	3852.12	\$7,704.24
6.09	FIRE HYDRANT FLOW TEST AND COLOR CODE	2	EA	185	\$370.00
6.10	PERMANENT BLOWOFF	1	EA	1239.82	\$1,239.82
6.11	SINGLE SERVICE - SHORT	24	EA	289.88	\$6,957.12
6.12	SINGLE SERVICE - LONG	32	EA	341.57	\$10,930.24
	Water Potable. Sub-Total (50% Complete)				\$32,569.74
	Sub-Total Before Performance Bond				\$419,330.83
	Performance Bond (125%)				\$524,163.54
Performance Bond Total					\$524,164.00





 08/02/2021
 Michael J. Sanders, Jr., P.E. #76918

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

This Agreement made and entered into this _____ day of _____ 20___, by and between **CWK FAMILY PARTNERSHIP, LTD** 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, as 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, 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 **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)**; 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 **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)** 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, 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 **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)** 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 _____, or
 - b. A Performance Bond No. 602-133555-5, dated August 2, 2021, with CWK Family Partnership, LTD as Principal, and United States Fire Insurance Company as Surety,
 - c. Escrow Agreement, dated _____, between _____ and the County, or
 - d. 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 letters of credit, performance bonds, escrow agreements, or cashier/certified checks are/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 "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 **EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)** 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 these presents, this August 27 day of _____, 2021.

ATTEST:

[Signature]

Witness Signature

FRANK M. VALENTE

Printed Name of Witness

[Signature]

Witness Signature

James M. Reed

Printed Name of Witness

SUBDIVIDER:

[Signature]

By:

Authorized Corporate Officer or Individual (Sign before a Notary Public)

Bing Kearney

Printed Name of Signer

President of General Partner

Title of Signer

9625 West Kearney Way, Riverview, FL
Address of Signer 33578

813.966.8149

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

[Signature]
Approved As To Form And Legal
Efficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this August day of 2021, by Binj Kearney as President of the and general partner of FCWK Family Partnership, L.P. respectively President and _____ of _____, Inc., a Limited Partnership ~~corporation~~ under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

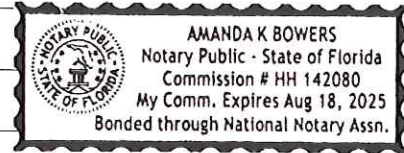
NOTARY PUBLIC:

Sign: Amanda Bowers (Seal)

Print: Amanda Bowers

Title or Rank: Notary

Serial Number, if any: HH 142080



My Commission Expires: 08/18/2025

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we CWK Family Partnership, LTD

_____ called the Principal, and _____
United States Fire 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 Eight Hundred Fifty and 00/100 -----(\$5,850.00) 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, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES) are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES) subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL NOVEMBER 12, 2023.

SIGNED, SEALED AND DATED this 2ND day of August, 2021.


ATTEST:

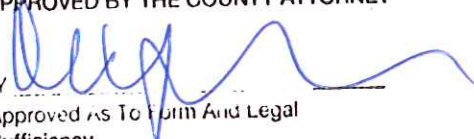

CWK Family Partnership, LTD
BY: 
_____ PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

_____ Karen Baker


_____ ATTORNEY-IN-FACT (SEAL)
Mark D. Pichowski

APPROVED BY THE COUNTY ATTORNEY
BY: 
Approved as To Form And Legal Sufficiency.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00983401321

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark D. Pichowski, Nancy Sheinberg, Todd George

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Eleven Million Dollars (\$11,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

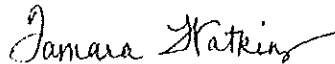


Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843



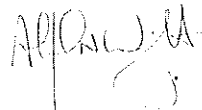
Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

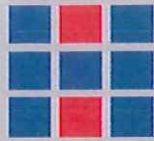
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2ND day of August, 2019

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President





HALFF[®]

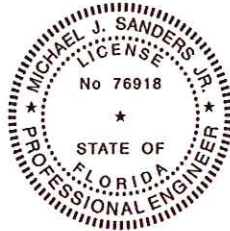
EASTHAVEN TOWNHOMES (AKA HARNEY ROAD TOWNHOMES)

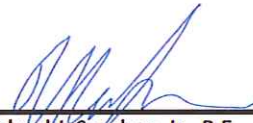
Hillsborough County, FL

Engineers Opinion of Probable Costs (OPC) for Performance Bond - Monumentation

August 2, 2021

Item No.	Description	Quantity	Unit	Unit Cost	Total
1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	56	Per Lot	\$55.00	\$3,080.00
1.02	Monuments - Misc Tracts	8	Per Tract	\$70.00	\$560.00
	Verification by PLS	8	Hours	\$130.00	\$1,040.00
	Lot Monumentation, Sub-Total				\$4,680.00
	Sub-Total Before Performance Bond				\$4,680.00
	Performance Bond (125%)				\$5,850.00
Performance Bond Total					\$5,850.00




Michael J. Sanders, Jr., P.E.

