

SUBJECT: Davis Heather Estates fka Taylor Road Subdivision
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 26, 2022
CONTACT: Lee Ann Kennedy

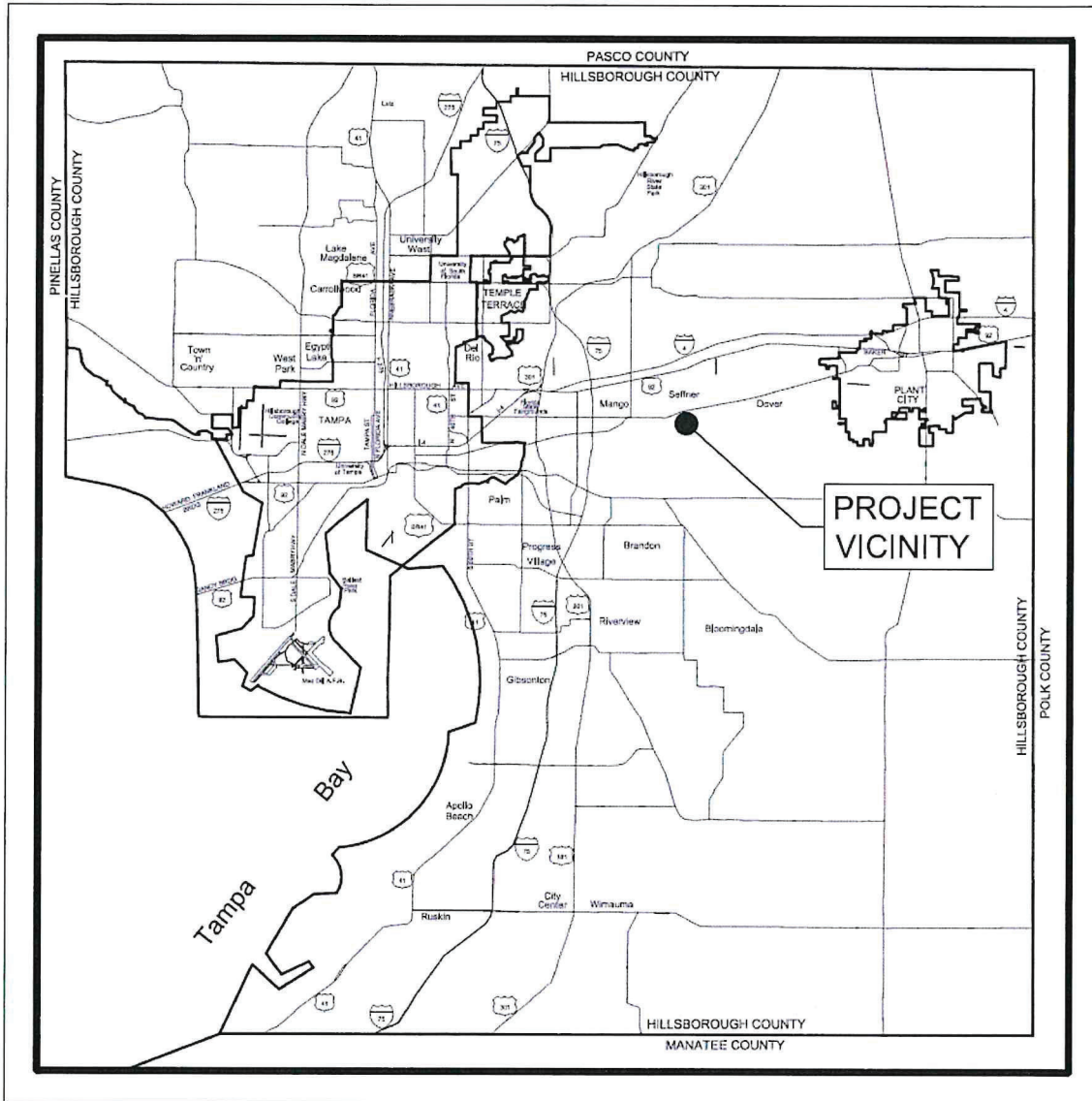
RECOMMENDATION:

Accept the plat for recording for Davis Heather Estates fka Taylor Road Subdivision, located in Section 34, Township 28, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater along with off-site roads and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$105,247.50, a Warranty Bond in the amount of \$86,172.16, 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 \$1,812.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On August 25, 2021, Permission to Construct Prior to Platting was issued for Davis Heather Estates fka Taylor Road Subdivision. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is HDP Davis heather, LLC and the engineer is Landmark Engineering & Surveying Corporation.

