

SUBJECT: Preston Oaks Ph 1 fka Grand Oak T.H aka Williams Rd.
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 20, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Preston Oaks Ph 1 fka Grand Oak T.H aka Williams Rd, located in Section 09, Township 29, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water 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 \$1,010,282.88, a Warranty Bond in the amount of \$12,566.50, 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 \$5,156.25 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

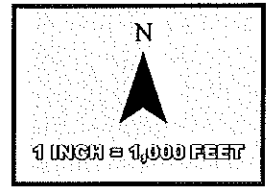
BACKGROUND:

On January 6, 2021, Permission to Construct Prior to Platting was issued for Preston Oaks Ph 1 fka Grand Oak T.H aka Williams Rd. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Meritage Homes of Florida, Inc and the engineer is LevelUp Consulting, LLC.



PRESTON OAK TOWNHOMES LOCATION MAP

CLIENT: MERITAGE



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Preston Oaks Phase 1 Subdivision, within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems 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 Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty all improvement facilities located in Preston Oaks Phase 1 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 N/A, dated _____, and number _____, dated _____ with _____ by order of _____,

 - b. A Performance Bond, dated May 4th, 2021 with Meritage Homes of Florida, Inc., a Florida Corporation as Principal, and XL Specialty Insurance Company (Bond No. US00106176SU21A) as Surety, and

A Warranty Bond, dated May 4th, 2021 with Meritage Homes of Florida, Inc., a Florida Corporation as Principal, and XL Specialty Insurance Company (Bond No. US00106177SU21A) as Surety, and

 - c. Cashier/Certified Checks, number N/A, 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

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 Preston Oaks Phase 1 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 improvement facilities 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 twenty four (24) 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 his 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 _____ day of _____, 20____.

ATTEST:

[Signature]

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

Enka Filotas
Printed Name of Witness

[Signature]
Witness' Signature

Carol G. Knauer
Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: *[Signature]*

Authorized Corporate Officer or Individual

Steve Harding
Name (typed, printed or stamped)

Region President
Title

10117 Princess Palm Ave, Suite 550, Tampa, FL
Address of Signer 33610

813-386-8770
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chain

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 this 11th day of May, 2021, by Steve Harding and

respectively President and Authorized Signor of Merritage Homes of Florida, a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

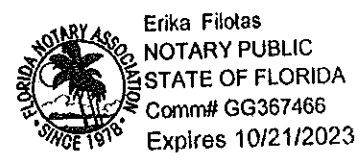
Sign: [Signature] (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

Bond No. US00106176SU21A

KNOW ALL MEN BY THESE PRESENTS, That we Meritage Homes of Florida, Inc. 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 Million, Ten Thousand, Two hundred Eighty Two Dollars and Eighty Eight Cents (\$1,010,282.88) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

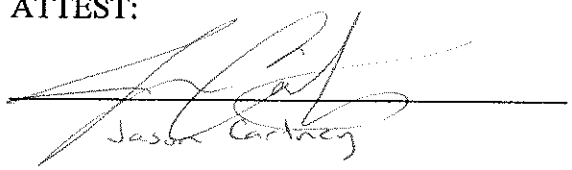
- A. If the Principal shall well and truly build, construct, and install in the platted area known as Preston Oaks Phase 1 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary 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 twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

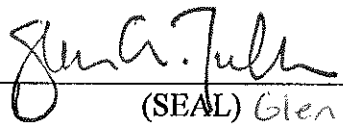
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 20, 2023.

SIGNED, SEALED AND DATED this 4th day of May, 2021.

Meritage Homes of Florida, Inc.
PRINCIPAL

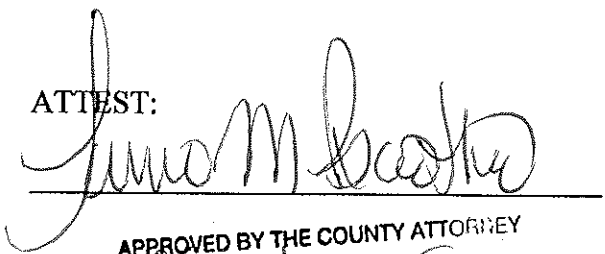
ATTEST:

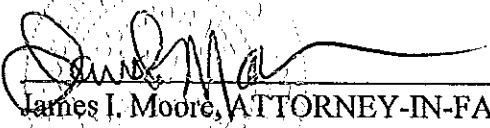

Jason Cartney

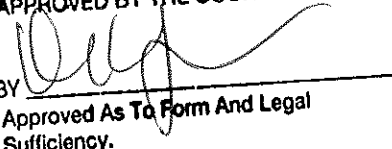
BY: 
(SEAL) Glen A. Telle
VP National Land Development

XL Specialty Insurance Company
SURETY (SEAL)

ATTEST:


APPROVED BY THE COUNTY ATTORNEY


James I. Moore, ATTORNEY-IN-FACT (SEAL)

BY 
Approved As To Form And Legal Sufficiency.



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

BOND NUMBER US00106177SU21A
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

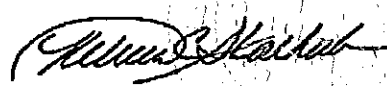
STATE OF PENNSYLVANIA
COUNTY OF CHESTER

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 PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of May, 2021.



Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

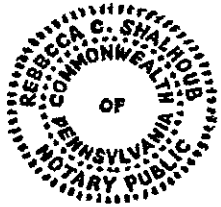
by: *Gregory Boal*

Gregory Boal, VICE PRESIDENT

Attest: *Kevin M Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

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 REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



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

Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of May, 2021.



