

**SUBJECT:** Orange Grove Townhomes  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** April 12, 2022  
**CONTACT:** Lee Ann Kennedy

---

**RECOMMENDATION:**

Accept the plat for recording for Orange Grove Townhomes, located in Section 09, Township 28, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Off-Site Improvement Facilities (roadway and utility connections) 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 \$225,172.19, a Warranty Bond in the amount of \$2,667.70, 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 \$2,500.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On March 27, 2019, Permission to Construct Prior to Platting was issued for Orange Grove Townhomes. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Captial Design & Engineering, Inc. and the engineer is Sycamore Engineering, Inc.

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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 22, by and between CAPITAL DESIGN & ENGINEERING, INC, 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 ORANGE GROVE TOWNHOMES (hereafter, the "Subdivision"); and

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

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

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

**WHEREAS**, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the Subdivision; and

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

ON-SITE PAVING & GRADING, UTILITIES, WATER & SANITARY, DRAINAGE AND OFFSITE IMPROVEMENTS PER ENGINEER OF RECORD.

(hereafter, the "County Improvements"); and

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with the Subdivision, within TWELVE (12) months

from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty the County Improvements constructed in connection with the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said County Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_ dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_
  - b. A Performance Bond, number GM 217129 dated, MARCH 18, 2022 with CAPITAL DESIGN & ENGINEERING INC as Principal, and GREAT MIDWEST INSURANCE COMPANY as Surety, or  
A Warranty Bond, number GM217131 dated, March 24, 2022 with Capital Design & Engineering Inc as Principal, and Great Midwest Insurance Company as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

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

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.



7. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective County Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provide that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the County improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of the final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.



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

ATTEST:

[Signature]  
Witness Signature

Tim Hamelton  
Printed Name of Witness

[Signature]  
Witness Signature

Aaron Howington  
Printed Name of Witness

Subdivider:

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

NAVID NEKOUEE  
Name (typed, printed or stamped)

CEO / PRESIDENT  
Title

6631 THORNTON PALMS DR  
TAMPA, FL 33647  
Address of Signer

770-833-4507  
Phone Number of Signer

NOTARY PUBLIC

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

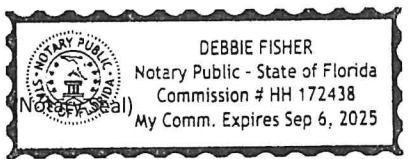
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this

21<sup>st</sup> day of March, 2022, by David Nekouee as

(day) (month) (year) (name of person acknowledging)  
CEO/President for Capital Design & Engineering, Inc.  
(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

Drivers License  
Type of Identification Produced



Debbie Fisher  
(Signature of Notary Public - State of Florida)

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

HH 172438 9/6/2025  
(Commission Number) (Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

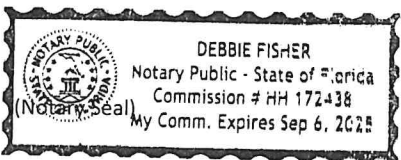
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this

21<sup>st</sup> day of March, 2022, by David Nekouee

(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

Drivers License  
Type of Identification Produced



Debbie Fisher  
(Signature of Notary Public - State of Florida)

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

HH 172438 9/6/2025  
(Commission Number) (Expiration Date)

**SUBDIVISION PERFORMANCE BOND**  
**On-site and Off-site**

**KNOW ALL MEN BY THESE PRESENTS**, That we Capital Design & Engineering Inc 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 Two Hundred Twenty Five Thousand One Hundred Seventy Two and 19/100 (\$225,172.19 ) 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 adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this 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 on-site and off-site improvements in connection with the platting of the Orange Grove Townhomes 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 associated off-site 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, hereafter the "Agreement", the terms of which require the Principal to submit an instrument ensuring completion of construction of required improvements; and

**WHEREAS**, the terms of said 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 Orange Grove 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 and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within 12 months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and
- B. If the Principal shall faithfully perform the 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, 2023.

