SUBJECT:

Waterset Phase 5B-2

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE: CONTACT:

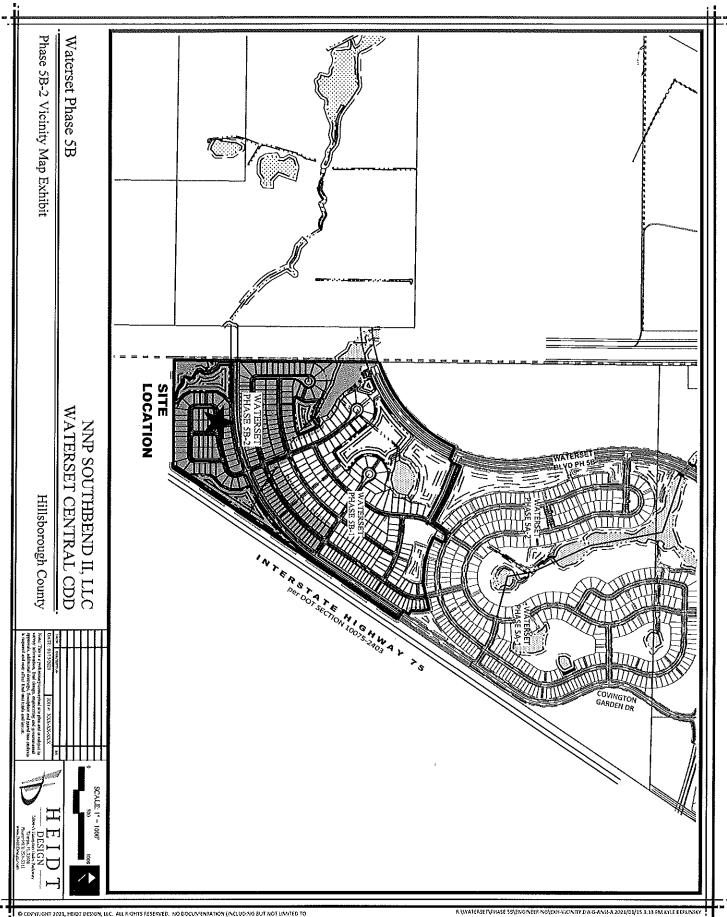
February 9, 2021 Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Waterset Phase 5B-2, located in Section 26, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater and reclaimed water) 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 \$3,599,315.63, a Warranty Bond in the amount of \$287,945.25, 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 \$22,375.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On September 27, 2019, Permission to Construct Prior to Platting was issued for Waterset Phase 5B-2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is NNP-Southbend II, LLC and the engineer is Heidt Design.



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into thisday of, 20, by and between NNP-Southbend II, LLC, a Delaware limited liability company hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County," and joined in by the Waterset Central Community Development District, hereinafter referred to as "District" with respect paragraph 13 hereof.			
Witnesseth			
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and			
WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and			
WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>WATERSET PHASE 5B-2</u> and			
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and			
WHEREAS, the improvements required by the LDC in the subdivision known as <u>WATERSET PHASE 5B-2</u> are to be installed after recordation of said plat under guarantees posted with the County; and			
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and			
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and			
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept from the Subdivider and/or the District, as applicable, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:			
X Roads/Streets X Water Mains/Services X Stormwater Drainage Systems X Sanitary Gravity Sewer System X Sanitary Sewer Distribution System Bridges X Reclaimed Water Mains/Services Sidewalks Other:			
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and			
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.			
NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned improvements, the			

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.

Subdivider and County, joined by the District as to paragraph 13 hereof, agree as follows:

2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>WATERSET PHASE 5B-2</u> Subdivision, within <u>twelve (12)</u> 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, 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 <u>WATERSET PHASE 5B-2</u> 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
b.	A Performance Bond PB0301040	7285 with NNP-Southbend II, LLC	
	as Principal, and Philadelphia Inc	demnity Insurance Company as Sur	ety, and
		7_with NNP-Southbend II, LLC	
	as Principal, and Philadelphia Ind	demnity Insurance Company as Sure	ty, and
).	Cashier/Certified Checks, number	, dated	and
	number	, dated	, which shal
	be deposited by the County into a r	non-interest bearing escrow account upon ceived by the County pursuant to this A	receipt. No interest shall be

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
 - 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 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