Davis Heather Estates FKA Taylor Road Subdivision



Vicinity Map 
NOT TO SCALE

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 DAVIS HEATHER ESTATES 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 Improvements constructed in connection with DAVIS HEATHER ESTATES Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
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, dated April 26, 2022 with HDP Davis Heather LLC as Principal, and XL SPECIALTY INSURANCE COMPANY as Surety, and

A Warranty Bond, dated April 26, 2022 with HDP Davis Heather LLC as Principal, and XL SPECIALTY INSURANCE COMPANY as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are 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 Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
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 his 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 his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as **DAVIS HEATHER ESTATES** 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 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 Review Division of 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. Provided 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 twelve (12) month construction period described in paragraph 2, the Subdivider may request that the County accept the Improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of 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 these presents, this 10th day of April, 2022.

ATTEST:

Heather Munsdt

Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

Heather Munsdt
Printed Name of Witness

[Signature]
Witness' Signature

BLAKE FRAZIER
Printed Name of Witness

NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Jeffrey S. Thorkal
Name (typed, printed or stamped)

Vice President
Title

3925 Coconut Palm Dr, # 117
Address of Signer

Tampa, FL 33619

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [physical presence or [online notarization this 28 day of April, 2022, by Jeffrey D. Thorson, VP of HDP Davis Heather LLC, a limited liability corporation under the laws of the state of Delaware on behalf of the corporation. They is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Christine Mugnai (Seal)

Print: Christine Mugnai

Title or Rank: Als

Serial Number, if any: 99 213633

My Commission Expires: 5/14/22



SUBDIVISION PERFORMANCE BOND
On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we HDP Davis Heather LLC
called the Principal, and XL Specialty Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Hundred Five Thousand Two Hundred Forty Seven and 50/100 (\$ 105,247.50) 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 Davis Heather Estates 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 Davis Heather Estates 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 twelve (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 August 26, 2023.

SIGNED, SEALED AND DATED this 26th day of April, 2022.

ATTEST:



HDP Davis Heather LLC


By 

Principal Seal

XL Specialty Insurance Company

Surety Seal

ATTEST:

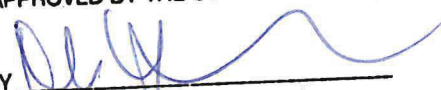


Kelly A. Gardner

By 

Attorney-In-Fact Seal
James I. Moore, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00117229SU22A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

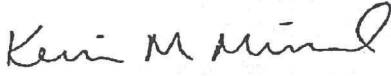
IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by: 
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: 
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries



Rebecca C. Shalhoub, NOTARY PUBLIC

State of Illinois}

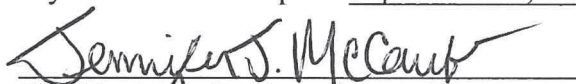
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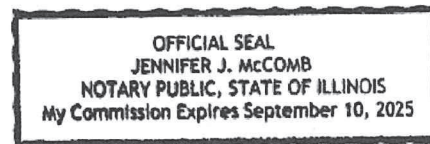
County of DuPage }

On April 26, 2022 before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of XL Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025


Jennifer J. McComb, Notary Public

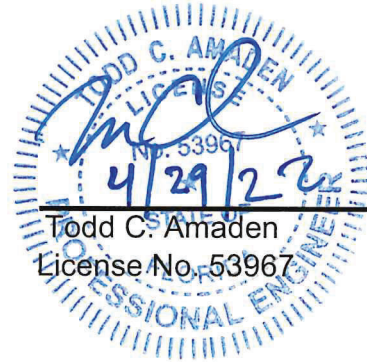


Commission No. 542429

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
PERFORMANCE ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$84,198.00
TOTAL	\$84,198.00
125% PERFORMAMNCE BONDING	\$105,247.50



Todd C. Amaden
License No. 53967

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
PERFORMANCE ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
ON-SITE					
1	3,080	SY	1.75" TYPE SP-12.5 ASPHALT	\$10.89	\$33,542.00
5	1,600	SF	4" CONCRETE SIDEWALK AT PUBLIC AREAS	\$8.29	\$13,268.00
6	6	EA	5' ADA RAMPS	\$660.00	\$3,960.00
8	1	LS	SIGNAGE, STRIPING, CROSSWALKS	\$7,150.00	\$7,150.00
OFF-SITE					
11	980	SY	1" SP 9.5R OVERLAY WITH TACK COAT	\$11.60	\$11,373.00
13	400	SY	1" SP 12.5 R ASPHALT - SHOULDER	\$18.70	\$7,480.00
17	1	LS	SIGNAGE & STRIPING	\$7,425.00	\$7,425.00

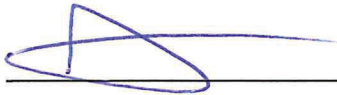
TOTAL STREET IMPROVEMENTS **\$84,198.00**

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 July 3, 2025.

