

SUBJECT: Vivir Subdivision fka Bloomingdale Redstone **PI#6131**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Vivir Townhomes fka Bloomingdale Redstone, located in Section 06, Township 30, and Range 21. Accept a Performance Bond in the amount of \$3,152,540.28 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 \$15,400.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance – Placement of Lot Corners.

School Concurrency was approved and there is existing capacity for the subdivision.

BACKGROUND:

On March 27, 2023, Permission to Construct Prior to Platting was issued for Vivir Townhomes fka Bloomingdale Redstone, after construction plan review was completed on February 20, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Vivir, LLC, and the engineer is LevelUp Consulting, LLC.

**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this _____ day of _____, 20_____, by and between Vivir, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Vivir Subdivision, hereafter referred to as the "Subdivision" ; and

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

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

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of 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, 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 Systems | <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: _____; and | | |

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


1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted 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, 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 the 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 _____,
 - b. A Performance Bond, number 100229713 dated, 10/3/2023 _____ with Vivir, LLC _____ as Principal, and _____ Merchants National Bonding Inc as Surety, or _____
 - 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 and warranty bonds, escrow agreements, or cashier/certified checks is 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 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 this Agreement, effective as of the date set forth above.

ATTEST:

Subdivider:



Witness Signature

By 

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

Levi Bernstein

Printed Name of Witness

Andrew B. Lahr

Name (typed, printed or stamped)



Witness Signature

Authorized Rep, Vivir LLC

Title



Printed Name of Witness

1828 Central Ave, Indianapolis, IN 46202

Address of Signer
317-656-9000

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

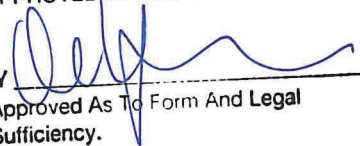
CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF ~~FLORIDA~~ **IN**
COUNTY OF ~~HILLSBOROUGH~~ **marion**

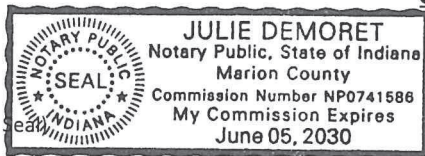
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
6th day of December, _____, by Andrew B Lahr as
(day) (month) (year) (name of person acknowledging)
Authorized Rep _____ for Vivir LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Julie Demoret
(Signature of Notary Public - State of ~~Florida~~ **IN**)

Type of Identification Produced

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



(Notary Seal)

NP0741586
(Commission Number)

6/5/2030
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we Vivir, LLC

_____ called the Principal, and Merchants National Bonding, Inc.

_____ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of THREE MILLION ONE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED FOURTY AND TWENTY EIGHT CENTS (\$ \$3,152, 540.28) Dollars for the payment of which

sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting of the Vivir subdivision; and

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

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Vivir subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 3rd day of October, 2023.

Vivir, LLC

ATTEST:

[Handwritten Signature]

By [Handwritten Signature]
Principal Seal
Andrew B. Lahr, Authorized Rep.

Merchants National Bonding, Inc.
Surety Seal

ATTEST:

[Handwritten Signature]

By [Handwritten Signature]
Attorney-In-Fact Seal
Theresa Hintzman

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James H Martin; James T Smith; Jason D Cromwell; Jennifer Edwards; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; M Lacrosse; Raymond M Hundley; Susan Ritter; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

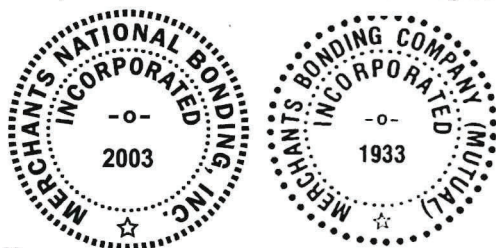
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

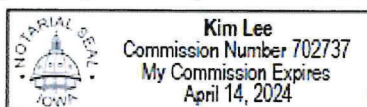


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

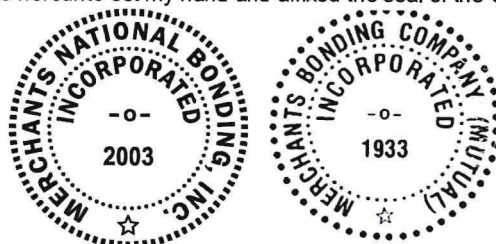



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of October, 2023




Secretary

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Vivir, LLC, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as
Vivir Subdivision (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 100229714 dated, 10/3/2023 with Vivir, LLC as Principal, and Merchants National Bonding Inc as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

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

ATTEST:

Subdivider:

[Signature]
Witness Signature

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

Levi Bernstein
Printed Name of Witness

Andrew B Lahr
Name (typed, printed or stamped)

[Signature]
Witness Signature

Authorized Rep, Vivir LLC
Title

POLLIN HORNBAKER
Printed Name of Witness

1828 Central Ave, Indianapolis, IN 46202
Address of Signer

317-656-9000
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~~ **IN**
COUNTY OF ~~HILLSBOROUGH~~ **Marion**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of December, 2023, by Andrew B Lahr as

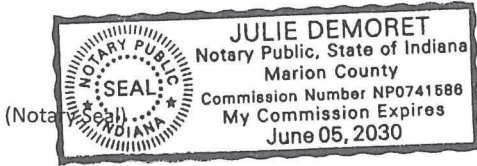
Authorized Rep for Vivir LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Julie Demoret
(Signature of Notary Public - State of ~~Florida~~ **IN**)

Type of Identification Produced

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



NP0741586 6/5/2030
(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 _____ day of _____, _____, by _____.