Kevin M Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2024 12:00:00AM

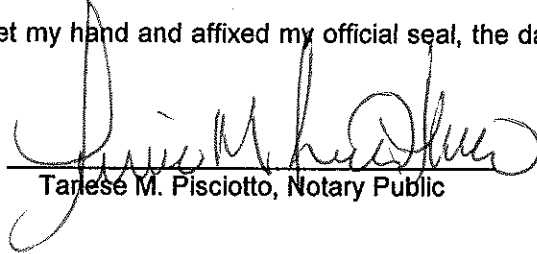
STATE OF ILLINOIS
COUNTY OF DUPAGE}

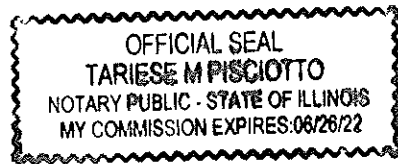
On May 4, 2021, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of XL Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and 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, June 26, 2022

Commission No. 560807


Tariese M. Pisciotto, Notary Public



Preston Oaks Phase 1

Performance Bond Calculation

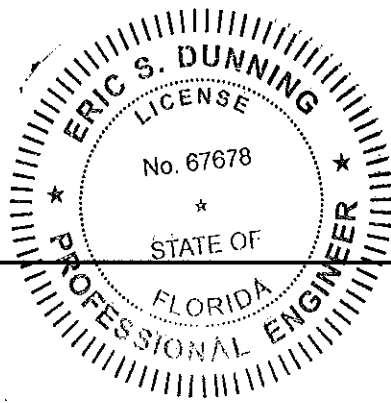
Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Paving	\$219,304.90
Water	\$184,047.00
Wastewater	\$260,503.40
Drainage	\$144,371.00
Total	\$808,226.30

Performance Bond Amount (125% of total)

\$1,010,282.88



Eric S. Dunning 6/9/21
Eric S. Dunning, P.E.
Florida License #67678

ROADWAYS AND PAVEMENT

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
	<u>Phase 1</u>				
1	1.5" Type SP-12.5 Asphalt	3,812	SY	\$ 8.50	\$ 32,402.00
2	6" Crushed Concrete Base	3,812	SY	\$ 10.00	\$ 38,120.00
3	12" Stabilized Subgrade	4,548	SY	\$ 8.00	\$ 36,384.00
4	Ribbon Curb	2,442	LF	\$ 8.25	\$ 20,146.50
5	D Curb	600	LF	\$ 9.75	\$ 5,850.00
6	4" Concrete Sidewalk (5' wide)	1,562	LF	\$ 32.00	\$ 49,984.00
7	Sod Behind Curbs (2ft)	528	SY	\$ 2.80	\$ 1,478.40
8	Handicap Ramps	13	EA	\$ 1,100.00	\$ 14,300.00
9	6" Concrete Pavement- Driveway	14	SY	\$ 68.00	\$ 952.00
10	6" Concrete Sidewalk (5' wide)	56	LF	\$ 48.00	\$ 2,688.00
11	Signage & Striping	1	LS	\$ 17,000.00	\$ 17,000.00
				Total	\$ 219,304.90

WATER DISTRIBUTION SYSTEM

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
	<u>Phase 1</u>				
1	6" PVC Water Main	1,375	LF	\$ 21.00	\$ 28,875.00
2	6" DIP Water Main	90	LF	\$ 60.00	\$ 5,400.00
3	1" PVC Water Main	9	LF	\$ 59.00	\$ 531.00
4	12" Steel Casting	74	EA	\$ 230.00	\$ 17,020.00
5	16" Steel Casting	42	EA	\$ 760.00	\$ 31,920.00
6	6" Gate Valve	13	EA	\$ 980.00	\$ 12,740.00
7	6" x 6" Cross	2	EA	\$ 525.00	\$ 1,050.00
8	6" x 6" Tee	1	EA	\$ 440.00	\$ 440.00
9	6" x 1" Tee	1	EA	\$ 440.00	\$ 440.00
10	6" Permanent Blow Off Assembly	6	EA	\$ 1,500.00	\$ 9,000.00
11	Fire Hydrant Assembly	2	EA	\$ 4,000.00	\$ 8,000.00
12	1" Single Service Short	33	EA	\$ 400.00	\$ 13,200.00
13	1" Single Service Long	30	EA	\$ 500.00	\$ 15,000.00
14	Temporary Sample Point	7	EA	\$ 350.00	\$ 2,450.00
15	6" Master Meter	1	EA	\$ 26,000.00	\$ 26,000.00
16	Connect to existing watermain	1	EA	\$ 7,000.00	\$ 7,000.00
17	Chlorination & Testing	1,465	LF	\$ 3.40	\$ 4,981.00
			Total	\$	184,047.00

SANITARY SEWERAGE

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
	<u>Phase 1</u>				
1	8" PVC Sewer (0'-6')	1,114	LF	\$ 36.00	\$ 40,104.00
2	8" PVC Sewer (6'-8')	88	LF	\$ 40.00	\$ 3,520.00
3	4" PVC Forcemain	852	LF	\$ 32.00	\$ 27,264.00
4	12" Steel Casting	39	LF	\$ 750.00	\$ 29,250.00
5	Manhole (0'-6')	8	EA	\$ 2,800.00	\$ 22,400.00
6	Manhole (6'-8')	1	EA	\$ 2,900.00	\$ 2,900.00
7	Single Service	13	EA	\$ 600.00	\$ 7,800.00
8	Double Service	25	EA	\$ 850.00	\$ 21,250.00
9	Connect to Existing Forcemain Line	1	EA	\$ 6,800.00	\$ 6,800.00
10	Sanitary Main Air Testing	1,202	LF	\$ 1.20	\$ 1,442.40
11	Lift Station	1	LS	\$ 75,000.00	\$ 75,000.00
12	Television Inspection	1,202	LF	\$ 7.75	\$ 9,315.50
13	Sanitary Sewer Testing- Laterals	1,330	LF	\$ 7.75	\$ 10,307.50
14	Infil/Exfil Testing	9	EA	\$ 350.00	\$ 3,150.00
			Total	\$	260,503.40

STORM DRAINAGE

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
	Phase 1				
1	12" PVC	136	LF	\$ 26.00	\$ 3,536.00
2	18" RCP	783	LF	\$ 36.00	\$ 28,188.00
3	24" RCP	442	LF	\$ 52.00	\$ 22,984.00
4	30" RCP	357	LF	\$ 65.00	\$ 23,205.00
5	Type C GTI	7	EA	\$ 2,500.00	\$ 17,500.00
6	Type D GTI	1	EA	\$ 5,900.00	\$ 5,900.00
7	Yard-Drain	4	EA	\$ 950.00	\$ 3,800.00
8	Storm Manhole	6	EA	\$ 3,500.00	\$ 21,000.00
9	End Wall	1	EA	\$ 4,250.00	\$ 4,250.00
10	18" MES	2	EA	\$ 900.00	\$ 1,800.00
11	30" MES	1	EA	\$ 1,900.00	\$ 1,900.00
12	Television Inspection	1,718	LF	\$ 6.00	\$ 10,308.00
			Total	\$	144,371.00

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Meritage Homes of Florida, Inc. 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 Twelve Thousand, Five Hundred Sixty Six and Fifty Cents (\$12,566.50) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (water, and wastewater) for maintenance in the approved platted subdivision known as Preston Oaks Phase 1; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water, and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the improvement facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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

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

made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Preston Oaks Phase 1, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

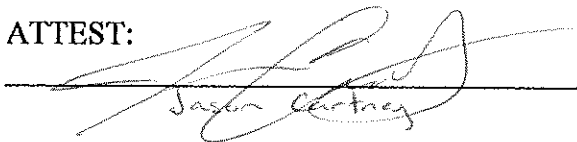
THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 20, 2025.