SIGNED, SEALED AND DATED this 26th day of April, 2022.

ATTEST:



Christa Morgan

HDP Davis Heather LLC
Principal





Principal Signature (Seal)

XL Specialty Insurance Company

Surety (Seal)

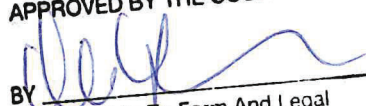
ATTEST:





Surety Signature (Seal)
James I. Moore Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal Sufficiency.



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00117230SU22A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by iike order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

State of Illinois}

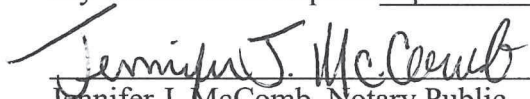
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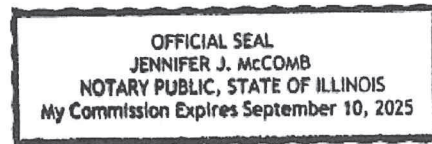
County of DuPage }

On April 26, 2022 before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of XL Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025


Jennifer J. McComb, Notary Public

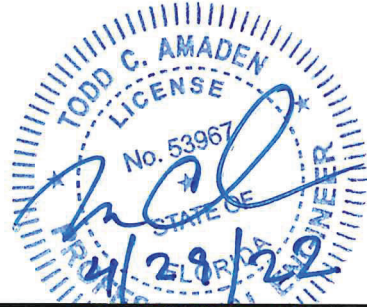


Commission No. 542429

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$268,182.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$203,832.12
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$173,546.46
SCHEDULE D - SANITARY SEWER SYSTEM	\$216,161.00
TOTAL (SCHEDULES A - D)	\$861,721.58
10% WARRANTY BONDING	\$86,172.16



Todd C. Amaden
License No. 53967

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
ON-SITE					
1	3,080	SY	1.75" TYPE SP-12.5 ASPHALT	\$10.89	\$33,542.00
2	3,080	SY	6" LIMEROCK BASE (LBR 100)	\$13.82	\$42,563.00
3	3,600	SY	6" SABILIZED SUBGRADE (LBR 40)	\$4.66	\$16,779.00
4	2,600	LF	MIAMI CURB	\$20.82	\$54,124.00
5	1,600	SF	4" CONCRETE SIDEWALK AT PUBLIC AREAS	\$8.29	\$13,268.00
6	6	EA	5' ADA RAMPS	\$660.00	\$3,960.00
7	1,000	SF	6" 3000 PSI FIBERMESH CONCRETE @ LIFT STATION	\$10.08	\$10,079.00
8	1	LS	SIGNAGE, STRIPING, CROSSWALKS	\$7,150.00	\$7,150.00
9	8	EA	DEEP MOUNT BOLLARDS AT NEW PAVEMENT	\$1,323.25	\$10,586.00
10	8	EA	PLASTIC SLEEVE (52") @ BOLLARDS	\$104.50	\$836.00
OFF-SITE					
11	980	SY	1" SP 9.5R OVERLAY WITH TACK COAT	\$11.60	\$11,373.00
12	980	SY	MILL & OVERLAY EXISTING ASPHALT 1"	\$8.25	\$8,085.00
13	400	SY	1" SP 12.5 R ASPHALT - SHOULDER	\$18.70	\$7,480.00
14	1	LS	6" CRUSHED CONCRETE BASE	\$11,946.00	\$11,946.00
15	1	LS	6" TYPE B STABILIZED SUBGRADE (LBR-40)	\$11,656.00	\$11,656.00
16	2,800	SF	4" CONCRETE SIDEWALK	\$6.19	\$17,330.00
17	1	LS	SIGNAGE & STRIPING	\$7,425.00	\$7,425.00