08/02/2021

#76918

This item has been digitally signed and sealed by Michael J. Sanders, Jr., P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

EASTHAVEN TOWNHOMES

SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

Plat Book: _____ Page No.: _____

Dedication:

CHK Family Partnership, LTD. (Owner) as the owners of the herein described lands which are being granted to the Hillsborough County Government, hereby dedicate this plat for record, and declares the following:

- The private roads and private rights of way shown hereon as TRACT "H" are not dedicated to the PUBLIC, but are hereby reserved by owner for conveyance to the Hillsborough County Government, or other qualified maintenance entity subsequent to the recording of this subdivision plat, for the benefit of the lot owners for ingress and egress of lot owners, their guests and visitors.
- Owner hereby grants to Hillsborough County Government and provides a flow diagram, the emergency, emergency medical, mail, package delivery, and water/sewerage and other governmental and quasi-governmental services a non-exclusive access easement over and across the private roads and private rights of way within TRACT "H" as shown hereon for ingress and egress for the performance of their official duties.
- Owner hereby grants to providers of telephone, electric, cable television, cable data, gas, water and sewer and other public and quasi-public utilities a non-exclusive access easement over and across and a non-vehicular utility easement over, across and under the private roads and private rights of way within TRACT "H" for ingress and egress for the connection, installation, operation and maintenance of their utility lines and facilities, for the benefit of the lot owners for ingress and egress by the owner.
- Owner hereby dedicates the 10.00' Public Utility Easements and Public Utility Easement and Subsequent Easement shown hereon to the PUBLIC for the use of the providers of public and telephone, gas, cable television and cable data facilities.
- Fees related to TRACTS "A", "B", "C", "D", "E", "F", "G", "H" and "I" shall remain, are hereby reserved by owner for conveyance to the Hillsborough Foundation Home Care of Association, Inc. a Florida not-for-profit corporation, for the benefit of the lot owners within the subdivision plat subsequent to the recording of this subdivision plat, for the benefit of the lot and easement within the limits of the subdivision plat. TRACTS "A", "B", "C", "D", "E", "F", "G", "H" and "I" are not dedicated to the PUBLIC and will be privately maintained.
- TRACTS "A", "B", "C", "D", "E", "F", "G", "H" and "I" and Private Driveway Easements are subject to and all easements, rights of way and tracts dedicated to public use as shown on this subdivision plat or as subject to matters of public record.
- The maintenance of owner reserved roads and areas reserved by owners will be the responsibility of the owner and its successor owner as shown in this plat.
- Private Driveway Easements are hereby reserved by owner for conveyance to a Homeowners Association, Community Development District, or other qualified and independent legal maintenance entity subsequent to the recording of this subdivision plat, for the benefit of the lot owners within the subdivision plat and not dedicated to the PUBLIC and will be privately maintained.
- Owner hereby dedicates the Public Utility and Subsequent Easement and public and quasi-public utility providers for the construction, installation, maintenance and operation of their facilities and to the PUBLIC as a protection roadway.
- Owner hereby confirms the location of Public Rights of Way shown hereon.

In WITNESS Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signatures sealed and delivered in our presence: CHK Family Partnership, LTD.

Print Name: _____
By: BDMARC, Inc., a Florida
Its General Partner

Print Name: _____
By: Ding Kearney
Its President

Acknowledgment:

The foregoing instrument was acknowledged before me by means of physical presence or online notetaking, this _____ day of _____, 2021, by Ding Kearney as President of BDMARC, Inc. a Florida corporation as general partner of CHK Family Partnership, LTD. on behalf of the company. Said person (1) is personally known to me or (1) has produced _____ as identification, and (2) has acknowledged to me or (1) has produced _____ as identification, and (3) has acknowledged to me or (1) has produced _____ as identification. Without my hand and official seal this _____ day _____, 2021.