SIGNED, SEALED AND DATED this 18 day of March, 2022.

ATTEST:

[Signature]

Capital Design & Engineering Inc  
By N. Nekoue  
Principal Seal

Great Midwest Insurance Company  
Surety Seal

ATTEST:

[Signature]

Peter Alesci, Witness

By [Signature] Kevin Wojtowicz  
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:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

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.

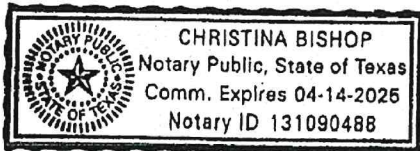


GREAT MIDWEST INSURANCE COMPANY

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 18 Day of March, 20 22.



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.

**SUBDIVISION WARRANTY BOND - OFF-SITE**

KNOW ALL MEN BY THESE PRESENTS, that we Capital Design & Engineering Inc  
\_\_\_\_\_ 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  
Two Thousand Six Hundred Sixty Seven and 70/100 (\$ 2,667.70 ) 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 adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

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

**WHEREAS**, the Principal has requested that the Board of County Commissioners of Hillsborough County accept the following off-site improvement facilities (off-site Orange Grove Off-Site Improvements- County Maintained Items hereafter referred to as the "Off-Site Improvement Facilities") constructed in conjunction with the platted subdivision known as Orange Grove Townhomes (hereafter, the "Subdivision"); and

**WHEREAS**, the subdivision regulations require as a condition of acceptance of the aforementioned Off-Site Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting said Off-Site Improvement Facilities in an amount prescribed by said subdivision 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 warranting the above- described improvements; and

**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 Off-Site Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the 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 May 12th, 2025

SIGNED, SEALED AND DATED this 24 day of March, 2022.

ATTEST:

Capital Design & Engineering Inc

W. Nekouee

Principal Signature

[Signature]  
(Seal)

ATTEST:

Great Midwest Insurance Company

[Signature]

Attorney-in-fact Signature

Kevin Wojtowicz, Attorney-In-Fact & Licensed Florida Agent

[Signature]

Peter Alesci, Witness (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:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

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 1<sup>st</sup> day of October, 2018 as follows:

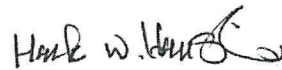
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory 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.

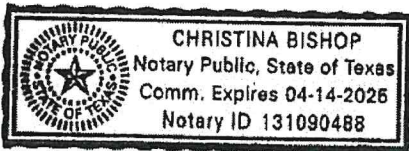



**GREAT MIDWEST INSURANCE COMPANY**

BY   
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.



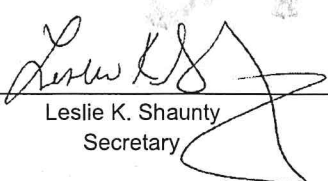
BY   
Christina Bishop  
Notary Public

**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 29 Day of March, 2021.



BY   
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.**

SYCAMORE ENGINEERING, INC.  
 8370 W. Hillsborough Avenue, Suite 205  
 Tampa, Florida 33615  
 Ph.: (813) 889-0700  
 Fax: (813) 889-0788

Date: 2/7/2022  
 Project: ORANGE GROVE TOWNHOMES  
 Hillsborough County PI# 4129  
 HILLSBOROUGH COUNTY, FL  
 SEI Project No.: S1003

**Opinion of Probable Cost (\*)(\*\*)(\*\*\*)(\*\*\*\*)**  
**Onsite & Offsite Improvements - Not Completed**

**Onsite Improvements Items:**

	Quantity	Unit	Unit Cost	Total Cost
<b>Site Preparation</b>				
Clearing, Grabbing, Dewatering & Rough Grading Had Completed				\$0.00
<b>Sub-total</b>				<b>\$0.00</b>