SIGNED, SEALED AND DATED this 4th day of May, 2021.

Meritage Homes of Florida, Inc.

PRINCIPAL

ATTEST:


Jason Courtney

BY:


(SEAL)

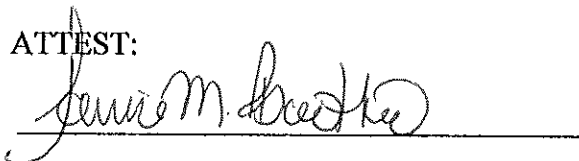
Glen A. Turk VP National Land Development

XL Specialty Insurance Company

SURETY

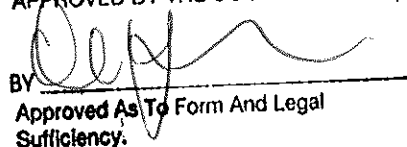
(SEAL)

ATTEST:


James I. Moore, ATTORNEY-IN-FACT (SEAL)


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 US00106176SU21A
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

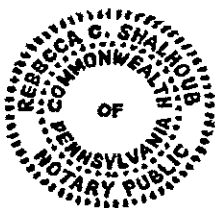


by: 
Gregory Boal, VICE PRESIDENT

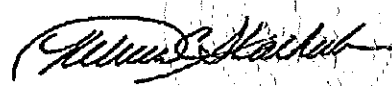
STATE OF PENNSYLVANIA
COUNTY OF CHESTER

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 1288765
Member, Pennsylvania Association of Notaries


Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of May, 2021.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

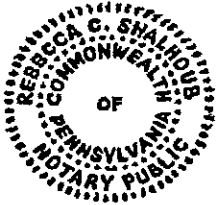
by: *Gregory Boal*

Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

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 REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1288765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of May, 2021.



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2024 12:00:00AM

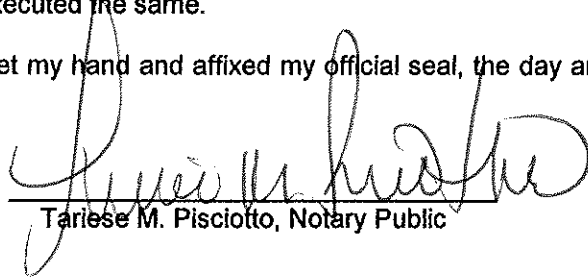
STATE OF ILLINOIS
COUNTY OF DUPAGE}

On May 4, 2021, before me, Tariese M. Pisciotto, 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 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, June 26, 2022

Commission No. 560807



Tariese M. Pisciotto, Notary Public



Preston Oaks Phase 1

Warranty Bond Calculation

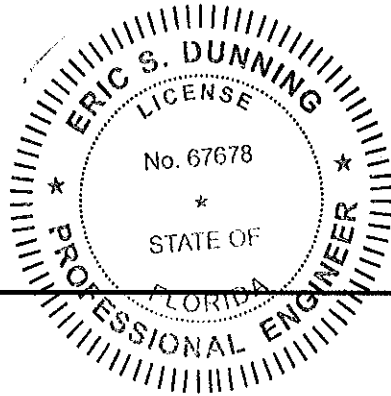
Construction costs for the streets, potable water and sanitary sewer system
Public Utilities in ROW Only. Onsite Utilities are Privately Owned

SUMMARY

Water	\$56,820.00
Wastewater	\$68,845.00
Total	\$125,665.00

Warranty Bond Amount (10% of total)

\$12,566.50



Eric S. Dunning 6/9/21
Eric S. Dunning
Florida License #67678

WATER DISTRIBUTION SYSTEM

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
	<u>Phase 1</u>				
1	4" Class 50 DIP WM	118	LF	\$ 50.00	\$ 5,900.00
2	6" Class 50 DIP WM	70	LF	\$ 60.00	\$ 4,200.00
3	16" Steel Casing	42	LF	\$ 760.00	\$ 31,920.00
4	4" Gate Valve	2	EA	\$ 850.00	\$ 1,700.00
5	6" Gate Valve	1	EA	\$ 1,000.00	\$ 1,000.00
6	4" Bends	4	EA	\$ 400.00	\$ 1,600.00
7	Connect to Existing WM	3	EA	\$ 3,500.00	\$ 10,500.00
			Total	\$	56,820.00

SANITARY SEWERAGE

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
	<u>Phase 1</u>				
1	4" C900 Fusible PVC FM	147	LF	\$ 32.00	\$ 4,704.00
2	10" Steel Casing	65	LF	\$ 685.00	\$ 44,525.00
3	4" Plug Valve	1	EA	\$ 1,300.00	\$ 1,300.00
4	Air Release Valve Assembly	1	EA	\$ 2,700.00	\$ 2,700.00
5	4" Thick Concrete Shock Pad	12	SY	\$ 68.00	\$ 816.00
6	4" Bends	20	EA	\$ 400.00	\$ 8,000.00
3	4"x6" Tapping Sleeve & Valve	1	EA	\$ 6,800.00	\$ 6,800.00
			Total	\$	68,845.00

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

This Agreement made and entered into this ____ day of _____, 2021 by and between Meritage Homes of Florida, Inc., a Florida Corporation, 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 Preston Oaks Phase 1 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 Preston Oaks Phase 1 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 Preston Oaks Phase 1 subdivision within twenty four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check 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 N/A ,
dated _____,
with _____,
_____ by order of
_____, or
 - b. A Performance Bond, dated May 4th, 2021, with Meritage Homes of Florida, Inc., a Florida Corporation, as Principal, and XL Specialty Insurance Company (Bond No. US00106175SU21A) as Surety,
or
 - c. Escrow Agreement, dated N/A ,
_____, between
and the County, or
 - d. Cashier/Certified Check; number N/A ,
_____, dated _____, which shall be deposited by the County into an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

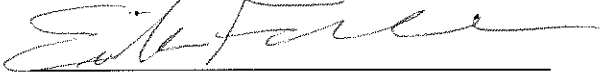
Copies of said letters of credit, performance bonds, escrow agreements, or cashier/certified checks are/is attached hereto and by reference made a part hereof.