Notary Public - State of Florida
Print Name: _____
My Commission Expires: _____

Description:

A parcel of land lying within the Northwest 1/4 of Section 10, Township 28 South, Range 20 East, Hillsborough County, Florida and being more particularly described as below:

COMMENCE at a found 58' iron nail marking the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 10, said point also being a point on the Western right of way line of the Tampa Bypass Canal, thence S 60 degrees 07' 34" E, on the West line of the Northwest 1/4 of said Section 10, a distance of 174.00 feet to the POINT OF BEGINNING; thence on the Western right of way line of said Tampa Bypass Canal the following two (2) courses, (1) on a curve to the left having a radius of 1500.00 feet, a central angle of 34 degrees 18' 22", a chord length of 684.80 feet and a chord bearing of S 17 degrees 10' 55" E, thence on the arc of said curve, an arc length of 684.80 feet to the end of said curve and (2) thence S 33 degrees 26' 42" E, a distance of 205.73 feet to the POINT OF BEGINNING; thence on the Northern right of way line of said Henry Road (per Hillsborough County Maintained Right of Way Map No. 05-25-24) the following four (4) courses, (1) thence S 55 degrees 35' 43" E, a distance of 243.10 feet, (2) thence S 80 degrees 28' 26" E, a distance of 243.10 feet, (3) thence S 24 degrees 24' 17" W, a distance of 113.53 feet and (4) thence S 28 degrees 28' 26" E, a distance of 205.73 feet to the POINT OF BEGINNING; thence on the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 10, a distance of 174.00 feet to the POINT OF BEGINNING; thence on the Eastern right of way line of said Interstate 65, 75 State Road No. 52-A) the following three (3) courses, (1) on a curve to the right having a radius of 7465.44 feet, a central angle of 01 degrees 03' 27", a chord length of 137.26 feet and a chord bearing of N 30 degrees 30' 09" W, thence on the arc of said curve, an arc length of 137.26 feet to the end of said curve, (2) thence N 23 degrees 01' 01" E, a distance of 100.00 feet to the POINT OF BEGINNING; thence on the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 10, a distance of 174.00 feet to the Southwest corner of the Northwest 1/4 of said Section 10, thence N 00 degrees 01' 34" W, on the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 10, a distance of 47.46 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 10, thence N 00 degrees 01' 34" W, on the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 10, a distance of 174.00 feet to the POINT OF BEGINNING.

Parcel contains 9.46 acres, more or less.

General Notes:

- 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 Department of Environment and Hillsborough County has information regarding flooding and other risks on development.
- There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Hillsborough County, Florida.
- Boundary and condition shown hereon are relative to the Florida State Plane Coordinate System, Third Zone, 1983-2011 adjustment, reading 20 West line of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 28 South, Range 20 East, Hillsborough County, Florida as being N 60 degrees 01' 34" W, Hillsborough County Central Station "HONOTASSA V" was utilized in the determination of the bearing.
- All related utility easements will 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 will interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- Boundary easements shall not constitute permanent improvements, including but not limited to driveways, driveways, sidewalks, paths, decks, pools, air conditioning, foundations, utility lines, 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. This note shall appear on each adjacent deed.
- This Plat may stipulate certain rights of way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.
- The Wetland Conservation area shall be retained in a natural state pursuant to the Hillsborough County Chapter 28-442 and Chapter 1-11, Rules of the Hillsborough County Environmental Protection Commission. In addition, a 20 foot setback from the Wetland Conservation Area is required and will conform to the provisions stipulated within the Hillsborough County Land Development Code.
- TRACT "H" Access and Utility Area benefits from Amphibians, Venues No. 20-1254. This Administrative Vantage provides for two (2) variances from Henry Road on to subject property.

Notice:

This plat, as recorded in the public records, is the official depiction of the subdivided lands described herein and will in no circumstances be amended 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 the county.

Plat Approval:

This plat has been reviewed in accordance with the Florida Statutes, Section 177.2681 for Chapter Conformity. The graphic and text have not been verified.

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

Board of County Commissioners:

This plat has been approved for recording.

Chairman _____
Member _____
Member _____

Clerk of the Circuit Court: County of Hillsborough State of Florida

I hereby certify that this Subdivision Plat meets the requirements, in form, of Chapter 177 Part of Florida Statutes, and has been filed for record in Plat Book _____ Page _____ of the Public Records of Hillsborough County, Florida.