**ON-SITE - PAVING & GRADING**

Mobilization	1	LS	\$1,000.00	\$1,000.00
New Concrete Pavement (includes base course and subgrade)	4,450	SF	\$3.50	\$15,575.00
New Concrete Pavement (Utilities Pad & Curb side pick up)	240	SF	\$3.50	\$840.00
Curb	166	LF	\$15.50	\$2,573.00
Sod	15,400	SF	\$0.28	\$4,312.00
Sidewalk	1,325	SF	\$1.75	\$2,318.75
Silt Fence	880	LF	\$1.25	\$1,100.00
Chain Link Fence around Pond & Wetland Buffer	1	LS	\$4,500.00	\$4,500.00
Striping	1	LS	\$1,000.00	\$1,000.00
Landscape	1	LS	\$21,000.00	\$21,000.00
Irrigation	1	LS	\$12,800.00	\$12,800.00
Post Signs (HC, Stop & Yield)	3	LS	\$500.00	\$1,500.00
Postal Box & Other Miscellaneous	1	LS	\$6,500.00	\$6,500.00
<b>Sub-total</b>				<b>\$75,018.75</b>

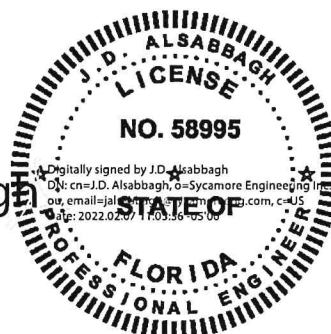
**ONSITE - UTILITIES - WATER SYSTEM**

3/4" PVC Line	40	LF	\$5.00	\$200.00
2" PVC Line	500	LF	\$8.00	\$4,000.00
1.5" PVC Line	120	LF	\$6.50	\$780.00
Fittings	1	LS	\$5,000.00	\$5,000.00
Gate valves	8	EA	\$50.00	\$400.00
Backflow Preventer	1	EA	\$5,500.00	\$5,500.00
Fittings	1	LS	\$5,000.00	\$5,000.00
Water Line Wet Connection	1	EA	\$10,000.00	\$10,000.00
<b>Sub-total</b>				<b>\$30,880.00</b>

**ONSITE - UTILITIES - SANITARY SEWER SYSTEM**

3" PVC Force main	15	LF	\$22.00	\$330.00
8" PVC Gravity Sewer	121	LF	\$42.00	\$5,082.00
Sanitary Manhole	2	EA	\$2,400.00	\$4,800.00
4" Tapping Sleeve and Valve	1	EA	\$2,000.00	\$2,000.00
3" Plug Valve	1	EA	\$400.00	\$400.00
Cleanouts	6	EA	\$300.00	\$1,800.00
Lift Station	1	LS	\$22,600.00	\$22,600.00
<b>Sub-total</b>				<b>\$37,012.00</b>

J.D. Alsabbagh





**ONSITE - DRAINAGE**

Pond Final Grading and Sod	1	LS	\$2,500.00	\$2,500.00
Manhole Type "P"	2	EA	\$2,800.00	\$5,600.00
Type "C" Inlet	1	EA	\$2,700.00	\$2,700.00
Storm Drain ADS Type (15" & 10" with fitting)	1	LS	\$8,500.00	\$8,500.00
6" ADS Pipe (roof drains)	180	LF	\$27.00	\$4,860.00
Stormwater Cleanout	2	EA	\$120.00	\$240.00
Mitered End Section	5	EA	\$1,750.00	\$8,750.00
<b>Sub-total</b>				<b>\$33,150.00</b>

**Onsite Improvements Items:**

**OFFSITE - ITEMS NOT COMPLETED**

Maintenance of Traffic	1	LS	\$500.00	\$500.00
New Concrete Pavement within driveway (includes base course and subgrade)	440	SF	\$4.50	\$1,980.00
Sidewalk	480	SF	\$1.75	\$840.00
Detectable Warning Surface (include 2 from Orange Grove)	2	EA	\$150.00	\$300.00
18" RCP	163	LF	\$45.00	\$7,335.00
Mitered End	2	ES	\$800.00	\$1,600.00
Sod	180	SF	\$0.40	\$72.00
Striping	1	LS	\$550.00	\$550.00
Fire Hydrant & Water Line	1	LS	\$2,200.00	\$2,200.00
FM Connection (Jack & Bore FM, Plug valves, and fittings)	1	LS	\$11,800.00	\$11,800.00
<b>Sub-total</b>				<b>\$27,177.00</b>