Personally Known OR Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Vivir, LLC

_____ called the Principal, and _____
Merchants National Bonding, Inc. _____ called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of SIX THOUSAND
TWO HUNDRED FIFTY DOLLARS (\$ 6,250.00) 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 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, pursuant to these subdivision regulations 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 Vivir Subdivision _____ are to be installed after recordation of said plat under guarantees posted with the County; and

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

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners 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 installation of the required lot corners; and

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Vivir Subdivision 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 Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 3rd day of October, 2023.
Vivir, LLC

ATTEST:
[Signature]

BY: [Signature]
PRINCIPAL (SEAL)
Andrew B. Cahill, Authorized Rep.

Merchants National Bonding, Inc.
SURETY (SEAL)

ATTEST:
[Signature]

Theresa Hintzman
ATTORNEY-IN-FACT (SEAL)
Theresa Hintzman

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James H Martin; James T Smith; Jason D Cromwell; Jennifer Edwards; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; M Lacrosse; Raymond M Hundley; Susan Ritter; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

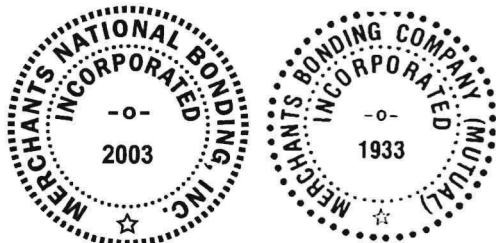
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

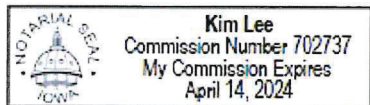


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

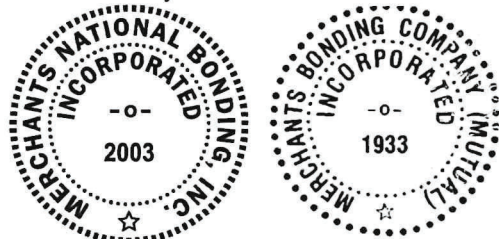



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of October, 2023




Secretary

Vivir Townhomes

Performance Bond Calculation

Construction costs for the streets, drainage, potable water and sanitary sewer system


SUMMARY

Paving	\$571,135.24
Water	\$381,765.96
Wastewater	\$447,304.03
Drainage	\$1,121,826.99
Total	\$2,522,032.22

Performance Bond Amount (125% of total)

\$3,152,540.28





Kyle Glorioso, P.E.
Florida License # 88699

PAVING

Item	Quantity	Unit	Unit Price	Total
6" ROAD BASE CRUSHED CONCRETE	7933	SY	\$ 17.99	\$ 142,714.67
1/2" SP-12.5 ASPHALT	7933	SY	\$ 18.80	\$ 149,140.40
12' STABALIZED SUBGRADE	7933	SY	\$ 11.72	\$ 92,974.76
MIAMI CURB	5536	LF	\$ 19.57	\$ 108,339.52
F CURB	1053	LF	\$ 29.31	\$ 30,863.43
D CURB	630	LF	\$ 23.31	\$ 14,685.30
BACK OF CURB SODDING (BAHIA)	1444	SY	\$ 2.89	\$ 4,173.16
SOD IN ROW (BAHIA)	400	SY	\$ 9.57	\$ 3,828.00
LANDSCAPE REPAIR	1	LS	\$ 6,150.13	\$ 6,150.13
SIGNAGE AND STRIPING	1	LS	\$ 18,265.87	\$ 18,265.87
		TOTAL		\$ 571,135.24