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 Preston Oaks Phase 1 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 _____ day of _____, 20__.

ATTEST:



Witness Signature

Erika Filotas

Printed Name of Witness



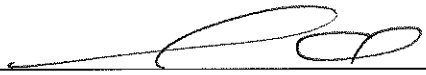
Witness Signature

Carol S. Khauer

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

SUBDIVIDER:

By: 

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

Steve Harding

Printed Name of Signer

Region President

Title of Signer

10117 Princess Palm Ave, Suite 550
Address of Signer

Tampa, FL 33610

813-386-8770

Phone Number of Signer

ATTEST:
CLERK OF CIRCUIT COURT

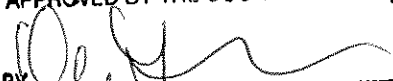
By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

Subdivider Agreement for Performance - Placement of Lot Corners.doc

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2021, by Steve Harding and _____, respectively President and Authorized Signor of Meritage Homes of Florida Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

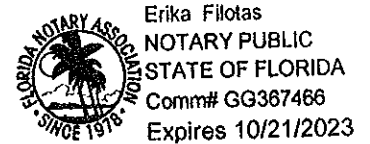
Sign: [Signature] (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

Bond No. US00106175SU21A

KNOW ALL MEN BY THESE PRESENTS, That we Meritage Homes of Florida, Inc. 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 Five Thousand One Hundred Fifty Six and Twenty Five Cents (\$5,156.25) 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 Preston Oaks Phase 1 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.

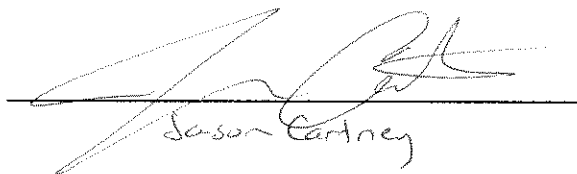
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Preston Oaks Phase 1 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

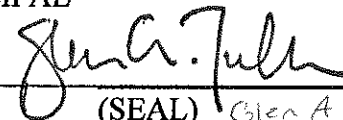
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 20, 2023.

SIGNED, SEALED AND DATED this 4th day of May, 2021.

ATTEST:

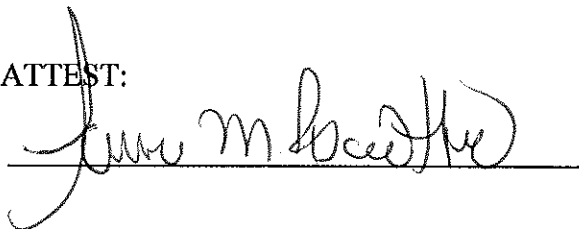

Jason Cartney

Meritage Homes of Florida, Inc.
PRINCIPAL

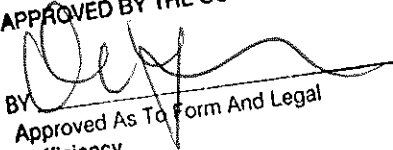
BY: 
(SEAL) Glen A. Taylor
VP National Land Development

XL Specialty Insurance Company
SURETY (SEAL)

ATTEST:




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 US00106175SU21A
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

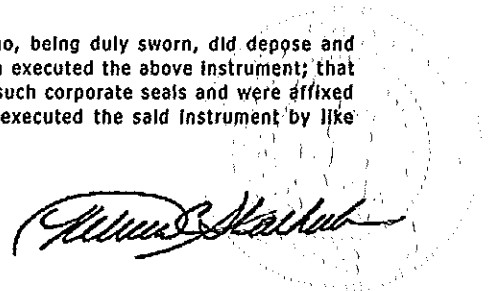
STATE OF PENNSYLVANIA
COUNTY OF CHESTER

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 PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of May, 2021.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



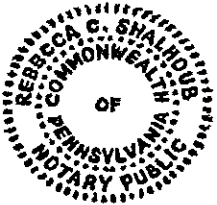
XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

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 REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1288765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of May, 2021.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2024 12:00:00AM

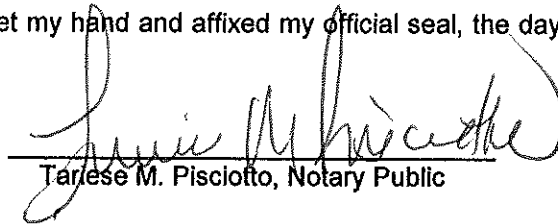
STATE OF ILLINOIS
COUNTY OF DUPAGE}

On May 4, 2021, before me, Tariese M. Pisciotto, 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 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, June 26, 2022

Commission No. 560807


Tariese M. Pisciotto, Notary Public



Preston Oaks Phase 1

Performance Bond Calculation

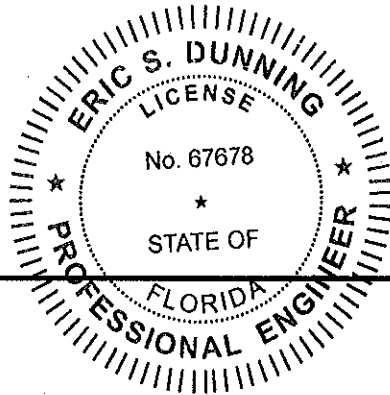
Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$4,125.00
Total	\$4,125.00

Performance Bond Amount (125% of total)

\$5,156.25



Eric S. Dunning - 6/9/21
Eric S. Dunning, P.E.
Florida License # 67678

Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$4,125.00	\$4,125.00
TOTAL =			\$4,125.00	

PRESTON OAKS TOWNHOMES

A REPLAT OF LOTS 5, 6, AND 7 OF KREBS SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 77 AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