**Performace Bond Calculation & Percentage**

**SURTY BOND CALCULATIONS**

Onsite & Offsite Performace Bond	1.25	LS	\$203,237.75	\$254,047.19
<b>Sub-total Surety Bond</b>				<b>\$254,047.19</b>

<b>TOTAL REQUIRED SURTY BOND</b>	<b>\$254,047.19</b>
----------------------------------	---------------------

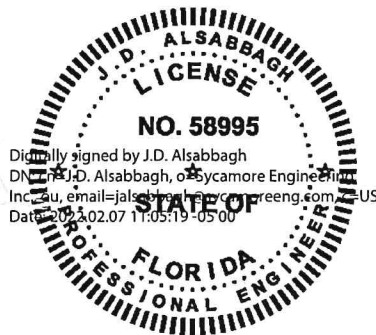
(\* ) Unit price on this estimate may vary based on location and contractor and time of bid. These unit price represents the best ability of the engineer to get the cost estimate as accurate as possible.

(\*\* ) Quantities are approximate and based on Site Plan at the above date. Any revision to the site after ward required OPC revision.

(\*\*\*) Landscape and Irrigation OPC is approximate since price of plants are fluctuate daily based on nursery location and demand.

(\*\*\*\*) The list above are approximate to what had not been completed onsite which quantity taken during recent visit.

J.D. Alsabbagh



SYCAMORE ENGINEERING, INC.  
 8370 W. Hillsborough Avenue, Suite 205  
 Tampa, Florida 33615  
 Ph.: (813) 889-0700  
 Fax: (813) 889-0788

Date: 2/7/2022  
 Project: ORANGE GROVE TOWNHOMES  
 Hillsborough County Pl# 4129  
 HILLSBOROUGH COUNTY, FL  
 SEI Project No.: S1003

Opinion of Probable Cost (\*) (\*\*)(\*\*)(\*\*)(\*\*)(\*\*)

Offsite Improvements - County Maintained Items

	Quantity	Unit	Unit Cost	Total Cost
<b>OFF-SITE - Orange Grove</b>				
New Concrete Pavement within driveway (includes base course and subgrade)	440	SF	\$4.50	\$1,980.00
Sidewalk	480	SF	\$1.75	\$840.00
Detectable Warning Surface (include 2 from Kings Road)	2	EA	\$150.00	\$300.00
18" RCP	163	LF	\$45.00	\$7,335.00
Mitered End	2	ES	\$800.00	\$1,600.00
Sod	180	SF	\$0.40	\$72.00
Striping	1	LS	\$550.00	\$550.00
Fire Hydrant & Water Line	1	LS	\$2,200.00	\$2,200.00
FM Connection (Jack & Bore FM, Plug valves, and fittings)	1	LS	\$11,800.00	\$11,800.00
<b>Sub-total</b>				<b>\$26,677.00</b>

Surety Bond Calculation & Percentage

**SURTY BOND CALCULATIONS**

County maintained infrastructures Offsite 10%	0.10	LS	\$26,677.00	\$2,667.70
<b>Sub-total Surety Bond</b>				<b>\$2,667.70</b>

<b>TOTAL REQUIRED SURTY BOND</b>	<b>\$2,667.70</b>
----------------------------------	-------------------

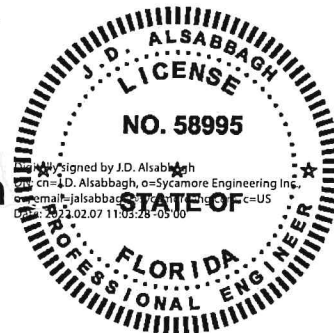
(\*) Unit price on this estimate may vary based on location and contractor and time of bid. These unit price represents the best ability of the engineer to get the cost estimate as accurate as possible.