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
3" MASTER METER BACKFLOW PREVENTER	1	EA	\$ 35,141.70	\$ 35,141.70
6" DIP WM	10	LF	\$ 55.00	\$ 550.00
6" DR-18 PVC WM	3472	LF	\$ 38.86	\$ 134,921.92
6" POTABLE WATER GATE VALVES	15	EA	\$ 1,753.92	\$ 26,308.80
CONNECT TO EXISTING 6" WATER-MAIN	1	EA	\$ 7,990.95	\$ 7,990.95
WATER SERVICES SINGLE SHORT	55	EA	\$ 572.07	\$ 31,463.85
WATER SERVICES SINGLE LONG	27	EA	\$ 738.76	\$ 19,946.52
PERMANENT BLOWOFF ASSEMBLY	4	EA	\$ 1,766.16	\$ 7,064.64
FIRE HYDRANT ASSEMBLY	1	EA	\$ 7,263.85	\$ 7,263.85
SAMPLE POINTS	5	EA	\$ 1,127.51	\$ 5,637.55
TEMP CONSTRUCTION METER	1	EA	\$ 19,977.64	\$ 19,977.64
POTABLE WATER TESTING AND CLORINATION	3472	LF	\$ 4.09	\$ 14,200.48
LIFTSTATION WATER SERVICE	1	LS	\$ 7,757.35	\$ 7,757.35
12' PVC FIRE LINE	268	LF	\$ 217.16	\$ 58,198.88
CHLORINE INJECTION POINTS	1	EA	\$ 564.89	\$ 564.89
CONNECT TO EXISTING 12" FIRE	1	EA	\$ 4,776.94	\$ 4,776.94
			TOTAL	\$ 381,765.96

SANITARY SEWER

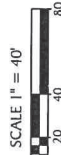
Item	Quantity	Unit	Unit Price	Total
GRAVITY				
8" SDR 26 SEWER MAIN (0' - 6' DEPTH)	492	LF	\$ 38.56	\$ 18,971.52
8" SDR 26 SEWER MAIN (6' - 8' DEPTH)	1963	LF	\$ 39.70	\$ 77,931.10
8" SDR 26 SEWER MAIN (8' -10' DEPTH)	462	LF	\$ 42.43	\$ 19,602.66
MANHOLE (4 - 6 FT) (UNLINED)	8	EA	\$ 5,493.78	\$ 43,950.24
MANHOLE (6 - 8 FT) (UNLINED)	4	EA	\$ 6,302.55	\$ 25,210.20
MANHOLE (8 - 10 FT)	2	EA	\$ 9,638.09	\$ 19,276.18
SINGLE SERVICE ASSEMBLY	16	EA	\$ 1,414.20	\$ 22,627.20
DOUBLE SERVICE ASSEMBLY	33	EA	\$ 1,773.33	\$ 58,519.89
LIFT STATION FIBERGLASS - PRIVATE	1	EA	\$ 109,588.61	\$ 109,588.61
INFILTRATION/EXFILTRATION TESTING	1	LS	\$ 7,791.37	\$ 7,791.37
SEWER MAIN TESTING	2917	LF	\$ 6.00	\$ 17,502.00
FORCE MAIN				
FM PE PIPE 2"	472	LF	\$ 45.80	\$ 21,617.60
FM 2" PLUG VALVE	2	EA	\$ 925.21	\$ 1,850.42
FORCE MAIN TESTING	472	LF	\$ 6.07	\$ 2,865.04
			TOTAL	\$ 447,304.03