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 WATERSET PHASE 5B-2 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 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 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. The District may construct and/or pay for the cost of all or a portion of the improvements required to be constructed by Subdivider under this Agreement, and such improvements constructed and/or paid for by the District will be conveyed by the Subdivider to the District prior to the County's acceptance thereof. In such event, the County agrees that it shall accept any such improvements constructed and/or paid for by the District from the District. Nothing in this paragraph shall modify the Subdivider's obligations to construct and warranty the improvements facilities in the WATERSET PHASE 5A-2A subdivision and to provide the letters of credit, performance and warranty bonds, escrow agreements and/or cashier/certified checks as set forth in this Agreement.
- 14. 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.
- 15. 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 24 day of 20 20. ATTEST: SUBDIVIDER: NNP-Southbend II, LLC, a Delaware limited liability company By: Jacon pohu Witness' Signature Authorized Corporate Officer or Individual (Signed before a Notary Public and 2 Witnesses) Kirsten Lycett Aaron Baker Printed Name of Witness Name (typed, printed or stamped) rustina Baker Vice President Witness' Signature Title Christina Baker 3162 S. Falkenburg Road, Riverview, FL 33578 Printed Name of Witness Address of Signer 813-620-3555 Phone Number of Signer ATTEST: DISTRICT: Waterset Central Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes By: Authorized Corporate Officer or Individual Witness' Signature (Signed before a Notary Public and 2 Witnesses) Kirsten Lycett Aaron J. Baker Printed Name of Witness Name (typed, printed or stamped) Vice Chairman of the Board of Supervisors Witness' Signature Title Christina Baker 9428 Camden Field Parkway, Riverview, Florida 33578 Printed Name of Witness Address of Signer 813-533-2950 Phone Number of Signer CORPORATE SEAL (When Appropriate) ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT BOARD OF COUNTY COMMISSIONERS By:

Chairman

Deputy Clerk

APERO (60 BY COURTY ATTORNEY

FY Approved to real same Legal Sufficiency

CORPORATE ACKNOWLEDGMENT (Subdivider):

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this 24 day of 16 Cember,
20 / , by Aaron Baker, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of the
company. He and/or she is personally known to me or has produced
as identification and did take an oath.
NOTARY PUBLIC: Sign:
CORPORATE ACKNOWLEDGMENT (District): STATE OF
The foregoing instrument was acknowledged before me this 24 day of December,
20, by Aaron J. Baker, as Vice Chairman of the Board of Supervisors of the Waterset Central Community Development
District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes
on behalf of the District. He and/or she is personally known to me or has produced
as identification and did take an oath.
NOTARY PUBLIC: Sign:
Serial Number, if any: Bonded through National Notary Assn.
My Commission Expires:

INDIVIDUAL ACKNOWLEDGMENT:
STATE OF FlorIDA
COUNTY OF HILShowsh
The foregoing instrument was acknowledged before me this 24 day of
NOTARY PUBLIC:
Sign:(seal)
Print: Kirsten Lycett
Title or Rank: KIRSTÉNLYCETT Notary Public - State of Florida Commission # GG 116021
Serial Number, if any: My Comm. Expires Oct 15, 2021 Bonded through National Notary Assn.
My Commission Expires:

Bond No. PB03010407285

Premium: \$21,596 / Annually

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we NNP-Southbend II, LLC called the Principal, and Philadelphia Indemnity Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Three Million Five Hundred Ninety-Nine Thousand Three Hundred Fifteen and 63/100 Dollars (\$3,599,315.63) 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, roads, drainage, water, reclaimed water, wastewater and other necessary facilities in the platted area known as WATERSET PHASE 5B-2 subdivision, 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 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 <u>WATERSET PHASE 5B-2</u> subdivision all roads, drainage, water, reclaimed water, wastewater and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MARCH 9, 2022.

SIGNED, SEALED AND DATED this 180	th day of <u>December</u> , 20 <u>20</u>
ATTEST:	
	NNP-Southbend II, LLC PRINCIPAL (SEAL)
	Philadelphia Indemnity Insurance Company SURETY (SEAL)
ATTEST:	Janina Monroe, ATTORNEY-IN-FACT (SEAL

APPROVED BY COUNTY ATTORNEY

LEY
Approved as to Ford and Laged Sufficiency

Bond No. PB03010407285 Page Four (4)

SIGNATURE PAGE

Bond No. <u>PB03010407285</u> <u>WATERSET PHASE 5B-2</u>

NNP-Southbend II, LLC A Delaware Limited Liability Company
By: Aaron Baker
Its: Vice President
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me by means of 💢 physical presence or 🗌 online
notarization, this Dec. 24.2020 (date) by Agron Gaker (name member, manager,
officer or agent, title of member, manager officer or agent) of MP. Somble that frame of company
acknowledging), a(state or place of formation).limited liability company, on behalf
of the company, who is personal known to me or has produced (type of
identification) as identification.
Men
KIRSTEN LYCETT Notary Public - State of Florida Commission # GG 116021 My Comm. Expires Oct 15, 2021 Kirsten Lycett
Bonded through National Notary Assn. Name typed, printed or stamped
(Title or rank)
(Serial number, if any)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of _____ }