(\*\*) Quantities are approximate and based on Site Plan at the above date. Any revision to the site after ward required OPC revision.

(\*\*\*) Landscape and Irrigation OPC is approximate since price of plants are fluctuate daily based on nursery location and demand.

(\*\*\*\*) The list above are approximate to what had not been completed onsite which quantity taken during recent visit.

J.D. Alsabbagh



Digitally signed by J.D. Alsabbagh  
 cn=J.D. Alsabbagh, o=Sycamore Engineering Inc,  
 email=jalsabbagh@sycamore-engineering.com, c=US  
 Date: 2022.02.07 11:05:28 -0500

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CAPITAL DESIGN & ENGINEERING INC, 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 ORANGE GROVE TOWNHOMES (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 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 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 GM217130 dated, \_\_\_\_\_ MARCH 18th, 2022 with CAPITAL DESIGN & ENGINEERING INC as Principal, and MIDWEST INSURANCE COMPANY 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:

[Signature]  
Witness Signature

Toni Honeka  
Printed Name of Witness

[Signature]  
Witness Signature

Aaron Howington  
Printed Name of Witness

Subdivider:

By N. Nekouee  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

NAVID NEKOUEE  
Name (typed, printed or stamped)

CEO / PRESIDENT  
Title

6631 THORNTON PALMS DR  
TAMPA, FL 33647  
Address of Signer

770-833-4507  
Phone Number of Signer

NOTARY PUBLIC

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

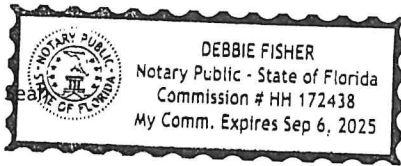
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of March, 2022, by Navid Nekouee as CEO/President for Capital Design & Engineering, Inc.

Personally Known OR  Produced Identification

Driver's License  
Type of Identification Produced

Debbie Fisher  
(Signature of Notary Public - State of Florida)

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



HH 172438  
(Commission Number)

9/6/2022  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

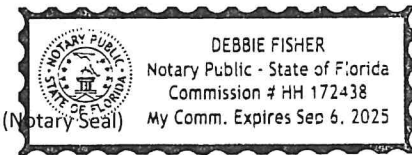
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of March, 2022, by Navid Nekouee

Personally Known OR  Produced Identification

Drivers License  
Type of Identification Produced

Debbie Fisher  
(Signature of Notary Public - State of Florida)

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



HH 172438  
(Commission Number)

9/6/2025  
(Expiration Date)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

1410 N. Westshore Blvd. Ste. 800

Tampa, FL 33607

Phone: 813-228-0555

Fax: 866 596-8764

**OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT**

Agent File No.: 21-1201

File No: 21191539

UNITY ONE LLC  
3550 Buschwood Park Drive  
Suite 150  
TAMPA, FL 33618  
Phone: 813-282-8485

ATTN: \_\_\_\_\_

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

**Legal Description:**

**From the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 9, Township 28 South, Range 18 East, Hillsborough County, Florida; run South 220 feet, along the East boundary of said Northeast 1/4 of the Southeast 1/4 for a point of beginning; thence West 185 feet; thence South 216.90 feet; thence Northeasterly 199.57 feet, in a straight line to a point on the East boundary of said Northeast 1/4 of the Southeast 1/4 a distance of 142 feet South of the Point of Beginning; thence North 142 feet to the Point of Beginning, LESS the East 25 feet thereof for road right-of-way.**

**Current Owner and Record Title Holder:** CAPITAL DESIGN & ENGINEERING, INC., A FLORIDA CORPORATION

**Current Encumbrances:**

1. Grant of Easement Instrument No. 2021-481601; This appears to be a utility easement recently recorded by the current owner to Tampa Electric Company.
2. Notice of Commencement Instrument No. 2021-514166; This appears to be a notice of commencement recently recorded by the current owner to protect the current owner's rights, who is also developing the property

**Period Searched:**

From February 7, 1963 to December 18, 2021 @ 08:00 A.M..