A REPLAT OF LOTS 5, 6, AND 7 OF KREBS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 77 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BRANDON COUNTRY ESTATES UNIT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 25 OF THE PUBLIC RECORDS OF SAID COUNTY, RUN THENCE ALONG THE EAST MAINTAINED RIGHT-OF-WAY OF WILLIAMS ROAD, N.00°15'46"W, A DISTANCE OF 332.22 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24 OF SAID KREBS SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY OF SAID KREBS SUBDIVISION, N.89°54'45"E, A DISTANCE OF 123.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 7, N.00°14'28"W, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7, N.89°55'29"E, A DISTANCE OF 91.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 7, S.27°09'48"W, A DISTANCE OF 150.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG SAID SOUTH BOUNDARY OF KREBS SUBDIVISION, N.89°54'45"E, A DISTANCE OF 75.28 FEET TO LOT 6; THENCE ALONG SAID SOUTH BOUNDARY OF KREBS SUBDIVISION; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 6, N.20°47'11"E, A DISTANCE OF 150.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH BOUNDARY OF SAID LOTS 6 AND 5, N.89°55'29"E, A DISTANCE OF 87.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 5, S.00°32'28"E, A DISTANCE OF 146.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG SAID SOUTH BOUNDARY OF KREBS SUBDIVISION, N.89°54'45"E, A DISTANCE OF 223.12 FEET TO THE SOUTHEAST CORNER OF SAID KREBS SUBDIVISION; said point also being on the West boundary of the lands described in the Fee Simple Deed recorded in Official Records Book 1661, Page 327 of the public records of said county; thence along state West boundary, S.00°11'01"E, A DISTANCE OF 331.27 FEET TO THE NORTHEAST CORNER OF AFORESAID BRANDON COUNTRY ESTATES UNIT NO. 3; THENCE ALONG THE NORTH BOUNDARY OF SAID BRANDON COUNTRY ESTATES UNIT NO. 3, S.89°52'15"W, A DISTANCE OF 1301.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.484 ACRES, MORE OR LESS.

CLERK OF THE CIRCUIT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: _____ CLERK OF CIRCUIT COURT

BY: _____ DEPUTY CLERK
THIS _____ DAY OF _____ 20____ TIME _____

CLERK FILE NUMBER _____
PLAT APPROVAL: _____

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____ FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____ DATE _____
SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PPMS) WERE SET ON THE 25th DAY OF APRIL, 2021, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCPs) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

Charlene M. Annett (License No. 15988A)
FLORENCE MOUNT SURVEYING, INC.
213 HOBBS STREET, TAMPA, FLORIDA 33619
LICENSED BUSINESS NUMBER LB7788

DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DOES HEREBY DEDICATE THIS PLAT OF PRESTON OAKS TOWNHOMES FOR RECORD. FURTHER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

- THE PRIVATE DRAINAGE EASEMENTS ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE BY SEPARATE INSTRUMENT TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. SAID EASEMENTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.
- FEE INTEREST IN TRACTS "A", "C-1", "C-2", "C-3", "D-1", "D-2", "D-3", "E-1", "E-2", "E-3", "F-1", "F-2", "F-3", "G-1", "G-2", "H-1", "H-2", "H-3", "I-1", "I-2", "I-3", "J-1", "J-2", "J-3", "K-1", "K-2", "K-3", "L-1", "L-2", "L-3", "M-1", "M-2", "M-3", "N-1", "N-2", "N-3", "O-1", "O-2", "O-3", "P-1", "P-2", "P-3", "Q-1", "Q-2", "Q-3", "R-1", "R-2", "R-3", "S-1", "S-2", "S-3", "T-1", "T-2", "T-3", "U-1", "U-2", "U-3", "V-1", "V-2", "V-3", "W-1", "W-2", "W-3", "X-1", "X-2", "X-3", "Y-1", "Y-2", "Y-3", "Z-1", "Z-2", "Z-3" ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE BY SEPARATE INSTRUMENT TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.
- THE MAINTENANCE OF OWNER-RESERVED TRACTS AND AREAS AND PRIVATE EASEMENTS RESERVED BY OWNER WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND ITS SUCCESSORS OR ASSIGNS AND SUCCESSORS, AND ASSIGNS MAY INCLUDE A HOMEOWNERS' ASSOCIATION, A COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY, EXCEPT AS OTHERWISE CONVEYED TO HILLSBOROUGH COUNTY FOR THE BENEFIT OF THE PUBLIC.
- FEE INTEREST IN TRACTS "F-1" AND "F-2" ARE HEREBY RESERVED BY OWNER. SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.
- TRACTS "A", "C-1", "C-2", "C-3", "D-1", "D-2", "D-3", "E-1", "E-2", "E-3", "F-1", "F-2", "F-3", "G-1", "G-2", "H-1", "H-2", "H-3", "I-1", "I-2", "I-3", "J-1", "J-2", "J-3", "K-1", "K-2", "K-3", "L-1", "L-2", "L-3", "M-1", "M-2", "M-3", "N-1", "N-2", "N-3", "O-1", "O-2", "O-3", "P-1", "P-2", "P-3", "Q-1", "Q-2", "Q-3", "R-1", "R-2", "R-3", "S-1", "S-2", "S-3", "T-1", "T-2", "T-3", "U-1", "U-2", "U-3", "V-1", "V-2", "V-3", "W-1", "W-2", "W-3", "X-1", "X-2", "X-3", "Y-1", "Y-2", "Y-3", "Z-1", "Z-2", "Z-3" AND THE PRIVATE DRAINAGE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAY AND TRACTS DEDICATED TO PUBLIC USE.
- THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY SHOWN HEREON AS TRACT "A" (CHESTNUT CREEK PLACE, EMORY SOUND PLACE, SCARLET BAY PLACE AND OLIVE BROOK COURT) ARE NOT DEDICATED TO THE PUBLIC, BUT ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. THESE ROADS, RIGHTS OF WAY, AND EGRESS OF LOT OWNERS AND THEIR GUESTS AND INVITEES, SAID RIGHT OF ACCESS FOR INGRESS AND EGRESS WILL EXTEND TO LOT OWNERS WITHIN ALL PHASES AND UNITS, BOTH EXISTING AND FUTURE.
- OWNER HEREBY GRANTS TO HILLSBOROUGH COUNTY, GOVERNMENT AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL PACKAGE DELIVERY, SOLID WASTEWATER TREATMENT, AND OTHER SIMILAR PUBLIC UTILITIES GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE RIGHTS OF WAY WITHIN TRACT "A" (CHESTNUT CREEK PLACE, EMORY SOUND PLACE, SCARLET BAY PLACE AND OLIVE BROOK COURT), AS SHOWN HEREON FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- OWNER HEREBY GRANTS TO PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA, WATER AND SEWER, AND OTHER PUBLIC AND QUASI-PUBLIC UTILITIES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS AND UNDER THE PRIVATE RIGHTS OF WAY WITHIN TRACT "A" (CHESTNUT CREEK PLACE AND OLIVE BROOK COURT) AND THE AREAS THEREABOUT, AS PUBLIC UTILITY EASEMENTS, FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES, AS DESIGNATED BY OWNER, AND RELATED PURPOSES, FOR THE BENEFIT OF THE LOT OWNERS HEREON.
- THIS PRIVATE SUBDIVISION CONTAINS RIGHTS-OF-WAYS, EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.