STORM DRAINAGE

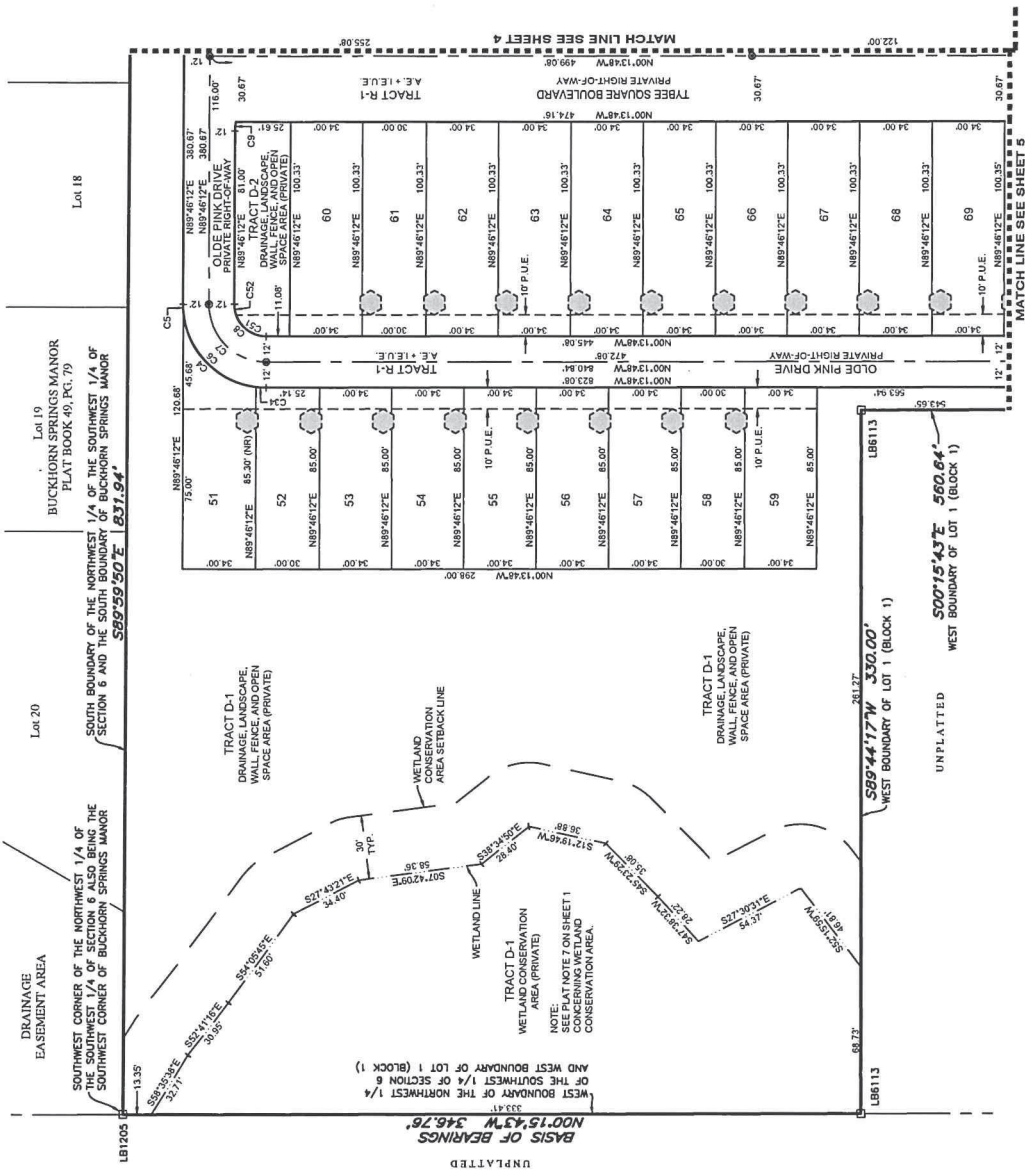
Item	Quantity	Unit	Unit Price	Total
HDPE 12" YARD DRAIN	443	LF	\$ 46.54	\$ 20,617.22
HDPE HP 15"	191	LF	\$ 60.58	\$ 11,570.78
HDPE HP 18"	53	LF	\$ 62.94	\$ 3,335.82
RCP 15"	783	LF	\$ 57.62	\$ 45,116.46
RCP 18"	417	LF	\$ 70.85	\$ 29,544.45
RCP 24"	1188	LF	\$ 97.67	\$ 116,031.96
HDPE MES 15"	2	EA	\$ 4,342.44	\$ 8,684.88
RCP MES 24"	2	EA	\$ 2,142.49	\$ 4,284.98
CONTROL STRUCTURE TYPE C	1	EA	\$ 11,814.13	\$ 11,814.13
SMART BOX	1	EA	\$ 18,106.14	\$ 18,106.14
YARD DRAIN	6	EA	\$ 1,799.10	\$ 10,794.60
STORM MANHOLE TYPE P	6	EA	\$ 5,868.86	\$ 35,213.16
TYPE V INLET GUTTER	21	EA	\$ 8,144.32	\$ 171,030.72
HC TYPE 1 CURB INLET	4	EA	\$ 7,360.09	\$ 29,440.36
DEWATER STORM PIPE	1	LS	\$ 8,459.73	\$ 8,459.73
TV / LASER PROFILE - STORM DRAINAGE	2632	LF	\$ 4.22	\$ 11,107.04
STORMTECH VAULT 1/2	1	LS	\$ 575,074.20	\$ 575,074.20
UNDERDRAIN - CPP PERF PIPE WITH SOCK 6"	215	LF	\$ 44.50	\$ 9,567.50
UNDERDRAIN CLEANOUT - 6" REPLACE / CONFLICT	2	EA	\$ 1,016.43	\$ 2,032.86
			TOTAL	\$ 1,121,826.99

VIVIR SUBDIVISION

BEING A REPLAT OF LOT 1, BLOCK 1, CREST POINTE LOT 4 AS RECORDED IN PLAT BOOK 144, PAGE 284, LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



SEE PLAT NOTE 1 ON SHEET 1 FOR BASIS OF BEARINGS



NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C4	39.00'	77°57'26"	33.06'	49.06'	S45°54'15"W
C5	39.00'	4°53'14"	3.33'	3.33'	S87°19'35"W
C6	39.00'	90°00'00"	61.26'	55.15'	S44°46'12"E
C7	27.00'	90°00'00"	42.41'	36.18'	N44°46'12"E
C8	15.00'	90°00'00"	23.56'	21.21'	S44°46'12"E
C9	20.50'	127°12'09"	4.37'	4.36'	N84°07'44"W
C34	39.00'	7°09'20"	4.87'	4.87'	S03°20'52"W
C51	15.00'	70°31'44"	18.46'	17.32'	S35°02'04"W
C52	15.00'	19°28'16"	5.10'	5.07'	S80°02'04"W