**Tax Information:**

Tax ID           U-09-28-18-ZZZ-000000-83720.0  
Number:

2021 Taxes are Paid  
Back Taxes: None

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

*This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.*

**Date: February 4, 2022**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

---

Authorized Signatory



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 Orange Grove 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 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** May 12, 2023

SIGNED, SEALED AND DATED this 18 day of March, 2022.

ATTEST:



Peter Alesci, Witness

Capital Design & Engineering Inc

BY: 

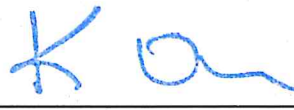
PRINCIPAL (SEAL)

Great Midwest Insurance Company

SURETY (SEAL)

ATTEST:



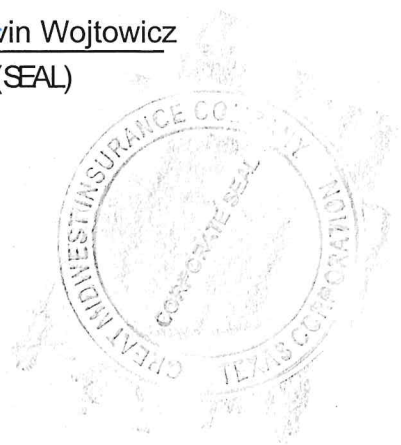
 Kevin Wojtowicz

ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 

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:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

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.

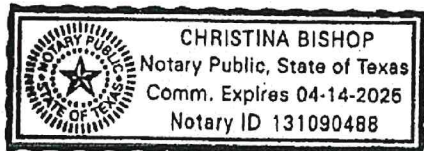


GREAT MIDWEST INSURANCE COMPANY

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 18 Day of March, 2022.



[Faint corporate seal in background]
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.





# ORANGE GROVE TOWNHOMES

LYING IN SECTION 9, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA

**LEGAL DESCRIPTION:**  
A QUANTITATIVELY DESCRIBED AS:

LYING IN SECTION 9, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:  
COMMENCE AT THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 18 EAST, THENCE S90°42'26"W ALONG THE EAST BOUNDARY OF SAID SECTION 9, A DISTANCE OF 221.47 FEET; THENCE N88°53'49"W, A DISTANCE OF 25.93 FEET TO THE POINT OF BEGINNING; THENCE S09°38'22"W ALONG THE WEST RIGHT OF WAY LINE OF ORANGE GROVE DRIVE, A DISTANCE OF 152.40 FEET; THENCE S09°03'07"W, A DISTANCE OF 171.31 FEET; THENCE N00°38'22"E, A DISTANCE OF 216.72 FEET; THENCE S88°53'49"E, A DISTANCE OF 139.30 FEET TO THE POINT OF BEGINNING.

CONTAINING: 29406.49 SQUARE FEET OR 0.675 ACRES, MORE OR LESS.

**DEDICATION:**

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DOES HEREBY DEDICATE THIS PLAT OF ORANGE GROVE TOWNHOMES FOR RECORD. FURTHER, THE OWNER DOES HEREBY GRANT TO THE PUBLIC THE FOLLOWING RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY SHOWN HEREON AS TRACT "A" (SEENA DRIVE) ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PRIVATE, AND ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, AS ACCESS FOR INGRESS AND EGRESS OF LOT OWNERS AND THEIR GUESTS AND INVITEES, SAID RIGHT OF ACCESS FOR INGRESS AND EGRESS WILL EXTEND TO LOT OWNERS WITHIN ALL PHASES AND UNITS, BOTH EXISTING AND FUTURE, OF THIS DEVELOPMENT.