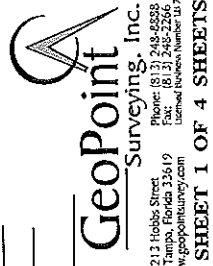
OWNER: MERRITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION

BY: _____
WITNESS
PRINT _____

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _____ DAY OF _____ 2021, PERSONALLY APPEARED _____ AS _____ OF _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Natally Public
Sign: _____
Print: _____
Commission No.: _____ Expires: _____

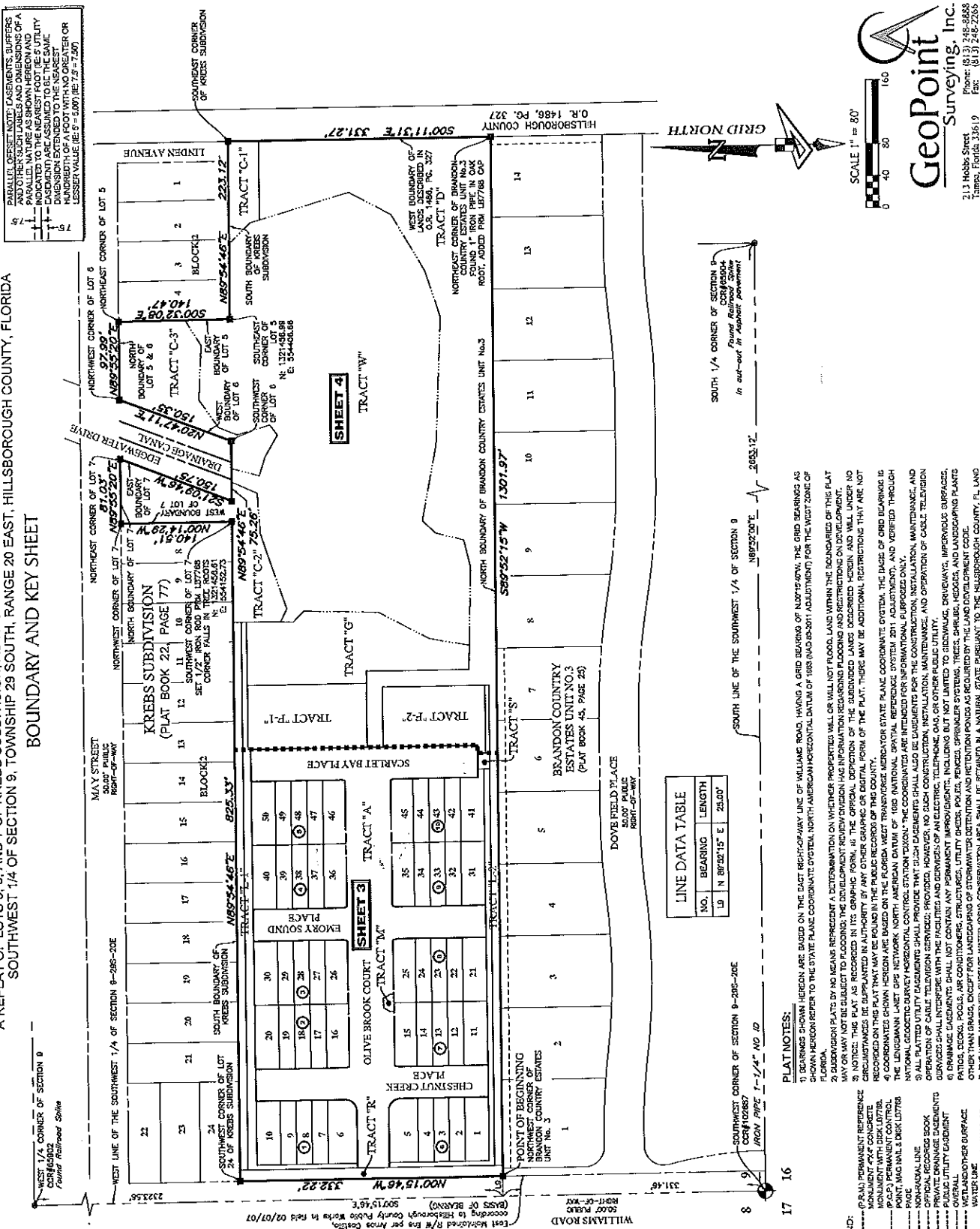


213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-6838
Fax: (813) 248-2566
www.geopointsurveying.com
Licensee License Number: LB 7788

PRESTON OAKS TOWNHOMES

A REPLAT OF LOTS 5, 6, AND 7 OF KREBS SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 77 AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

BOUNDARY AND KEY SHEET



- 1 PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SURVEY LABELS AND DIMENSIONS OF A PARALLEL, NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE 5' UTILITY EASEMENT) SHALL BE CONSIDERED TO BE THE DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE 5' = 5.00' (IE 7.8' = 7.80'))
- 2
- 3
- 4
- 5

LINE DATA TABLE

NO.	BEARING	LENGTH
1	N 89°52'15" E	25.00'