On _	DEC 1.8 2020	_ before me,	M. Barreras, Notary Public (Here insert name and title of the officer)	
	nally appeared		Janina Monroe,	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/six subscribed to the within instrument and acknowledged to me that kg/she/they executed the same in kis/her/their authorized capacity(ixx) and that by kis/her/theix signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
	ify under PENALTY pregoing paragraph		under the laws of the State of California that rect.	
	NESS my hand and Public Signature	\mathcal{A}	M. BARRERAS Notary Public – California Orange County Commission # 2217716 My Comm. Expires Nov 5, 2021	
ADDI	TIONAL OPTIONAL	INFORMATIO	INSTRUCTIONS FOR COMPLETING THIS FORM	
	PTIONAL OPTIONAL PTION OF THE ATTACHED		This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.	12
	escription of attached document) escription of attached document con	inued)	 State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 	
Number	of Pages Document D	ate	 The notary public must print his or her name as it appears within his or he commission followed by a comma and then your (title (notary public). Print the name(s) of document signer(s) who personally appear at the time o notarization. 	
CAF	PACITY CLAIMED BY T Individual (s) Corporate Officer (Title)	HE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. 	s .
	Partner(s) Attorney-in-Fact		 Signature of the notary public must match the signature on file with the office of the county clerk. 	
	Trustee(s) Other		 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretarry). 	
OAE Morei	on your Naton Classes says	en 979 nocc	Securely attach this document to the signed document with a stable	

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27^{1H} DAY OF OCTOBER, 2017.



(Seal)

Rominas

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COULIONAEALTH OF PENNSYLVAN NOTARIAL SEAL Margan Krapp, Notary Public Lover Merich Tap., Marchastery Cour	Notary Public:	Morgan Morpp	
My Communication Explorer Secol 25, 20 NEW ER PERVISIONAL ACCOMMUNICATION	21 (Bala Cynwyd, PA	
(Notary Seal)	My commission expires:	September 25, 2021	

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of December 20 2020



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No. PB03010407287

Premium: \$1,728 / Annually

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we NNP-Southbend II, LLC called the

Principal and Philadelphia Indemnity Insurance Company called the Surety, are held and firmly

bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY,

FLORIDA, in the sum of Two Hundred Eighty Seven Thousand Nine Hundred Forty Five and

25/100 Dollars (\$287,945.25) 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 (roads, drainage, water, reclaimed water and wastewater) for maintenance in the approved

platted subdivision known as WATERSET PHASE 5B-2 and

WHEREAS, the aforementioned subdivision regulations require as a condition of

acceptance of the improvement facilities (roads, drainage, water, reclaimed water and wastewater)

that the Principal provide to the Board of County Commissioners of Hillsborough County a bond

warranting all roads, drainage, sanitary sewers, water mains, reclaimed water mains and all other

necessary 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.

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 roads, drainage, water, reclaimed water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as WATERSET PHASE 5B-2, 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 MARCH 9, 2024.

SIGNED, SEALED AND DATED this <u>18</u>	th day of December, 2020.
ATTEST:	
	NNP-Southbend II, LLC PRINCIPAL (SEAL)
	Philadelphia Indemnity Insurance Company SURETY (SEAL)
ATTEST:	Janina Monroe, ATTORNEY-IN-FACT (SEAL)

APPECATED BY COUNTY ATTORNEY

EY

Approved as to Forman Veget Sufficiency

SIGNATURE PAGE

Bond No. <u>PB03010407287</u> WATERSET PHASE 5B-2

(Serial number, if any)

	WATERSET FHASE 3D-2
NNP–Southbend II, LLC A Delaware Limited Liability Company	
By: Aaron Baker	
Its: Vice President	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me	by means of physical presence or
online notarization, this Dec. 24, 7020 (date) by	GION Ballet (name
member, manager, officer or agent, title of member, man	nager officer or agent) of MPSouthbend 15,1
(name of company acknowledging), a Pelautre	(state or place of formation).
limited liability company, on behalf of the company, wh	o is personal known to me or has produced
(type of identifical	tion) as identification.
	Am
S	Signature of person taking acknowledgment
_	Kirsten Lycett
KIRSTEN LYCETT Notary Public - State of Florida Commission # GG 116021	Name typed, printed or stamped
My Comm. Expires Oct 15, 2021 Bonded through National Notary Assn.	(Title or rank)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