- LEGEND:**
- SET (P.R.M) PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT WITH DSK LB7768.
 - EXISTING (C.P.) PERMANENT CONTROL POINT, MAG NAIL & DSK LB7768
 - PERMANENT CONCRETE MONUMENT PPH LB1259
 - (NR) NON-RADIAL LINE
 - D.B. OFFICIAL RECORDS BOOK
 - C.P.B. CONCRETE PERMANENT MONUMENT
 - P.C. PLAT BOOK
 - P.V. PLAT BOOK
 - P.V. PLAT BOOK
 - DA OVERALL
 - C.C.R. CERTIFIED CORNER RECORD
 - A.E. ACCESS EASEMENT AND/ OR INGRESS/EGRESS AND UTILITY EASEMENT
 - 1" = 4" SEE DETAIL SHEET 2 FOR SIDE YARD EASEMENTS

PARALLEL OFFSET LINE EASEMENTS, BUFFERS AND SETBACKS SHALL BE MEASURED TO THE PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE 5 UTILITY DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE 5' = 5.00' (IE 1.75' = 1.75'))

GeoPoint Surveying, Inc.
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 www.geopointsurveying.com
 Licensed Business Number LB 7768

VIVIR SUBDIVISION

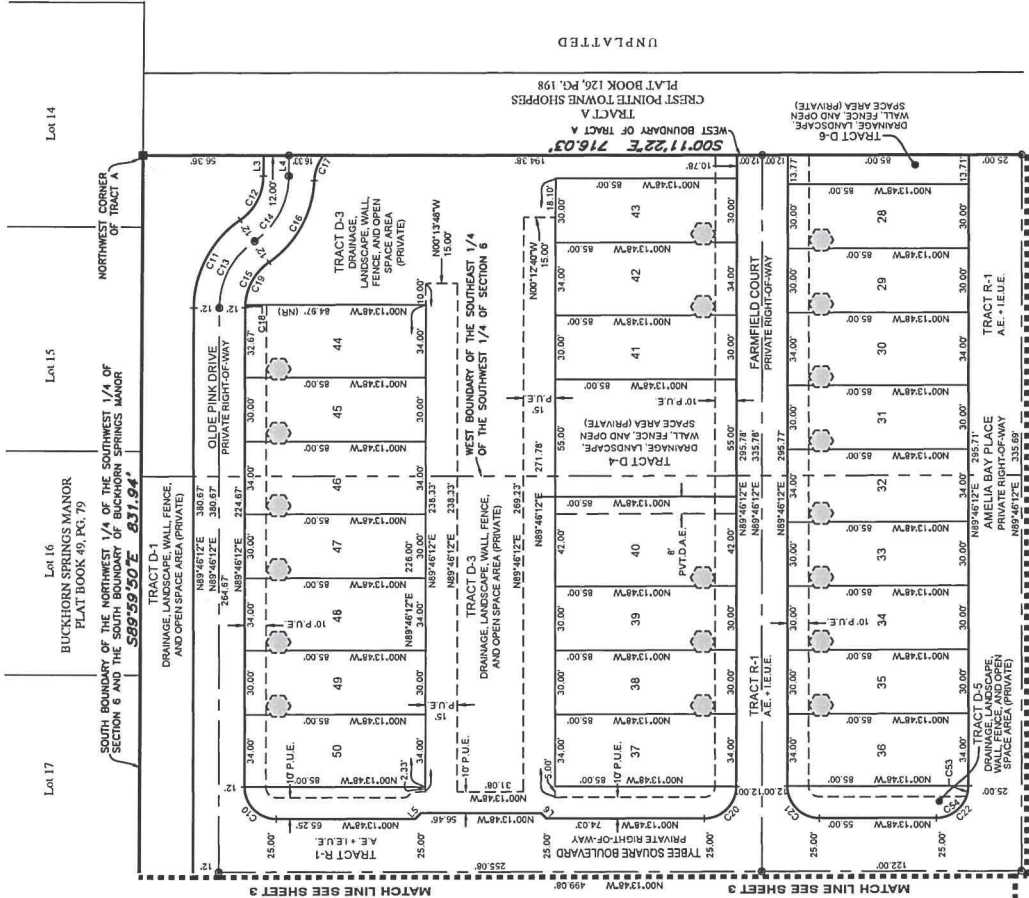
BEING A REPLAT OF LOT 1, BLOCK 1, CREST POINTE LOT 4 AS RECORDED IN PLAT BOOK 144, PAGE 284, LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



SCALE 1" = 40'



SEE PLAT NOTE 1 ON SHEET 1 FOR BASIS OF BEARINGS



LINE DATA TABLE

NO.	BEARING	LENGTH
L3	N89°48'30"E	9.59'
L4	N85°48'38"E	9.59'
L5	N45°13'48"W	3.77'
L6	N44°46'12"E	3.77'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C10	15.00'	90°00'00"	23.56'	21.21'	S44°46'12"W
C11	50.00'	55°21'39"	48.31'	46.45'	N62°32'58"W
C12	25.00'	55°19'13"	24.14'	23.21'	S62°31'45"E
C13	38.00'	52°13'39"	36.72'	35.31'	S62°32'58"E
C14	37.00'	55°19'13"	35.72'	34.35'	S62°31'45"E
C15	28.00'	52°13'39"	25.12'	24.16'	N62°32'58"W
C16	49.00'	52°45'49"	45.12'	43.55'	S61°15'02"E
C17	20.50'	35°40'41"	12.77'	12.56'	N69°47'35"W
C18	26.00'	2°56'19"	1.33'	1.33'	N88°45'39"W
C19	26.00'	52°25'21"	23.79'	22.97'	N61°04'49"W
C20	15.00'	90°00'00"	23.56'	21.21'	S45°13'48"E
C21	15.00'	90°00'00"	23.56'	21.21'	S44°46'12"W
C22	15.00'	90°00'00"	23.56'	21.21'	S45°13'48"E
C23	15.00'	192°26'16"	5.10'	5.07'	S80°29'40"E
C24	15.00'	70°31'44"	18.46'	17.32'	S35°29'40"E