TOTAL STREET IMPROVEMENTS **\$268,182.00**

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	880	LF	18" CLASS III RCP STORM	\$55.15	\$48,532.00
2	168	LF	18" HDPE @ NON-TRAFFIC AREA	\$43.43	\$7,296.24
3	392	LF	24: CLASS III RCP STORM	\$135.93	\$53,286.00
4	68	LF	12" X 18" CLASS III RCP STORM	\$52.66	\$3,580.88
5	10	EA	HILLS. CO. TYPE I CI; 100, 101, 103, 104, 107, 108, 110, 111, 113, 114	\$3,061.30	\$30,613.00
6	4	EA	TYPE C GRATE INLET	\$2,664.75	\$10,659.00
7	4	EA	STORM MANHOLE < 42" PIPE	\$2,794.50	\$11,178.00
8	1	EA	CONTROL STRUCTURE CS1-1	\$2,870.00	\$2,870.00
9	1	EA	CONTROL STRUCTURE CS1-2	\$2,870.00	\$2,870.00
10	1	EA	BUBBLER BOX 307	\$2,795.00	\$2,795.00
11	4	EA	18" RCP FES	\$3,536.25	\$14,145.00
12	1	EA	24" RCP FES	\$3,753.00	\$3,753.00
13	2	EA	12" X 18" RCP MES	\$2,385.50	\$4,771.00
14	5	EA	RIP RAP @ END SECTION	\$1,496.60	\$7,483.00

TOTAL STORM DRAINAGE SYSTEM **\$203,832.12**

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
WARRANTY ESTIMATE**

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1400	LF	6" PVC C-900 WATERMAIN	\$23.57	\$33,006.00
2	60	LF	2" PE WATERMAIN	\$65.13	\$3,908.00
3	8	EA	6" GATE VALVE ASSEMBLY	\$2,302.50	\$18,420.00
4	32	EA	6" MJ BEND	\$382.25	\$12,232.00
5	1	EA	6" X 6" TEE	\$6,714.00	\$6,714.00
6	1	EA	6" X 2" TEE	\$295.00	\$295.00
7	2	EA	FIRE HYDRANT ASSEMBLY	\$5,638.00	\$11,276.00
8	19	EA	SINGLE SERVICE SHORT	\$1,018.95	\$19,360.00
9	4	EA	SINGLE SERVICE LONG	\$1,298.50	\$5,194.00
10	1	EA	DOUBLE SERVICE SHORT	\$1,494.00	\$1,494.00
11	2	EA	DOUBLE SERVICE LONG	\$1,353.00	\$2,706.00
12	212	LF	SERVICE SLEEVE	\$10.50	\$2,227.00
13	1	EA	2" BACKFLOW PREVENTER	\$3,475.00	\$3,475.00
14	1	EA	2" HOSE BIB	\$1,099.00	\$1,099.00
15	113	LF	14" STEEL CASING	\$461.42	\$52,140.46

TOTAL WATER DISTRIBUTION SYSTEM **\$173,546.46**

**DAVIS HEATHER ESTATES
FKA Taylor Road Subdivision
WARRANTY ESTIMATE**

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	224	LF	8" PVC (0-6') CUT	\$28.27	\$6,332.00
2	252	LF	8" PVC (6-8') CUT	\$30.70	\$7,737.00
3	140	LF	8" PVC (8-10') CUT	\$33.14	\$4,640.00
4	308	LF	8" PVC (10-12') CUT	\$37.40	\$11,521.00
5	140	LF	8" PVC (12-14') CUT	\$40.45	\$5,664.00
6	84	LF	8" PVC (14-16') CUT	\$46.56	\$3,911.00
7	3	EA	SINGLE SERVICE	\$1,387.00	\$4,161.00
8	13	EA	DOUBLE SERVICE	\$1,111.77	\$14,453.00
9	80	LF	2" PVC FM (ONSITE)	\$56.14	\$4,491.00
10	1	EA	2" MJ BEND (ONSITE)	\$488.00	\$488.00
11	947	LF	4" PVC FM (OFFSITE)	\$34.80	\$32,956.00
12	2	EA	4" MJ BEND (OFFSITE)	\$276.00	\$552.00
13	10	EA	4" PV W/ BOX (OFFSITE)	\$6,601.80	\$66,018.00
14	1	EA	2" X 4" REDUCER (OFFSITE)	\$295.00	\$295.00
15	2	EA	4" X 4" TEE (OFFSITE)	\$541.50	\$1,083.00
16	2	EA	4" PLUG/CAP (OFFSITE)	\$294.50	\$589.00
17	3	EA	SANITARY MANHOLE (0-6') CUT	\$3,276.00	\$9,828.00
18	2	EA	SANITARY MANHOLE (6-8') CUT	\$3,509.50	\$7,019.00
19	1	EA	SANITARY MANHOLE (10-12') CUT	\$3,918.00	\$3,918.00
20	2	EA	SANITARY MANHOLE (14-16') CUT	\$4,288.50	\$8,577.00
21	1	EA	DROP SANITARY MANHOLE (12-14') CUT	\$9,017.00	\$9,017.00
22	1	EA	DROP SANITARY MANHOLE (14-16') CUT	\$5,082.00	\$5,082.00
23	1	EA	10" STEEL CASING (OFFSITE)	\$7,829.00	\$7,829.00