2015 Version www NotaryClasses.com 800-873-9865

State of California	}		
County of Orange	}		
On DEC 18 2020 before me,	M. Barreras, Notary Public		
personally appeared	Janina Monroe		
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/axx subscribed to the within instrument and acknowledged to me that kx/she/kxxx executed the same in kis/her/kxxir authorized capacity(ixx) and that by kxix/her/kxxix signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.			
I certify under PENALTY OF PERJURY the foregoing paragraph is true and co	Y under the laws of the State of California that rrect.		
WITNESS my hand and official seal.	M. BARRERAS Notary Public - California Orange County Commission # 2217716 My Comm. Expires Nov 5, 2021		
Notary Public Signature (N	otary Public Seal)		
ADDITIONAL OPTIONAL INFORMAT	ION INSTRUCTIONS FOR COMPLETING THIS FORM		
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.		
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. 		
(Title or description of attached document continued)	Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.		
Number of Pages Document Date	The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).		
	Print the name(s) of document signer(s) who personally appear at the time of notarization.		
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. 		
☐ Individual (s)	he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.		
☐ Corporate Officer	 The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a 		
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.		
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk. 		
	 Additional information is not required but could help to ensure this 		
☐ Trustee(s)	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.		
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).		

· Securely attach this document to the signed document with a staple,

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

120 minso

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COURDONNEALTH OF PERNSTUNNEA

ROTARUL SEAL

Morgan Krapp, NOStay Public

Loant Working Lang Victoring

By Commission Explored Sept 2 2211

(Notary Seal)

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of December 20 2020

1927

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



Summary For Performance Bond WATERSET PHASE 5B-2

FOLIO # 54165.0000

Performance Bond Amount (125% of Total)	\$3,599,315.63
Total Amount	\$2,879,452.50
Reclaimed Water Distribution System	\$435,211.00
Sewage Collection System	\$309,240.00
Water Distribution System	\$331,281.00
Streets and Drainage Facilities	\$1,803,720.50

Timothy M. Plate P.E. # 41153

Date Prepared November 11, 2020

10,00

No.41153

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Schedule: Streets & Drainage Facilities

WATERSET PHASE 5B-2

Unit	Quantity	Item	Item Average Unit Price	
		5B-2 Subdivision		
LS	1	Signing & Pavement Marking	\$12,000.00	\$12,000.00
SY	14,875	1-3/4" SP 12.5 Asphaltic Surface Course	\$9.30	\$138,337.50
SY	14,875	7" Soil-Cement Base	\$16.25	\$241,718.75
SY	14,875	12" Compacted Subgrade	\$1.60	\$23,800.00
LF	460	Concrete Sidewalk (4" Thick)	\$21.00	\$9,660.00
LF	225	Concrete Sidewalk (6" Thick)	\$28.00	\$6,300.00
LF	12,075	Miami Curb & Gutter	\$13.20	\$159,390.00
LF	255	Type F Curb & Gutter	\$16.50	\$4,207.50
LF	125	Drop Curb & Gutter	\$20.95	\$2,618.75
LF	165	Type D Curb	\$12.20	\$2,013.00
EA	3	ADA Ramps	\$1,100.00	\$3,300.00
LF	19500	Underdrain	\$12.75	\$248,625.00
EA	60	Underdrain Cleanout	\$210.00	\$12,600.00
LF	1076	15" RCP	\$36.00	\$38,736.00
LF	860	18" RCP	\$42.00	\$36,120.00
LF	531	24" RCP	\$54.00	\$28,674.00
LF	321	30" RCP	\$69.75	\$22,389.75
LF	332	36" RCP	\$93.00	\$30,876.00
EA	12	Type 1 Curb Inlet	\$4,300.00	\$51,600.00
EA	12	Type 2 Curb Inlet	\$4,450.00	\$53,400.00
EA	4	Type P Manhole	\$2,500.00	\$10,000.00
EA	4	Type J Manhole	\$3,750.00	\$15,000.00



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		Covington Garden Dr Ph 5B-2		
LS	1	Signing & Pavement Marking	\$30,500.00	\$30,500.00
SY	8,635	1" FC 9.5 Asphaltic Friction Course	\$7.70	\$66,489.50
SY	8,635	2" SP 12.5 Asphaltic Surface Course	\$10.50	\$90,667.50
SY	8,635	8" Crushed Concrete Base	\$13.15	\$113,550.25
SY	8,635	12" Stabilized Subgrade	\$7.00	\$60,445.00
LF	4,665	Concrete Sidewalk (6" Thick)	\$28.00	\$130,620.00
EA	8	ADA Ramps	\$1,100.00	\$8,800.00
LF	4,676	Type F Curb & Gutter	\$13.50	\$63,126.00
LF	596	15" RCP	\$36.00	\$21,456.00
EA	2	Type 1 Curb Inlet	\$4,300.00	\$8,600.00
EA	8	Type 2 Curb Inlet	\$4,450.00	\$35,600.00
EA	9	Type P Manhole	\$2,500.00	\$22,500.00
		Total Streets & Drainage		\$1,803,720.50