- LEGEND:
- SET (P.R.M) PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT WITH DISK LEFTHAND CONTROL POINT, MAG NAIL & DISK RHTHAND
 - FOUND 4"x4" CONCRETE MONUMENT PRIM LB1205
 - NON-RADIAL LINE
 - OFFICIAL RECORDS BOOK
 - PLAT BOOK
 - CONDOMINIUM PLAT BOOK
 - PAGE
 - PLAT
 - UTILITY EASEMENT
 - PRIVATE DRAINAGE AND ACCESS EASEMENT
 - P.V.T.D.A.E.
 - OVERALL
 - CORNER RECORDS
 - C.E.R.-I.E.U.E. --- ACCESS EASEMENT AND INGRESS/EGRESS ANNOTILITY EASEMENT
 - SEE DETAIL SHEET 2 FOR SIDE YARD EASEMENTS

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND DIMENSIONS EXTENDED TO THE NEAREST DIMENSION WITHIN A FOOT WITH NO GREATER OR LESSER VALUE (E.P. - 805/162.PP - 7/20)

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VIVIR SUBDIVISION

BEING A REPLAT OF LOT 1, BLOCK 1, CREST POINTE LOT 4 AS RECORDED IN PLAT BOOK 144, PAGE 284, LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

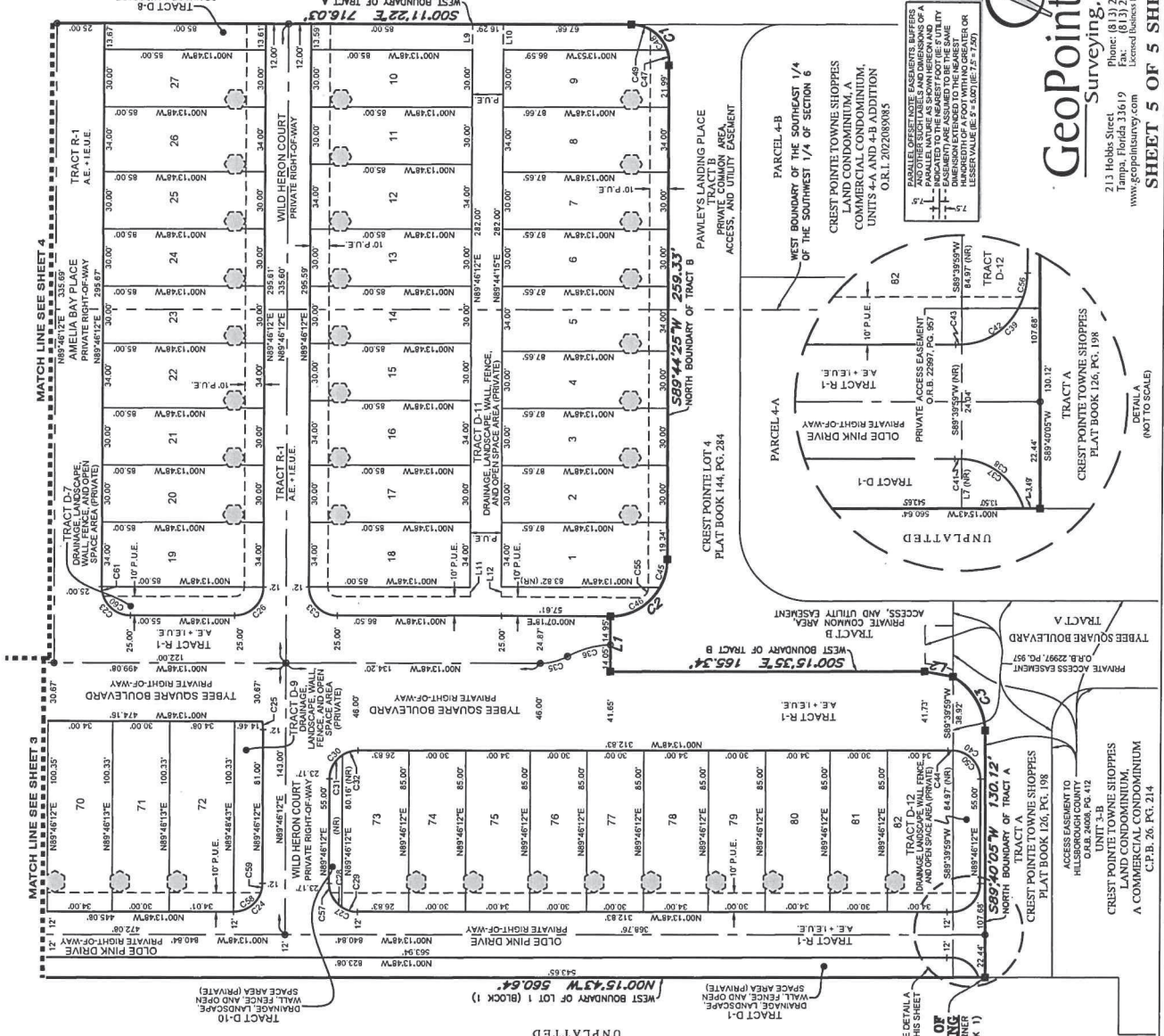
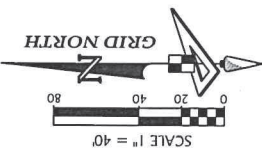
LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S89°44'25"W	29.00'
L2	S107°44'44"W	15.30'
L3	S89°39'59"W	10.43'
L4	N89°46'12"E	13.53'
L10	N89°44'17"E	13.52'
L11	N89°46'12"E	5.00'
L12	N89°46'12"E	5.00'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	20.08'	93°53'11"	32.90'	29.34'	S46°19'45"W
C2	30.00'	90°00'00"	47.12'	42.43'	N45°19'35"W
C3	34.63'	S6°52'19"	34.37'	32.88'	S96°39'40"W
C4	15.00'	90°00'00"	23.56'	21.21'	S44°16'12"W
C5	15.00'	90°00'00"	23.56'	21.21'	S45°13'46"E
C6	15.00'	90°00'00"	23.56'	21.21'	S45°13'46"E
C7	15.00'	90°00'00"	23.56'	21.21'	S44°16'12"W
C8	15.00'	37°32'24"	9.83'	9.85'	S51°31'44"W
C9	15.00'	32°59'20"	8.64'	8.52'	S16°15'52"W