- PLAT NOTES:**
- 1 BEARINGS SHOWN HEREON ARE BASED ON THE EAST BROTHERS WAY LINE OF WILLIAMS ROAD, HAVING A GRID BEARING OF N 89°52'15" W, THE GRID BEARING AS SHOWN ON THIS PLAT.
 - 2 SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE DEVELOPER PROVIDES NO INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT OF THIS PLAT SHALL BE SUBJECT TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
 - 3 NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE ORIGINAL COPY OF THE SUBDIVISION RECORDING AND RESTRICTIONS ON DEVELOPMENT OF THIS PLAT SHALL BE SUBJECT TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
 - 4 THE LANDMAN SURVEY SECTION ARE BASED ON THE FLORIDA WEST TRANSVERSE MERIDIAN STATE PLANE COORDINATE SYSTEM, THE DATE OF GRID BEARING IS NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL STATION "1000" (NATIONAL SPATIAL REFERENCE SYSTEM 2011 ADJUSTMENT), AND VERIFIED THROUGH OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
 - 5 ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE SUBJECT TO THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES.
 - 6 DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, SUCH AS CONCRETE, BRICK, OR OTHER PUBLIC UTILITY.
 - 7 DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, SUCH AS CONCRETE, BRICK, OR OTHER PUBLIC UTILITY.
 - 8 THE WETLANDS SURFACE WATER (SW) CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO THE LAND DEVELOPMENT CODE.
 - 9 THE WETLANDS SURFACE WATER (SW) CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO THE LAND DEVELOPMENT CODE.
 - 10 THE WETLANDS SURFACE WATER (SW) CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO THE LAND DEVELOPMENT CODE.
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 - 23 THE WETLANDS SURFACE WATER (SW) CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO THE LAND DEVELOPMENT CODE.
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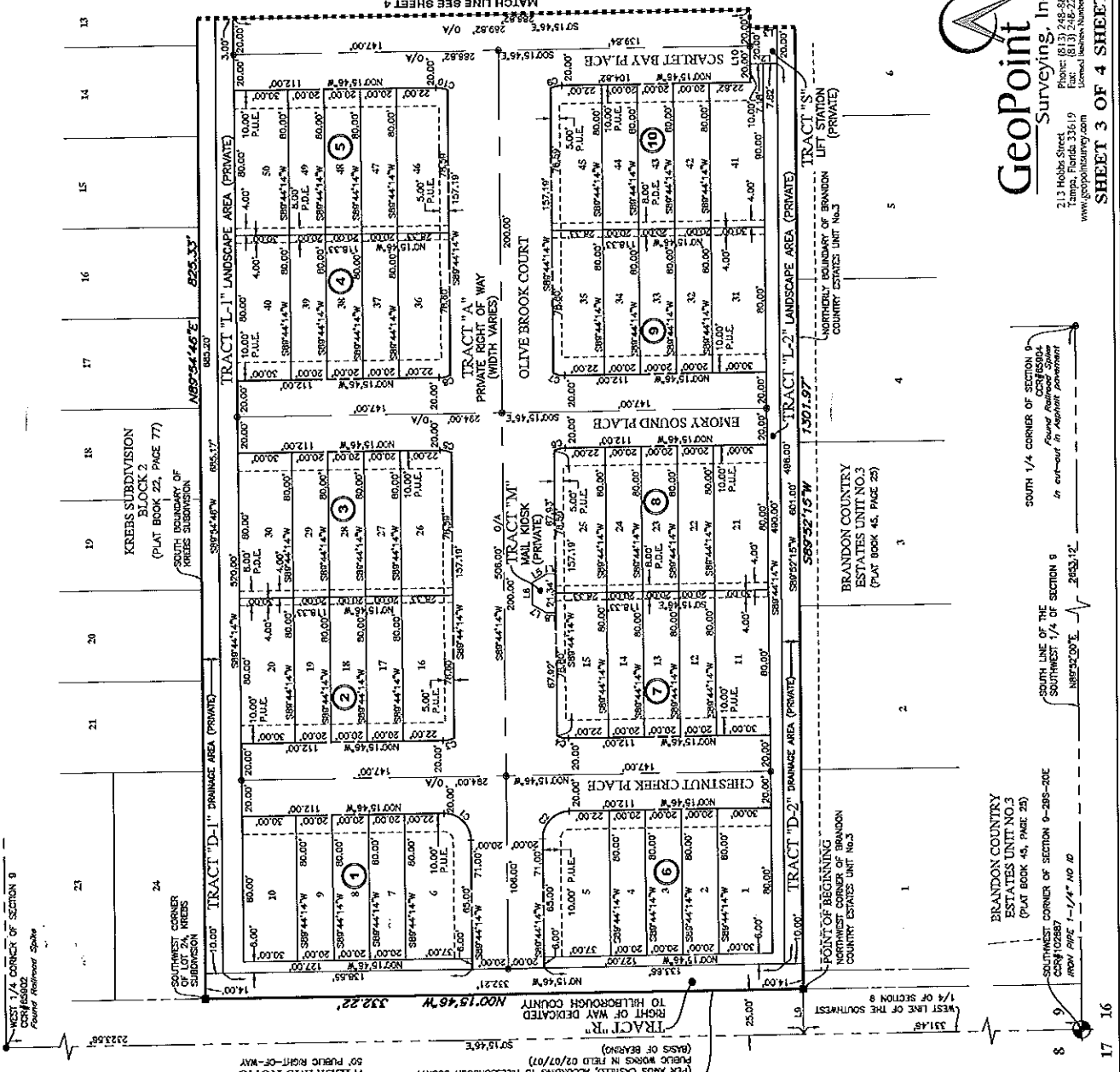
Geopoint Surveying, Inc.
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 www.geopointsurveying.com
 Licensed Business Number: 017704

SCALE 1" = 80'
 0 40 80 160

SHEET 2 OF 4 SHEETS

PRESTON OAKS TOWNHOMES

A REPLAT OF LOTS 5, 6, AND 7 OF KREBS SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 77 AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



SCALE 1" = 40'

SEE PLAT NOTES ON SHEET 2 FOR BASIS OF BEARINGS AND WETLAND CONSERVATION NOTE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	15.00'	90°00'00"	23.58'	21.21'	N 44°41'14" E
C2	15.00'	90°00'00"	23.58'	21.21'	N 48°19'46" W
C3	14.04'	28°42'43"	6.93'	6.49'	S 12°45'00" E
C4	15.00'	24°58'29"	6.54'	6.49'	S 12°13'29" W
C5	15.00'	27°59'29"	6.53'	6.49'	N 12°13'29" E
C6	15.00'	24°58'29"	6.54'	6.49'	N 12°45'00" W
C7	15.00'	24°58'29"	6.54'	6.49'	S 12°13'29" W
C8	15.00'	27°59'29"	6.54'	6.49'	S 12°45'00" E
C9	15.00'	24°58'29"	6.54'	6.49'	N 12°45'00" W
C10	15.00'	24°58'29"	6.54'	6.49'	N 12°13'29" E

NO.	BEARING	LENGTH
L1	S 07°15'46" E	5.00'
L2	S 07°15'46" E	15.00'
L3	N 07°15'46" W	15.00'
L4	N 37°15'46" W	9.24'
L5	S 89°41'14" W	12.11'
L6	S 29°41'14" W	9.24'
L7	S 07°15'46" E	5.00'
L8	N 89°41'14" W	24.00'
L9	S 89°41'14" W	42.00'