By: _____
Clerk of the Circuit Court
By: _____
Deputy Clerk
This _____ Day of _____, 2021, Time _____
Clerk File Number _____

Surveyor's Certificate:

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Subdivision Plat meets the requirements, in form, of Chapter 177 Part of Florida Statutes, and has been filed for record in Plat Book _____ Page _____ of the Public Records of Hillsborough County, Florida. I have reviewed the plat and the plat complies with all the requirements of Chapter 177, Part 1, Florida Statutes, and the Hillsborough County Land Development Code; that permanent reference monuments (Prisms) were set on the 30 day of October 2021, as shown on the plat; that the plat complies with the requirements of Florida Statute or in accordance with conditions of bonding.

Dennis J. Bennham
Professional Surveyor and Mapper No. 4897
State of Florida

DENNIS J. BENNHAM
PROFESSIONAL SURVEYOR & MAPPER
11921 WANDSWORTH DRIVE
TAMPA, FLORIDA 33626
TEL: (813) 403-0220
P.S.M. No. 4697
Sheet No.: 1 of 4

EASTHAVEN TOWNHOMES

SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

Plat Book: _____

Page No.: _____

POINT OF COMMENCEMENT
NORTHWEST CORNER
OF THE NE 1/4
OF THE NW 1/4
SECTION 19-28-20
ALSO BEING A POINT ON
THE WESTERN RIGHT OF WAY
LINE OF THE TAMPA
BIPASS CANAL
FILE 3/07

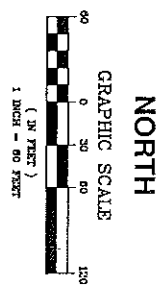
POINT OF BEGINNING
S.C.M. 4 1/4 4"
P.L.S. #4697
N 134°22'03.38"
E 344°22'03.35"

WEST LINE OF THE
NE 1/4 OF
SECTION 19-28-20
RIGHT OF WAY LINE OF
TAMPA BYPASS CANAL

WESTERN RIGHT OF WAY
LINE OF TAMPA BYPASS CANAL

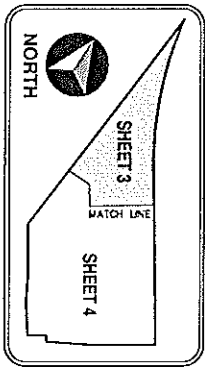
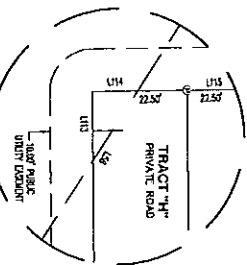
LEGEND

- 0.6 ROCK SPURIAL, BEARING ROCK
- 0.6A C&G CENTERED GROUND ROCK
- 0.6B FOUND CHIPPED IRON ROD
- 0.6C FOUND IRON ROD
- 0.6D SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6E SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6F SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6G SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6H SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6I SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6J SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6K SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6L SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6M SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6N SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6O SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6P SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6Q SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6R SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6S SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6T SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6U SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6V SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6W SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6X SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6Y SET P.K. NAIL AND DISK P.L.S. #4697
- 0.6Z SET P.K. NAIL AND DISK P.L.S. #4697