C10	15.00'	90°00'00"	23.56'	21.21'	N45°13'48"W
C11	15.00'	57°00'40"	14.93'	14.32'	N61°43'28"W
C12	15.00'	32°59'20"	8.64'	8.52'	N16°43'28"W
C13	15.00'	90°00'00"	23.56'	21.21'	S44°16'12"W
C14	30.00'	28°31'50"	14.94'	14.78'	S14°29'43"E
C15	50.00'	27°02'35"	23.60'	23.39'	N51°14'10"W
C17	15.00'	69°22'57"	18.16'	17.07'	N37°23'20"E
C18	15.00'	72°18'36"	18.93'	17.70'	N35°55'30"E
C19	15.00'	90°00'00"	23.56'	21.21'	S45°13'48"E
C20	15.00'	90°00'00"	23.56'	21.21'	N44°16'12"E
C21	15.00'	7°55'40"	0.77'	0.77'	N01°14'02"E
C22	15.00'	87°46'03"	17.74'	16.73'	S36°52'30"E
C23	15.00'	7°45'40"	0.72'	0.72'	S01°36'38"E
C24	15.00'	2°10'22"	0.57'	0.57'	N05°51'23"E
C25	30.00'	29°15'11"	15.32'	15.15'	S75°37'59"E
C26	30.00'	60°44'49"	31.81'	30.34'	S20°37'59"E
C27	20.08'	23°12'32"	8.13'	8.08'	N87°10'05"E
C28	20.08'	40°19'51"	14.13'	13.84'	N50°23'54"E
C29	20.08'	30°20'48"	10.64'	10.51'	N15°03'34"E
C30	15.00'	87°49'38"	22.99'	20.81'	N45°13'23"E
C31	5.00'	90°21'06"	7.88'	7.09'	S45°03'15"E
C32	15.00'	19°28'16"	5.10'	5.07'	S80°29'40"E
C33	15.00'	19°28'16"	5.10'	5.07'	S80°29'40"E
C34	15.00'	70°31'27"	18.46'	17.32'	S35°29'37"E
C35	14.99'	19°29'09"	5.10'	5.07'	S80°29'55"E
C36	15.00'	70°31'44"	18.46'	17.32'	S35°02'04"W
C37	15.00'	19°28'16"	5.10'	5.07'	S80°29'55"E

SEE PLAT NOTE 1 ON SHEET 1 FOR BASIS OF BEARINGS



PARCEL 4-B
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6
CREST POINTE TOWNE SHOPS
LAND CONDOMINIUM A
COMMERCIAL CONDOMINIUM
UNITS 4-A AND 4-B ADDITION
O.R.L. 2022080985

PARCEL 4-A
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6
CREST POINTE TOWNE SHOPS
LAND CONDOMINIUM A
COMMERCIAL CONDOMINIUM
UNITS 4-A AND 4-B ADDITION
O.R.L. 2022080985