TOTAL SANITARY SEWER SYSTEM **\$216,161.00**

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

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **DAVIS HEATHER ESTATES** 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 known as **DAVIS HEATHER ESTATES** are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS the Subdivider agrees to install the aforementioned lot corners in the platted area.

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as **DAVIS HEATHER ESTATES** 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 _____, or
 - b. A Performance Bond, dated April 26, 2022, with HDP Davis Heather LLC, as Principal, and XL SPECIALTY INSURANCE COMPANY 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.

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

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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 20th day of April, 2022.

ATTEST:

Heather Mundt
Witness Signature

Heather Mundt
Printed Name of Witness

BFA
Witness Signature

BLAKE FRAZIER
Printed Name of Witness

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

Jerry J. Todorov
Printed Name of Signer

Vice President
Title of Signer

2925 Coconut Palm Dr. #117
Address of Signer
Tampa, FL 33619

(813) 627-9046
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 28 day of April, 2022, by Jeffrey D. Thorson, VP of HDP Davis Heather LLC, a limited liability corporation under the laws of the state of Delaware on behalf of the corporation.

They are personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Christine Mugnai (Seal)

Print: Christine Mugnai

Title or Rank: A/s

Serial Number, if any: gg 213633

My Commission Expires: 5/14/22



SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we HDP Davis Heather LLC, called the Principal, and XL Specialty Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Thousand Eight Hundred Twelve and 50/100 (\$1,812.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as DAVIS HEATHER ESTATES are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **DAVIS HEATHER ESTATES** 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 Hillsborough County Development Review Division of Development Services Department 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 AUGUST 26, 2025.

SIGNED, SEALED AND DATED this 26th day April, 2022.

ATTEST:

HDP Davis Heather LLC

Principal

By: 

Insert Name

Jeremy S. Parsons, VP

ATTEST:


Kelly A. Gardner

XL Specialty Insurance Company

Surety

By: 

James I. Moore, Attorney-In-Fact

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00116253SU22A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by: 
Gregory Boal, VICE PRESIDENT


STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: 
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries


Rebecca C. Shalhoub, NOTARY PUBLIC

**DAVIS HEATHER ESTATES
 FKA Taylor Road Subdivision
 PERFORMANCE ESTIMATE - LOT CORNERS**

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	29	EA	LOT CORNERS	\$50.00	\$1,450.00

TOTAL LOT CORNERS **\$1,450.00**

125% PERFORMANCE BONDING **\$1,812.50**



Todd C. Amaden
 License No. 53967

DAVIS HEATHER ESTATES

A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION:

The undersigned, as owner of the lands platted herein does hereby dedicate this plot of Davis Heather Estates and all those easements designated on the plot as "Public." The undersigned further makes the following dedications and reservations:

Fee interest in Tracts "B" and "C" is hereby reserved by owner for conveyance to a Homeowners' Association for the use and maintenance of the common areas of the subdivision. Said tracts are not dedicated to the public and will be privately maintained. Solid Tracts "B" and "C" and all private easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of tracts, parcels, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns, and its successors in title.

The Private Mail Kiosk Easement, Private Fence Easement, Private Driveway & Access Easement and Private Drainage Easements are hereby reserved by owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

DESCRIPTION:

A portion of the North 580 feet of the NE 1/4 of the NW 1/4 of the SE 1/4 of Section 34, Township 28 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of said Section 34; thence N89°47'07"W, 1326.42 feet along the Northerly boundary line of the Northeast 1/4 of the Southeast 1/4 of said Section 34 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence N89°49'39"W, 21.65 feet along the Northerly boundary line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34 to the Westerly maintained right-of-way line of N. TAYLOR ROAD and the POINT OF BEGINNING; thence along said Westerly maintained right-of-way line the following four courses: S10°46'18"E, 6.39 feet; thence S00°18'42"E, 203.01 feet; thence S00°43'26"E, 177.58 feet; thence S00°48'18"W, 193.68 feet to the Southerly boundary line of the solid North 580 feet of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence N89°45'42"W, 641.50 feet along said Southerly boundary line; thence N00°02'18"W, 579.77 feet along the Westerly boundary line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34 to the Northwest corner thereof; thence S89°49'39"E, 50.31 feet along the Northerly boundary line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence S11°47'18"E, 23.60 feet; thence N79°10'41"E, 121.05 feet to said Northerly boundary line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence S89°49'39"E, 466.04 feet along said Northerly boundary line to the POINT OF BEGINNING.