OWNER HEREBY GRANTS TO HILLSBOROUGH COUNTY GOVERNMENT AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY WITHIN TRACT "A", AS SHOWN HEREON FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

OWNER HEREBY GRANTS TO PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA, WATER AND SEWER, AND OTHER PUBLIC AND QUASI-PUBLIC UTILITIES, A NON-EXCLUSIVE ACCESS/EASEMENT OVER AND ACROSS AND A NON-EXCLUSIVE UTILITY EASEMENT OVER, ACROSS, AND UNDER THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY WITHIN TRACT "A", AND THE AREAS THEREABOUTS, FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, AND MAINTENANCE OF UTILITIES AND RELATED PURPOSES, FOR THE BENEFIT OF THE LOT OWNERS HEREIN.

TRACTS "B" & "C" ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION FOR PRIVATE DRAINAGE, WALL, FENCE, UTILITY AND LANDSCAPE BUFFER PURPOSES, AS SHOWN HEREON, AND SHALL REMAIN PRIVATELY OWNED AND MAINTAINED BY THE ORANGE GROVE TOWNHOMES HOMEOWNERS ASSOCIATION, INC. A NOT FOR PROFIT CORPORATION FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE SUBDIVISION.

THE PRIVATE DRAINAGE UTILITY, AND LANDSCAPING EASEMENTS, AS SHOWN HEREON, ARE HEREBY GRANTED TO THE ORANGE GROVE TOWNHOMES HOMEOWNERS ASSOCIATION, INC. A NOT FOR PROFIT CORPORATION FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE SUBDIVISION FOR STORM AND SURFACE WATER DRAINAGE DETENTION AND RETENTION UTILITY, AND LANDSCAPING PURPOSES. THE OWNER, THE HOMEOWNER'S ASSOCIATION OR A SIMILAR PERPETUAL MAINTENANCE ENTITY, SHALL CONSTRUCT, OPERATE AND MAINTAIN THE DRAINAGE FACILITIES AND RELATED IMPROVEMENTS WITHIN THE SUBDIVISION.

**OWNER:**  
CAPITAL DESIGN AND ENGINEERING, INC.,  
A FLORIDA CORPORATION

**WITNESS:**

**BY:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER:**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY DAVID MELOUZE, AS PRESIDENT OF CAPITAL DESIGN AND ENGINEERING, INC., WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION AND WHO DID/DID NOT TAKE AN OATH.

**NOTARY SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**COMMISSION NUMBER:** \_\_\_\_\_  
**COMMISSION EXPIRES:** \_\_\_\_\_

**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 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  
\_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_, TIME \_\_\_\_\_  
CLERK FILE NUMBER \_\_\_\_\_

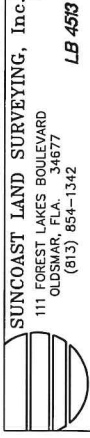
**BOARD OF COUNTY COMMISSIONERS**  
THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

**CHAIRMAN** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

**SURVEYOR'S CERTIFICATION**  
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; AND THAT PERMANENT REFERENCE MONUMENTS (PRMS) WERE SET ON THE 8TH DAY OF DECEMBER, 2021, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCPs) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

BY KYLE MCCLUNG, LICENSE# 7177  
COMPANY SUNCOAST LAND SURVEYING, INC. LB# 4513  
111 FOREST LAKES BOULEVARD, OLDSMAR, FL 34677  
(813) 854-1342







## Certificate of School Concurrency

Project Information

<b>Project Name</b>	Orange Grove TH
<b>Jurisdiction</b>	Hillsborough County
<b>HCPS Project Number</b>	533
<b>Date/Time application deemed complete</b>	March 6, 2018
<b>Jurisdiction Project Number</b>	4129
<b>Parcel ID Number</b>	019402.0000
<b>Project Location</b>	Orange Grove Drive and W. Fletcher
<b>Total Dwelling Units</b>	8
<b>Unit Type(s)</b>	Single Family Attached
<b>Applicant</b>	High Point Trust Services, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	2	1	1		4
Notes:					

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

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

Lorraine Duffy Suarez, AICP  
 General Manager  
 Growth Management & Planning

March 7, 2018  
 Date Issued