LINE	BEARING	LENGTH
L1	S80°01'34.7"E	66.02
L2	N00°02'40.7"E	38.02
L3	N00°13'07"E	33.81
L4	N00°14'00"W	38.54
L5	N00°14'00"W	33.82
L6	N02°16'27"W	52.41
L7	N10°23'38"W	28.21
L8	N02°33'31"W	26.12
L9	N02°30'27"E	2.81
L10	N02°31'49"E	32.81
L11	N10°23'22"E	27.02
L12	N10°19'48"E	38.54
L13	N02°31'58"E	37.08
L14	N02°34'07"E	43.22
L15	N02°36'32"W	28.86
L16	N02°40'00"E	68.67
L17	N02°38'45"W	78.46
L18	N01°49'42"W	138.17
L19	N02°31'22"E	48.67
L20	N02°31'07"E	33.52
L21	N02°41'00"W	78.86
L22	N02°41'00"W	52.44
L23	N02°31'22"E	38.52
L24	N02°31'22"E	38.52
L25	N02°31'22"E	38.52
L26	N02°31'22"E	38.52
L27	N02°31'22"E	38.52
L28	N02°31'22"E	38.52
L29	N02°31'22"E	38.52
L30	N02°31'22"E	38.52
L31	N02°31'22"E	38.52
L32	N02°31'22"E	38.52
L33	N02°31'22"E	38.52
L34	N02°31'22"E	38.52
L35	N02°31'22"E	38.52
L36	N02°31'22"E	38.52
L37	N02°31'22"E	38.52
L38	N02°31'22"E	38.52
L39	N02°31'22"E	38.52
L40	N02°31'22"E	38.52
L41	N02°31'22"E	38.52
L42	N02°31'22"E	38.52
L43	N02°31'22"E	38.52
L44	N02°31'22"E	38.52
L45	N02°31'22"E	38.52
L46	N02°31'22"E	38.52
L47	N02°31'22"E	38.52
L48	N02°31'22"E	38.52
L49	N02°31'22"E	38.52
L50	N02°31'22"E	38.52
L51	N02°31'22"E	38.52
L52	N02°31'22"E	38.52
L53	N02°31'22"E	38.52
L54	N02°31'22"E	38.52
L55	N02°31'22"E	38.52
L56	N02°31'22"E	38.52
L57	N02°31'22"E	38.52
L58	N02°31'22"E	38.52
L59	N02°31'22"E	38.52
L60	N02°31'22"E	38.52
L61	N02°31'22"E	38.52
L62	N02°31'22"E	38.52
L63	N02°31'22"E	38.52
L64	N02°31'22"E	38.52
L65	N02°31'22"E	38.52
L66	N02°31'22"E	38.52
L67	N02°31'22"E	38.52
L68	N02°31'22"E	38.52
L69	N02°31'22"E	38.52
L70	N02°31'22"E	38.52
L71	N02°31'22"E	38.52
L72	N02°31'22"E	38.52
L73	N02°31'22"E	38.52
L74	N02°31'22"E	38.52
L75	N02°31'22"E	38.52
L76	N02°31'22"E	38.52
L77	N02°31'22"E	38.52
L78	N02°31'22"E	38.52
L79	N02°31'22"E	38.52
L80	N02°31'22"E	38.52
L81	N02°31'22"E	38.52
L82	N02°31'22"E	38.52
L83	N02°31'22"E	38.52
L84	N02°31'22"E	38.52
L85	N02°31'22"E	38.52
L86	N02°31'22"E	38.52
L87	N02°31'22"E	38.52
L88	N02°31'22"E	38.52
L89	N02°31'22"E	38.52
L90	N02°31'22"E	38.52
L91	N02°31'22"E	38.52
L92	N02°31'22"E	38.52
L93	N02°31'22"E	38.52
L94	N02°31'22"E	38.52
L95	N02°31'22"E	38.52
L96	N02°31'22"E	38.52
L97	N02°31'22"E	38.52
L98	N02°31'22"E	38.52
L99	N02°31'22"E	38.52
L100	N02°31'22"E	38.52

LINE	BEARING	LENGTH
G1	S130°08'	134.72
G2	S80°00'	113.90
G3	S50°00'	52.41
G4	S20°00'	28.86
G5	S00°00'	0.00
G6	N00°00'	0.00
G7	N30°00'	52.41
G8	N80°00'	28.86
G9	N130°08'	134.72



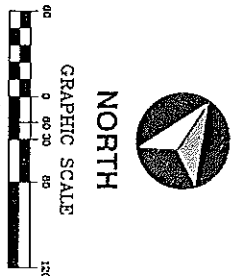
DENNIS J. BENHAM
PROFESSIONAL SURVEYOR & MAPPER
11921 WANDSWORTH DRIVE
TAMPA, FLORIDA 33636
TEL: (813) 403-0220
P.S.M. No. 4697

Sheet No.: 3 of 4

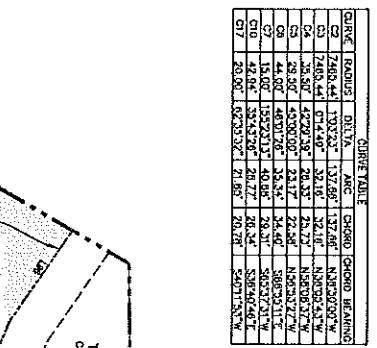
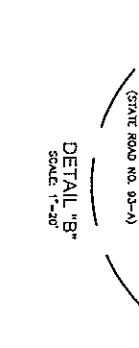
EASTHAVEN TOWNHOMES

SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

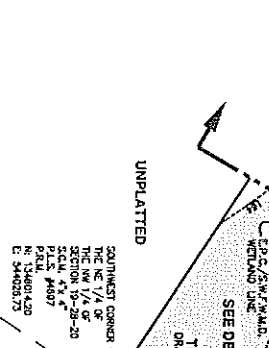
Plot Book: _____ Page No.: _____



LINE	BEARING	LENGTH
L1	N 82°24'17"W	11.53'
L2	S 82°24'17"W	20.44'
L3	S 20°24'44"W	98.27'
L4	N 0°00'00"W	47.09'
L5	S 20°24'44"W	54.17'
L6	S 89°08'43"W	67.14'
L7	S 20°24'44"W	49.15'
L8	S 89°08'43"W	66.81'
L9	S 20°24'44"W	27.61'
L10	N 82°24'17"W	18.92'
L11	N 27°23'27"W	18.92'
L12	S 20°24'44"W	18.92'
L13	S 82°24'17"W	20.95'
L14	S 20°24'44"W	61.11'
L15	S 82°24'17"W	49.38'
L16	S 20°24'44"W	20.95'
L17	N 82°24'17"W	4.08'
L18	N 27°23'27"W	4.08'
L19	N 82°24'17"W	4.08'
L20	S 82°24'17"W	4.08'
L21	S 20°24'44"W	4.08'
L22	S 82°24'17"W	4.08'
L23	S 20°24'44"W	4.08'
L24	S 82°24'17"W	4.08'
L25	S 20°24'44"W	4.08'
L26	S 82°24'17"W	4.08'
L27	S 20°24'44"W	4.08'
L28	S 82°24'17"W	4.08'
L29	S 20°24'44"W	4.08'
L30	S 82°24'17"W	4.08'
L31	S 20°24'44"W	4.08'
L32	S 82°24'17"W	4.08'
L33	S 20°24'44"W	4.08'
L34	S 82°24'17"W	4.08'
L35	S 20°24'44"W	4.08'
L36	S 82°24'17"W	4.08'
L37	S 20°24'44"W	4.08'
L38	S 82°24'17"W	4.08'
L39	S 20°24'44"W	4.08'
L40	S 82°24'17"W	4.08'
L41	S 20°24'44"W	4.08'
L42	S 82°24'17"W	4.08'
L43	S 20°24'44"W	4.08'
L44	S 82°24'17"W	4.08'
L45	S 20°24'44"W	4.08'
L46	S 82°24'17"W	4.08'
L47	S 20°24'44"W	4.08'
L48	S 82°24'17"W	4.08'
L49	S 20°24'44"W	4.08'
L50	S 82°24'17"W	4.08'
L51	S 20°24'44"W	4.08'
L52	S 82°24'17"W	4.08'
L53	S 20°24'44"W	4.08'
L54	S 82°24'17"W	4.08'
L55	S 20°24'44"W	4.08'
L56	S 82°24'17"W	4.08'
L57	S 20°24'44"W	4.08'
L58	S 82°24'17"W	4.08'
L59	S 20°24'44"W	4.08'
L60	S 82°24'17"W	4.08'
L61	S 20°24'44"W	4.08'
L62	S 82°24'17"W	4.08'
L63	S 20°24'44"W	4.08'
L64	S 82°24'17"W	4.08'
L65	S 20°24'44"W	4.08'
L66	S 82°24'17"W	4.08'
L67	S 20°24'44"W	4.08'
L68	S 82°24'17"W	4.08'
L69	S 20°24'44"W	4.08'
L70	S 82°24'17"W	4.08'

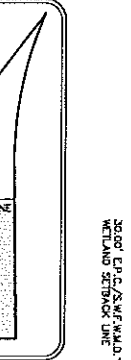
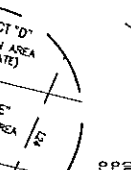