Containing 8.53 Acres, more or less.

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR REGISTRATION:

CHAMBERLAIN _____ DATE _____

PLAT APPROVAL:

THE PLAT FILED HEREIN IS IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FROM CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.
 REVIEWED BY: _____
 FLORIDA PROFESSIONAL SURVEYOR AND LICENSEE # _____
 SIGNED SECTION, DESKTOP, & DATA ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ CLERK OF CIRCUIT COURT

THIS _____ DAY OF _____ 20____, TIME _____

CLERK FILE NUMBER _____

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND AND INTERESTS THEREIN AS SHOWN ON THE PLAT HEREIN. I HAVE BEEN ADVISED BY THE RECORDS OF THE HILLSBOROUGH COUNTY LAND DEPARTMENT CODE THAT PERMANENT REFERENCE MONUMENTS (RMS) WERE SET ON THE _____ DAY OF _____ 20____, AS SHOWN HEREON. AND THAT PERMANENT CORNER POINTS (PCPS) AND LOT CORNERS WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

SCOTT R. TOWLER, LS 5185
 FLORIDA REGISTERED SURVEYOR
 LANDMARK ENGINEERING & SURVEYING CORPORATION
 8515 PALM RIVER ROAD, PALM FLORIDA, 33619
 CENTRAL OFFICE OF ADMINISTRATION, NO. LD 3913



8515 Palm River Road Tampa, Florida 33619
 (813) 621-7841 (813) 664-1832 (fax)
 www.lbscc.com L.B. # 3913

NOTICE: THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM, IS THE ORIGINAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN ANY MANNER 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.

OWNER:
 HPR Davis Heather LLC, a Delaware limited liability company

WITNESS _____ POINT
 WITNESS _____ POINT

ACKNOWLEDGEMENT:

STATE OF _____)
 COUNTY OF _____)

THIS IS TO CERTIFY THAT ON _____, APPROVED BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, BY MEANS OF _____ PERSONAL PRESENCE OR _____ ONLINE NOTARIZATION, _____ OF HPR Davis Heather LLC, WHO IS _____ PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DOCUMENT AND HEREBY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE ANY OATH.

NOTARY PUBLIC:
 NAME _____ (SIGN)
 TITLE OR NAME _____
 SERIAL NUMBER, IF ANY: _____
 MY COMMISSION EXPIRES: _____

DAVIS HEATHER ESTATES

A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

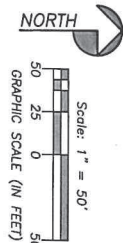
PLAT BOOK: _____ PAGE: _____

- LEGEND**
- 1.5" CONCRETE MONUMENT
 - 1.5" CONCRETE MONUMENT (QUASS OTHERWISE NOTED)
 - 1.5" CONCRETE MONUMENT
 - SET 1/4" CONCRETE MONUMENT
 - SET 1/8" CONCRETE MONUMENT
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 - SET 1/4096" CONCRETE MONUMENT
 - SET 1/8192" CONCRETE MONUMENT
 - SET 1/16384" CONCRETE MONUMENT
 - SET 1/32768" CONCRETE MONUMENT
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 - SET 1/208594

DAVIS HEATHER ESTATES

A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK: _____ PAGE: _____



- LEGEND**
- FOUND 4"x4" CONCRETE MONUMENT
 - FOUND LB 3913
 - (N) = NON-ROCK
 - (R) = ROCK
 - 4"x4" CONCRETE MONUMENT (ANALYSIS OTHERWISE NOTED)
 - SET 4"x4" CONCRETE MONUMENT
 - SET 5/8" FROM RD LB 3913
 - SET 1/4" FROM RD LB 3913
 - SET 1/8" FROM RD LB 3913
 - SET 1/2" FROM RD LB 3913
 - SET 3/4" FROM RD LB 3913
 - SET 1" FROM RD LB 3913
 - SET 1 1/2" FROM RD LB 3913
 - SET 2" FROM RD LB 3913
 - SET 3" FROM RD LB 3913
 - SET 4" FROM RD LB 3913
 - SET 5" FROM RD LB 3913
 - SET 6" FROM RD LB 3913
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 - SET 96" FROM RD LB 3913
 - SET 97" FROM RD LB 3913
 - SET 98" FROM RD LB 3913
 - SET 99" FROM RD LB 3913
 - SET 100" FROM RD LB 3913

NOTE IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANITARY MANHOLE OR FOUR (4) REFERENCE POINTS TO THE SET ESTABLISHING TWO LINES THAT INTERSECT AT THE P.C.P. LOCATION.