Schedule: Water Distribution System

WATERSET PHASE 5B-2

Unit	Quantity	Item	Average Unit Price	Total Amount
		5B-2 Subdivision		
LF	520	4" PVC Water Main	\$12.00	\$6,240.00
LF	4,570	6" PVC Water Main	\$12.50	\$57,125.00
LF	1,780	8" PVC Water Main	\$17.50	\$31,150.00
EA	2	4" Gate Valve	\$800.00	\$1,600.00
EA	21	6" Gate Valve	\$860.00	\$18,060.00
EA	9	8" Gate Valve	\$1,200.00	\$10,800.00
EA	14	4" MJ Fitting	\$160.00	\$2,240.00
EA	24	6" MJ Fitting	\$200.00	\$4,800.00
EA	17	8" MJ Fitting	\$300.00	\$5,100.00
EA	14	Fire Hydrant Assembly	\$3,650.00	\$51,100.00
EA	54	Single Service (Short)	\$235.00	\$12,690.00
EA	31	Double Service (Short)	\$310.00	\$9,610.00
EA	62	Single Service (Long)	\$315.00	\$19,530.00
		Covington Garden Dr Ph 5B-2		
LF	48	20" Steel Casing	\$77.00	\$3,696.00
LF	2,360	8" DIP Water Main	\$29.00	\$68,440.00
EA	9	8" Gate Valve	\$1,200.00	\$10,800.00
EA	9	8" MJ Fitting	\$300.00	\$2,700.00
EA	4	Fire Hydrant Assembly	\$3,650.00	\$14,600.00
EA	1	Blowoff Assembly	\$1,000.00	\$1,000.00
		Total Water Distribution System		\$331,281.00



Schedule: Sewage Collection System

WATERSET PHASE 5B-2

Unit	Quantity	Item	Average Unit Price	Total Amount
		5B-2 Subdivision		
LF	4,826	8" PVC Gravity Main	\$35.00	\$168,910.00
EA	19	Sanitary Manhole	\$3,530.00	\$67,070.00
EA	2	Drop Manhole	\$4,200.00	\$8,400.00
EA	22	Single Sanitary Service	\$630.00	\$13,860.00
EA	60	Double Sanitary Service	\$850.00	\$51,000.00
		Total Sewage Collection System		\$309,240.00



Schedule: Reclaimed Water Distribution System

WATERSET PHASE 5B-2

Unit	Quantity	Item	Average Unit Price			
		5B-2 Subdivision				
LF	440	4" PVC Reclaimed Water Main	\$12.00	\$5,280.00		
LF	5,540	6" PVC Reclaimed Water Main	\$12.50	\$69,250.00		
LF	440	8" PVC Reclaimed Water Main	\$17.50	\$7,700.00		
EA	2	4" Gate Valve	\$800.00	\$1,600.00		
EA	16	6" Gate Valve	\$860.00	\$13,760.00		
EA	2	8" Gate Valve	\$1,200.00	\$2,400.00		
EA	14	4" MJ Fitting	\$160.00	\$2,240.00		
EA	57	6" MJ Fitting	\$160.00	\$9,120.00		
EA	18	8" MJ Fitting	\$215.00	\$3,870.00		
EA	17	Single Service (Short)	\$230.00	\$3,910.00		
EA	26	Double Service (Short)	\$350.00	\$9,100.00		
EA	112	Single Service (Long)	\$345.00	\$38,640.00		
EA	1	1" Reclaimed Irrigation Service	\$345.00	\$345.00		
7.2.		Covington Garden Dr Ph 5B-2				
LF	80	8" DIP Reclaimed Water Main	\$29.00	\$2,320.00		
LF	1,240	16" DIP Reclaimed Water Main	\$63.50	\$78,740.00		
LF	1,120	20" DIP Reclaimed Water Main	\$110.00	\$123,200.00		
LF	48	20" Steel Casing	\$77.00	\$3,696.00		
EA	2	8" Gate Valve	\$1,200.00	\$2,400.00		
EA	3	16" Gate Valve	\$5,400.00	\$16,200.00		
EA	2	20" Gate Valve	\$13,500.00	\$27,000.00		
EA		8" MJ Fitting	\$215.00	\$645.00		
EA	7	16" MJ Fitting	\$685.00	\$4,795.00		
EA	5	20" MJ Fitting	\$1,600.00	\$8,000.00		
EA	1	Blowoff Assembly	\$1,000.00	\$1,000.00		
Total Reclaimed Water Distribution System \$						



Summary For Warranty Bond WATERSET PHASE 5B-2

FOLIO # 54165.0000

Warranty Bond Amount (10% of Total)	\$287,945.25
Total Amount	\$2,879,452.50
Reclaimed Water Distribution System	\$435,211.00
Sewage Collection System	\$309,240.00
Water Distribution System	\$331,281.00
Streets and Drainage Facilities	\$1,803,720.50