LINE	BEARING	LENGTH
L1	N 82°24'17"W	11.53'
L2	S 82°24'17"W	20.44'
L3	S 20°24'44"W	98.27'
L4	N 0°00'00"W	47.09'
L5	S 20°24'44"W	54.17'
L6	S 89°08'43"W	67.14'
L7	S 20°24'44"W	49.15'
L8	S 89°08'43"W	66.81'
L9	S 20°24'44"W	27.61'
L10	N 82°24'17"W	18.92'
L11	N 27°23'27"W	18.92'
L12	S 20°24'44"W	18.92'
L13	S 82°24'17"W	20.95'
L14	S 20°24'44"W	61.11'
L15	S 82°24'17"W	49.38'
L16	S 20°24'44"W	20.95'
L17	N 82°24'17"W	4.08'
L18	N 27°23'27"W	4.08'
L19	N 82°24'17"W	4.08'
L20	S 82°24'17"W	4.08'
L21	S 20°24'44"W	4.08'
L22	S 82°24'17"W	4.08'
L23	S 20°24'44"W	4.08'
L24	S 82°24'17"W	4.08'
L25	S 20°24'44"W	4.08'
L26	S 82°24'17"W	4.08'
L27	S 20°24'44"W	4.08'
L28	S 82°24'17"W	4.08'
L29	S 20°24'44"W	4.08'
L30	S 82°24'17"W	4.08'
L31	S 20°24'44"W	4.08'
L32	S 82°24'17"W	4.08'
L33	S 20°24'44"W	4.08'
L34	S 82°24'17"W	4.08'
L35	S 20°24'44"W	4.08'
L36	S 82°24'17"W	4.08'
L37	S 20°24'44"W	4.08'
L38	S 82°24'17"W	4.08'
L39	S 20°24'44"W	4.08'
L40	S 82°24'17"W	4.08'
L41	S 20°24'44"W	4.08'
L42	S 82°24'17"W	4.08'
L43	S 20°24'44"W	4.08'
L44	S 82°24'17"W	4.08'
L45	S 20°24'44"W	4.08'
L46	S 82°24'17"W	4.08'
L47	S 20°24'44"W	4.08'
L48	S 82°24'17"W	4.08'
L49	S 20°24'44"W	4.08'
L50	S 82°24'17"W	4.08'
L51	S 20°24'44"W	4.08'
L52	S 82°24'17"W	4.08'
L53	S 20°24'44"W	4.08'
L54	S 82°24'17"W	4.08'
L55	S 20°24'44"W	4.08'
L56	S 82°24'17"W	4.08'
L57	S 20°24'44"W	4.08'
L58	S 82°24'17"W	4.08'
L59	S 20°24'44"W	4.08'
L60	S 82°24'17"W	4.08'
L61	S 20°24'44"W	4.08'
L62	S 82°24'17"W	4.08'
L63	S 20°24'44"W	4.08'
L64	S 82°24'17"W	4.08'
L65	S 20°24'44"W	4.08'
L66	S 82°24'17"W	4.08'
L67	S 20°24'44"W	4.08'
L68	S 82°24'17"W	4.08'
L69	S 20°24'44"W	4.08'
L70	S 82°24'17"W	4.08'



LEGEND

- O.R. BOOK OFFICIAL RECORDS BOOK
- C.C.R. CERTIFIED CORNER RECORD
- F.C.M. FOUND CORNER MARK
- S.P.K.M. SET P.K. NAIL AND DISK P.L.S. #4997
- P.R.M. PERMANENT REFERENCE MONUMENT
- R.P.M. REPERMANENT REFERENCE MONUMENT
- P.P.M. PROFESSIONAL PLANNING MONUMENT
- E.P.C. ENVIRONMENTAL PROTECTION DISTRICT
- W/C WITNESS CORNER
- SET 4"x4" CONCRETE MONUMENT P.L.S. #4997 P.R.M.
- SET 4"x4" DISK P.L.S. #4997 P.C.P.



DENNIS J. BENHAM
 PROFESSIONAL SURVEYOR & MAPPER
 11921 WANDSWORTH DRIVE
 TAMPA, FLORIDA 33626
 TEL: (813) 403-0220
 P.S.M. No. 4697

Sheet No.: 4 of 4



Hillsborough County
PUBLIC SCHOOLS
 Preparing Students for Life

Certificate of School Concurrency

Project Name	Harney Road Townhomes
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5138
HCPS Project Number	SC-702
Parcel ID Number(s)	061328.0000
Project Location	Northeast Corner of I-75 & Harney Road
Dwelling Units & Type	56 Single-Family Attached
Applicant	Frank Valente

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	8	4	4		16

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.

Charles Andrews

Charles Andrews, AICP, CNU-A
 Manager, Planning & Siting
 Growth Management Department
 Operations Division
 E: charles.andrews1@sdhc.k12.fl.us
 P: 813.272.4429

January 8, 2020
 Date Issued