PARCEL 4-B
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6
CREST POINTE TOWNE SHOPS
LAND CONDOMINIUM A
COMMERCIAL CONDOMINIUM
UNITS 4-A AND 4-B ADDITION
O.R.L. 2022080985

PARCEL 4-A
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6
CREST POINTE TOWNE SHOPS
LAND CONDOMINIUM A
COMMERCIAL CONDOMINIUM
UNITS 4-A AND 4-B ADDITION
O.R.L. 2022080985

PARCEL 4-B
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6
CREST POINTE TOWNE SHOPS
LAND CONDOMINIUM A
COMMERCIAL CONDOMINIUM
UNITS 4-A AND 4-B ADDITION
O.R.L. 2022080985

PARCEL 4-A
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6
CREST POINTE TOWNE SHOPS
LAND CONDOMINIUM A
COMMERCIAL CONDOMINIUM
UNITS 4-A AND 4-B ADDITION
O.R.L. 2022080985

POINT OF BEGINNING
SOUTHWEST CORNER
OF LOT 1 (BLOCK 1)

LEGEND:
 - SET (P/R) PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT WITH DISK LB778.
 - SET (P/C) PERMANENT CONTROL POINT, MAG NAIL & DISK LB778.
 - (R) RECONSTRUCTION MONUMENT "PRM LB1205"
 - (NR) NONRADIAL LINE
 - (OR) OFFICIAL RECORDS BOOK
 - (O.R.L.) OFFICIAL RECORDS INSTRUMENT
 - (P) PLAT
 - (PAGE) PLAT BOOK
 - (P.U.E.) PUBLIC UTILITY EASEMENT
 - (A.E.+I.E.U.E.) ACCESS EASEMENT AND UTILITY EASEMENT
 - (C.C.R.) CERTIFIED CORNER RECORD
 - (A.E.+I.E.U.E.) ACCESS EASEMENT AND UTILITY EASEMENT
 - (SEE DETAIL SHEET 2 FOR SIDE YARD EASEMENTS)

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 License Number LB 7768

AVILA UNIT NO. 14 PHASE 2B

SECTION 26, TOWNSHIP 27 SOUTH, RANGE 18 EAST,
HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A parcel of land lying in Section 26, Township 27 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 26, run thence along the West boundary of the Southwest 1/4 of said Section 26, the following two (2) courses: 1) N.00°01'26"W., 25.00 feet to a point on the North boundary of the right-of-way for LAKE MAGDALENE BOULEVARD, according to Deed Book 1790, Page 103, of the Public Records of Hillsborough County, Florida; 2) continue N.09°01'25"W., 1294.36 feet to the Northwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 26, also being the Northwest corner of AVILA UNIT No. 14 PHASE 2A, according to the plat hereof, as recorded in Plat Book 139, Pages 82 through 87 inclusive, of the Public Records of Hillsborough County, Florida; thence along the boundary of said Southwest 1/4 of the Southeast 1/4 of Section 26, the following two (2) courses: 1) S.89°58'33"E., 241.35 feet to the **POINT OF BEGINNING**; 2) S.89°58'33"E., 196.97 feet to the Northwest corner of AVILA UNIT No. 14P, according to the plat thereof, as recorded in Plat Book 83, of the Public Records of Hillsborough County, Florida; thence along the West boundary of said AVILA UNIT No. 14P and the Southerly prolongation thereof and the West boundary of the East 1009.84 feet of the aforesaid Southwest 1/4 of the Southeast 1/4 of Section 26, S.00°33'15"W., 196.97 feet to a point on the AVILA UNIT No. 14 PHASE 2A, the following three (3) courses: 1) N.79°09'11"W., 34.82 feet to a point on a curve; 2) Northwesteary, 88.75 feet along the arc of a curve to the left having a radius of 65.00 feet and a central angle of 51°47'19" (Chord bearing N.76°22'56"W., 56.77 feet); 3) N.23°43'23"W., 193.46 feet to the **POINT OF BEGINNING**.

Containing 0.542 acres, more or less.

Date _____ Chairman _____

CLERK OF CIRCUIT COURT

County of Hillsborough
State of Florida

I hereby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part 1 of the Florida Statutes and has been filed for record in Plat Book _____, Pages _____ of the Public Records of Hillsborough County, Florida.

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

CLERK FILE NUMBER _____

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

SURVEYOR'S CERTIFICATE

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivided; that this plat was prepared under the supervision and complies with all the survey requirements of Chapter 177, Part 1, Florida Statutes, and the Hillsborough County Ordinance on Development Code; and that all Permanent Reference Monuments (P.R.M.'s) within the subdivision as required by said Chapter 177 of the Florida Statutes were set on the 22nd, day of April, 2022, as shown hereon, and there are no lot corners or Permanent Control Points (P.C.P.s) on this plat to be set.

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

Arthur W. Merritt, (License No. LS4499)
Florida Professional Surveyor and Mapper

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

Job No.: AM-SPH-AV-016
Plat: P\Avila\Unit 14\plat\Unit 14-P2B