Timothy M. Rlate: P.E.# 41153

Date Prepared: November 11, 2020

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Schedule: Streets & Drainage Facilities

WATERSET PHASE 5B-2

Unit	Quantity	Item Average Unit Price		Total Amount
Tu Th		5B-2 Subdivision		
LS	1	Signing & Pavement Marking	\$12,000.00	\$12,000.00
SY	14,875	1-3/4" SP 12.5 Asphaltic Surface Course	\$9.30	\$138,337.50
SY	14,875	7" Soil-Cement Base	\$16.25	\$241,718.75
SY	14,875	12" Compacted Subgrade	\$1.60	\$23,800.00
LF	460	Concrete Sidewalk (4" Thick)	\$21.00	\$9,660.00
LF	225	Concrete Sidewalk (6" Thick)	\$28.00	\$6,300.00
LF	12,075	Miami Curb & Gutter	\$13.20	\$159,390.00
LF	255	Type F Curb & Gutter	\$16.50	\$4,207.50
LF	125	Drop Curb & Gutter	\$20.95	\$2,618.75
LF	165	Type D Curb	\$12.20	\$2,013.00
EA	3	ADA Ramps	\$1,100.00	\$3,300.00
LF	19500	Underdrain	\$12.75	\$248,625.00
EA	60	Underdrain Cleanout	\$210.00	\$12,600.00
LF	1076	15" RCP	\$36.00	\$38,736.00
LF	860	18" RCP	\$42.00	\$36,120.00
LF	531	24" RCP	\$54.00	\$28,674.00
LF	321	30" RCP	\$69.75	\$22,389.75
LF	332	36" RCP	\$93.00	\$30,876.00
EA	12	Type 1 Curb Inlet	\$4,300.00	\$51,600.00
EA	12	Type 2 Curb Inlet	\$4,450.00	\$53,400.00
EA	4	Type P Manhole	\$2,500.00	\$10,000.00
EA	4	Type J Manhole	\$3,750.00	\$15,000.00



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	Covington Garden Dr Ph 5B-2					
LS	1	Signing & Pavement Marking	\$30,500.00	\$30,500.00		
SY	8,635	1" FC 9.5 Asphaltic Friction Course	\$7.70	\$66,489.50		
SY	8,635	2" SP 12.5 Asphaltic Surface Course	\$10.50	\$90,667.50		
SY	8,635	8" Crushed Concrete Base	\$13.15	\$113,550.25		
SY	8,635	12" Stabilized Subgrade	\$7.00	\$60,445.00		
LF	4,665	Concrete Sidewalk (6" Thick)	\$28.00	\$130,620.00		
EA	8	ADA Ramps	\$1,100.00	\$8,800.00		
LF	4,676	Type F Curb & Gutter	\$13.50	\$63,126.00		
LF	596	15" RCP	\$36.00	\$21,456.00		
EA	2	Type 1 Curb Inlet	\$4,300.00	\$8,600.00		
EA	8	Type 2 Curb Inlet	\$4,450.00	\$35,600.00		
EA	9	Type P Manhole	\$2,500.00	\$22,500.00		
		Total Streets & Drainage		\$1,803,720.50		



Schedule: Water Distribution System

WATERSET PHASE 5B-2

Unit	Quantity	Price		Total Amount		
She?	5B-2 Subdivision					
LF	520	4" PVC Water Main	\$12.00	\$6,240.00		
LF	4,570	6" PVC Water Main	\$12.50	\$57,125.00		
LF	1,780	8" PVC Water Main	\$17.50	\$31,150.00		
EA	2	4" Gate Valve	\$800.00	\$1,600.00		
EA	21	6" Gate Valve	\$860.00	\$18,060.00		
EA	9	8" Gate Valve	\$1,200.00	\$10,800.00		
EA	14	4" MJ Fitting	\$160.00	\$2,240.00		
EA	24	6" MJ Fitting	\$200.00	\$4,800.00		
EA	17	8" MJ Fitting	\$300.00	\$5,100.00		
EA	14	Fire Hydrant Assembly	\$3,650.00	\$51,100.00		
EA	54	Single Service (Short)	\$235.00	\$12,690.00		
EA	31	Double Service (Short)	\$310.00	\$9,610.00		
EA	62	Single Service (Long)	\$315.00	\$19,530.00		
		Covington Garden Dr Ph 5B-2		METERSTER		
LF	48	20" Steel Casing	\$77.00	\$3,696.00		
LF	2,360	8" DIP Water Main	\$29.00	\$68,440.00		
EA	9	8" Gate Valve	\$1,200.00	\$10,800.00		
EA	9	8" MJ Fitting	\$300.00	\$2,700.00		
EA	4	Fire Hydrant Assembly	\$3,650.00	\$14,600.00		
EA	1	Blowoff Assembly	\$1,000.00	\$1,000.00		
		Total Water Distribution System		\$331,281.00		