P.C.P. LOCATION

SANITARY MANHOLE

(P.C.P. LOCATION & DSK LB 3913 - TYPICAL)

P.C.P. REFERENCE DIAGRAM

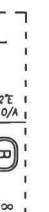
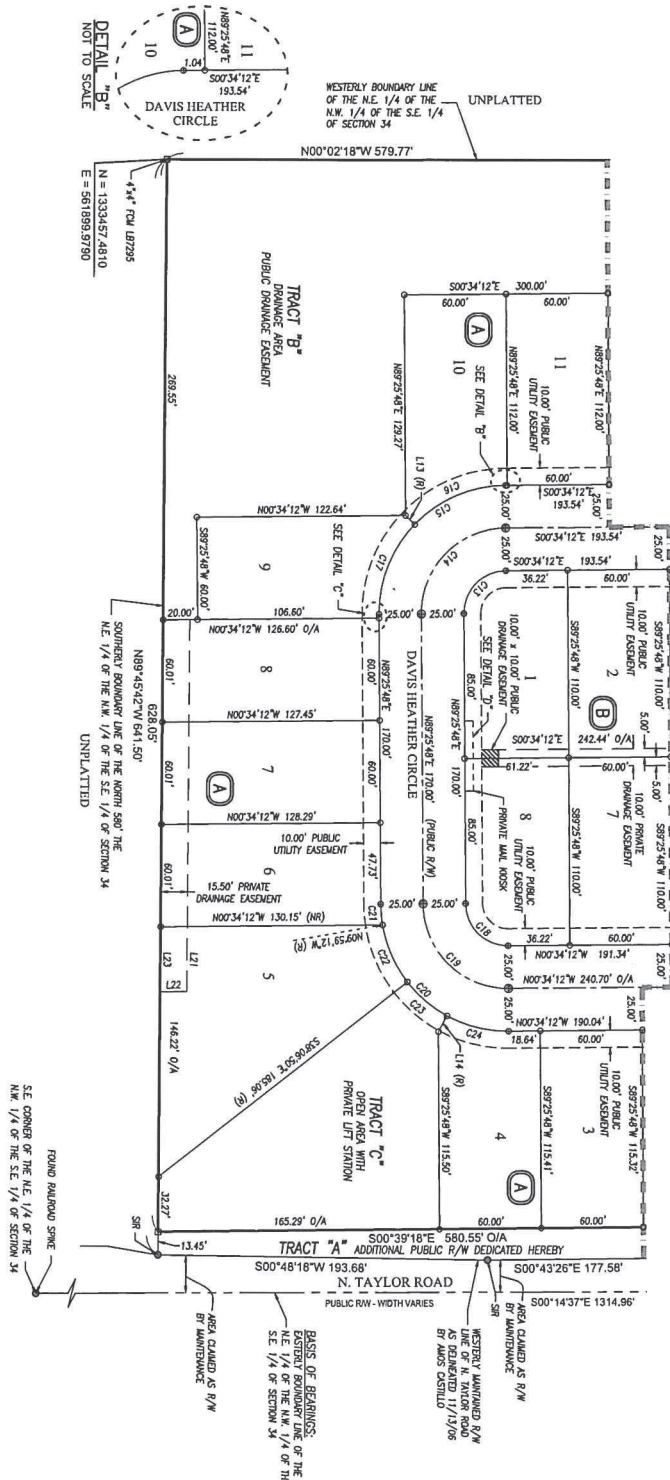
NOT TO SCALE