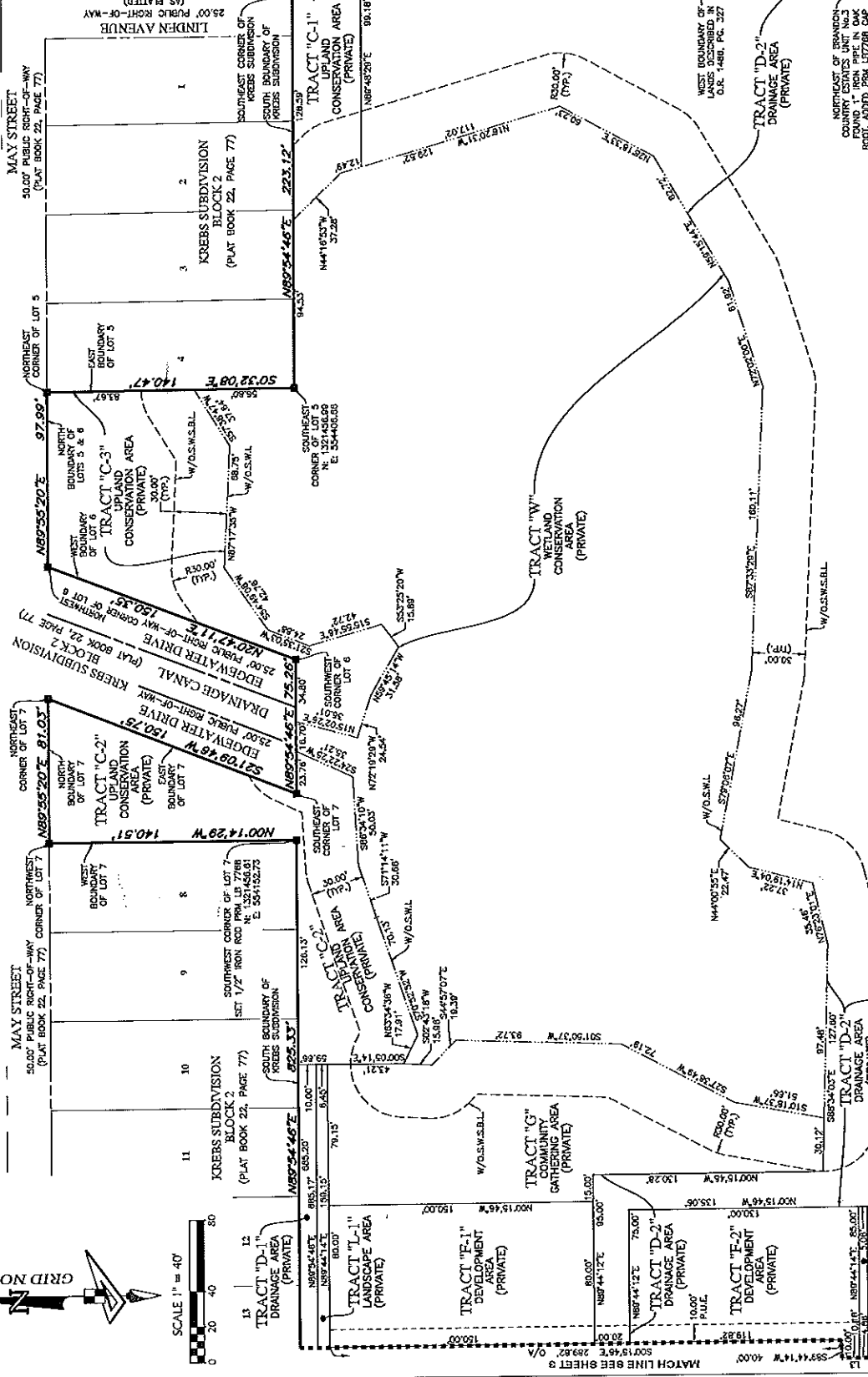
PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PROPERTY ARE SHOWN AS DIMENSIONS FROM THE CENTERLINE TO THE NEAREST FOOT (IF UTILITY EASEMENTS) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WHOSE DIMENSION IS GREATER THAN THE DIMENSION INDICATED IN PARENTS' DEEDS.

- LEGEND:**
- PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT WITH DIK LETTER
 - PERMANENT CONTROL POINT, WAO MAL 2 DIK LETTER
 - MONUMENTAL LINE
 - ORIGINAL RECORDS BOOK
 - PRIVATE DRAINAGE EASEMENTS
 - PUBLIC UTILITY EASEMENT
 - WETLAND CONSERVATION EASEMENT
 - WETLAND OTHER SURFACE WATER LINE
 - WETLAND OTHER SURFACE WATER SETBACK LINE
 - CERTIFIED CORNER RECORD
 - DIK Number

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PRESTON OAKS TOWNHOMES

A REPLAT OF LOTS 5, 6, AND 7 OF KREBS SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 77 AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



NO.	BEARING	LENGTH
L3	N 00°15'45" W	15.00'

NO.	BEARING	LENGTH
L3	N 00°15'45" W	15.00'

BRANDON COUNTRY ESTATES UNIT NO. 3 (PLAT BOOK 45, PAGE 28)

BRANDON COUNTRY ESTATES UNIT NO. 3 (PLAT BOOK 45, PAGE 28)

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SHEET 4 OF 4 SHEETS

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREIN AND DIMENSIONS OF A PARALLEL NATURE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST DIMENSION OF A FOOT WITH NO GREATER OR LESSER VALUE (0.5" = 0.00' (0.125" = 0.001'))

SEE PLAT NOTES ON SHEET 3 FOR BASIS OF BEARINGS AND WETLAND CONSERVATION NOTE

LEGEND:

- PC - PERMANENT REFERENCE MONUMENT (PVP)
- CONCRETE MONUMENT WITH DISK LETTER
- IR - IRON PIPE IN CONCRETE
- IR - IRON PIPE IN CONCRETE FOUND 1" IRON PIPE IN DAK ROOT, ADDED PERM LETTER 7768 C46
- PC - PERMANENT REFERENCE MONUMENT (PVP)
- CONCRETE MONUMENT WITH DISK LETTER
- IR - IRON PIPE IN CONCRETE
- IR - IRON PIPE IN CONCRETE FOUND 1" IRON PIPE IN DAK ROOT, ADDED PERM LETTER 7768 C46

LEGEND:

- PC - PERMANENT REFERENCE MONUMENT (PVP)
- CONCRETE MONUMENT WITH DISK LETTER
- IR - IRON PIPE IN CONCRETE
- IR - IRON PIPE IN CONCRETE FOUND 1" IRON PIPE IN DAK ROOT, ADDED PERM LETTER 7768 C46
- PC - PERMANENT REFERENCE MONUMENT (PVP)
- CONCRETE MONUMENT WITH DISK LETTER
- IR - IRON PIPE IN CONCRETE
- IR - IRON PIPE IN CONCRETE FOUND 1" IRON PIPE IN DAK ROOT, ADDED PERM LETTER 7768 C46