Schedule: Sewage Collection System

WATERSET PHASE 5B-2

Unit	Quantity	Item	Average Unit Price	Total Amount
1-11		5B-2 Subdivision		
		5B-2 Subdivision		
LF	4,826	8" PVC Gravity Main	\$35.00	\$168,910.00
EA	19	Sanitary Manhole	\$3,530.00	\$67,070.00
EA	2	Drop Manhole	\$4,200.00	\$8,400.00
EA	22	Single Sanitary Service	\$630.00	\$13,860.00
EA	60	Double Sanitary Service	\$850.00	\$51,000.00
		Total Sewage Collection System		\$309,240.00



Schedule: Reclaimed Water Distribution System

WATERSET PHASE 5B-2

Unit	Quantity	Item Average U		Total Amount			
7		5B-2 Subdivision					
LF	440	4" PVC Reclaimed Water Main	\$12.00	\$5,280.00			
LF	5,540			\$69,250.00			
LF	440	8" PVC Reclaimed Water Main \$17.50		\$7,700.00			
EA	2	4" Gate Valve	\$800.00	\$1,600.00			
EA	16	6" Gate Valve	\$860.00	\$13,760.00			
EA	2	8" Gate Valve	\$1,200.00	\$2,400.00			
EA	14	4" MJ Fitting	\$160.00	\$2,240.00			
EA	57	6" MJ Fitting	\$160.00	\$9,120.00			
EA	18	8" MJ Fitting	\$215.00	\$3,870.00			
EA	17	Single Service (Short)	\$230.00	\$3,910.00			
EA	26	Double Service (Short)	\$350.00	\$9,100.00			
EA	112	Single Service (Long)	\$345.00	\$38,640.00			
EA	1	1" Reclaimed Irrigation Service	\$345.00	\$345.00			
		Covington Garden Dr Ph 5B-2					
LF	80	8" DIP Reclaimed Water Main	\$29.00	\$2,320.00			
_LF	1,240	16" DIP Reclaimed Water Main	\$63.50	\$78,740.00			
LF	1,120	20" DIP Reclaimed Water Main	\$110.00	\$123,200.00			
LF	48	20" Steel Casing	\$77.00	\$3,696.00			
EA	2	8" Gate Valve	\$1,200.00	\$2,400.00			
EA	3	16" Gate Valve	\$5,400.00	\$16,200.00			
EA	2	20" Gate Valve	\$13,500.00	\$27,000.00			
EA	3	8" MJ Fitting	\$215.00	\$645.00			
EA	7	16" MJ Fitting	\$685.00	\$4,795.00			
EA	5	20" MJ Fitting	\$1,600.00	\$8,000.00			
EA	1	Blowoff Assembly	\$1,000.00	\$1,000.00			
	Total Reclaimed Water Distribution System \$435,211.00						

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

	This Agreeme	ent made and entere	d into this	_day of_		20	_ by and between
NNP-9	Southbend II, LI	_C, a Delaware limite	ed liability comp	pany, her	einafter referred to	as "S	ubdivider", and
Hillsbo	rough County,	a political subdivisio	n of the State of	of Florida	, hereinafter referre	ed to a	s "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 and 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 WATERSET
PHASE 5B-2; 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 <u>WATERSET</u> PHASE 5B-2 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; and

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

- 1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>WATERSET PHASE 5B-2</u> subdivision within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to Paragraph 3, below, all lot corners as required by Florida Statutes.

a.	Letter of Credit, number, dated,
	with
	by order of
	, or
ı.	A Davisaria - David DDDD00040407000 data d 4040400
b.	A Performance Bond PBPB03010407285, dated 12/18/20_,
	with NNP - Southbend II, LLC as Principal,
	and Philadelphia Indemnity Insurance Company
	as Surety, or
d.	Cashier/Certified Check, number
u.	, dated

3.