LINE TABLE

Line #	Bearing	Distance	Curve #	Radius	Delta	Arc Length	Chord	Chord Bearing
1	N00°34'12"E	10.65'						
2	S89°25'48"E	10.65'						
3	N00°34'12"W	10.65'						
4	S89°25'48"W	10.65'						
5	N00°34'12"E	10.65'						
6	S89°25'48"E	10.65'						
7	N00°34'12"W	10.65'						
8	S89°25'48"W	10.65'						
9	N00°34'12"E	10.65'						
10	S89°25'48"E	10.65'						
11	N00°34'12"W	10.65'						
12	S89°25'48"W	10.65'						
13	N00°34'12"E	10.65'						
14	S89°25'48"E	10.65'						
15	N00°34'12"W	10.65'						
16	S89°25'48"W	10.65'						
17	N00°34'12"E	10.65'						
18	S89°25'48"E	10.65'						
19	N00°34'12"W	10.65'						
20	S89°25'48"W	10.65'						
21	N00°34'12"E	10.65'						
22	S89°25'48"E	10.65'						
23	N00°34'12"W	10.65'						
24	S89°25'48"W	10.65'						
25	N00°34'12"E	10.65'						
26	S89°25'48"E	10.65'						
27	N00°34'12"W	10.65'						
28	S89°25'48"W	10.65'						
29	N00°34'12"E	10.65'						
30	S89°25'48"E	10.65'						
31	N00°34'12"W	10.65'						
32	S89°25'48"W	10.65'						
33	N00°34'12"E	10.65'						
34	S89°25'48"E	10.65'						
35	N00°34'12"W	10.65'						
36	S89°25'48"W	10.65'						
37	N00°34'12"E	10.65'						
38	S89°25'48"E	10.65'						
39	N00°34'12"W	10.65'						
40	S89°25'48"W	10.65'						
41	N00°34'12"E	10.65'						
42	S89°25'48"E	10.65'						
43	N00°34'12"W	10.65'						
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45	N00°34'12"E	10.65'						
46	S89°25'48"E	10.65'						
47	N00°34'12"W	10.65'						
48	S89°25'48"W	10.65'						
49	N00°34'12"E	10.65'						
50	S89°25'48"E	10.65'						
51	N00°34'12"W	10.65'						
52	S89°25'48"W	10.65'						
53	N00°34'12"E	10.65'						
54	S89°25'48"E	10.65'						
55	N00°34'12"W	10.65'						
56	S89°25'48"W	10.65'						
57	N00°34'12"E	10.65'						
58	S89°25'48"E	10.65'						
59	N00°34'12"W	10.65'						
60	S89°25'48"W	10.65'						
61	N00°34'12"E	10.65'						
62	S89°25'48"E	10.65'						
63	N00°34'12"W	10.65'						
64	S89°25'48"W	10.65'						
65	N00°34'12"E	10.65'						
66	S89°25'48"E	10.65'						
67	N00°34'12"W	10.65'						
68	S89°25'48"W	10.65'						
69	N00°34'12"E	10.65'						
70	S89°25'48"E	10.65'						
71	N00°34'12"W	10.65'						
72	S89°25'48"W	10.65'						
73	N00°34'12"E	10.65'						
74	S89°25'48"E	10.65'						
75	N00°34'12"W	10.65'						
76	S89°25'48"W	10.65'						
77	N00°34'12"E	10.65'						
78	S89°25'48"E	10.65'						
79	N00°34'12"W	10.65'						
80	S89°25'48"W	10.65'						
81	N00°34'12"E	10.65'						
82	S89°25'48"E	10.65'						
83	N00°34'12"W	10.65'						
84	S89°25'48"W	10.65'						
85	N00°34'12"E	10.65'						
86	S89°25'48"E	10.65'						
87	N00°34'12"W	10.65'						
88	S89°25'48"W	10.65'						
89	N00°34'12"E	10.65'						
90	S89°25'48"E	10.65'						
91	N00°34'12"W	10.65'						
92	S89°25'48"W	10.65'						
93	N00°34'12"E	10.65'						
94	S89°25'48"E	10.65'						
95	N00°34'12"W	10.65'						
96	S89°25'48"W	10.65'						
97	N00°34'12"E	10.65'						
98	S89°25'48"E	10.65'						
99	N00°34'12"W	10.65'						
100	S89°25'48"W	10.65'						

SEE SHEET 2 FOR PLAT NOTES AND REF. LINES.

SHEET 3 OF 4



LANDMARK
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Sheet 4 of 4



Certificate of School Concurrency

Project Name	Taylor Road Subdivision
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	5792
HCPS Project Number	821
Parcel ID Number(s)	063303.0000
Project Location	600 N Taylor Road
Dwelling Units & Type	SFA: 0 / SFD: 32 / MF: 0 / MH: 0
Applicant	William Ryan Homes Florida, LLC

School Concurrency Analysis

<i>School Type</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>Total Capacity Reserved</i>
Students Generated	7	3	5	15

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.

Renée M. Kamen, AICP
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Date 5/17/2021