The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby

Copy(ies) of said Letter of Credit, Performance Bonds, Escrow Agreements, or Cashier/Certified Checks is/are 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 <u>WATERSET PHASE 5B-2</u> 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 ha 2020.	ve executed these presents, this 24 day of December,
ATTEST: Witness Signature	SUBDIVIDER: By: NNP Southbend II, LLC, a Delaware limited liability company Authorized Corporate Officer or Individual (Sign before a Notary Public)
Kirsten Lycett	Aaron Baker
Printed Name of Witness	Printed Name of Signer
Christina Baker Witness' Signature	Vice President Title of Signer
Christina Baker Printed Name of Witness	3162 S Falkenburg Road, Riverview, FL 33578 Address of Signer
	813-620-3555 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
ATTEST:	
BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY	CLERK OF CIRCUIT COURT, FLORIDA
By:	Ву:
Chairman	Deputy Clerk

AND EACH BY COUNTY ALTOROUS LY CONTROL OF FORMAL Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this 12 12 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
NOTARY PUBLIC: Sign:(Seal)
Print: Kirsten Lycett
Title or Rank:
Serial Number, if any: Commission # GG 116021 My Comm. Expires Oct 15, 2021 Bended through National Notary Assn.
My Commission Expires:
INDIVIDUAL ACKNOWLEDGMENT:
STATE OF PORIDA
COUNTY OF HILS BORDUCE
by, Askon Beker as identification and who did take an oath.
NOTARY PUBLIC:
Sign:(seal)
Print: Kirsten Lycett
Title or Rank: KIRSTEN LYCETT Notary Public - State of Florida Commission # GG 116021
Serial Number, if any: My Comm. Expires Oct 15, 2021 Bonded through National Notary Asso.

My Commission Expires:

Bond No. PB03010407286

Premium: \$134 / Annually

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, NNP-Southbend II, LLC called the Principal, and

Philadelphia Indemnity Insurance Company called the Surety, are held and firmly bound unto the BOARD OF

COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Twenty-Two

Thousand Three Hundred Seventy Five and 00/100 Dollars (\$22,375.00) 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, Permanent Control Points and all Lot Corners in the platted area known as WATERSET

PHASES 5B-2 subdivision 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 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 WATERSET PHASES 5B-2 subdivision all Permanent Control Points and all Lot Corners, 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 MARCH 9, 2023.

Bond No. PB03010407286 Page Three (3)

SIGNED, SEALED	AND DATED	this 18th day	of December, 2020

ATTEST:

NNP-Southbend II, LLC

PRINCIPAL

(SEAL)

Philadelphia Indemnity Insurance Company

SURETY

(SEAL)

ATTEST:

Japina Monroe, ATTORNEY-IN-FACT (SEAL)

KUMOTIA YIMUQO VIGUSILI JANGARAN

prioved as to run land Legal Sufficiency

SIGNATURE PAGE

Bond No. <u>PB03010407286</u> Waterset Phase 5B-2

NNP-Southbend II, LLC A Delaware Limited Liability Company
By: Aaron Baker
Its: Vice President
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this Dec. 23 2020 (date) by Agrow Baker (name member, manager, officer
or agent, title of member, manager officer or agent) of NOS on bast frame of company acknowledging), a
Delaware (state or place of formation). limited liability company, on behalf of the company, who
is personal known to me or has produced (type of identification) as identification.
Hun
Signature of person taking acknowledgment
KIRSTEN LYCETT Name typed, printed or stamped Notary Public State of Florida Commission = CG 116021 My Comm. Explores Oct 15 2021 Bonded through National March 2015 (Title or rank)
(1) tile or rank)
(Serial number, if any)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

2015 Version www Notary Classes.com 800-873-9865

County		nge	_ }
On	DEC 18 2020	_ before me, _	M. Barreras, Notary Public
persor	nally appeared		Janina Monroe
		basis of satis	factory evidence to be the person(s) whose
name(s) is/axx subscribed	to the within	instrument and acknowledged to me that
			ner/their authorized capacity(iex); and that by
			nent the person(s), or the entity upon behalf of
which	the person(s) acted	l, executed th	e instrument.
I certif	y under PENALTY	OF PERJURY	Y under the laws of the State of California that
the for	regoing paragraph i	s true and co	rrect.
			M. BARRERAS
WITN	ESS my hand and	official seal.	Notary Public - California
\mathcal{N}	12000	- 1	Orange County S Commission # 2217716
11	W XVVelo	W	My Comm. Expires Nov 5, 2021
Notary F	ublic Signature	(N	otary Public Seal)
•			
ADDIT	TIONAL OPTIONAL	L INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,
DESCRIP	TION OF THE ATTACHED	DOCUMENT	if needed, should be completed and attached to the document. Acknowledgents from
			other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or des	scription of attached document)		State and County information must be the State and County where the document
			signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or des	cription of attached document cont	inued)	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number o	f Pages Document D	ate	commission followed by a comma and then your title (notary public).
L			 Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAP	ACITY CLAIMED BY T	HE SIGNER	• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
	Individual (s)		he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
	Corporate Officer		 The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a
	(Title)	-	sufficient area permits, otherwise complete a different acknowledgment form.
	Partner(s)		 Signature of the notary public must match the signature on file with the office of the county clerk.
	Attorney-in-Fact Trustee(s)		 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
	Other		Indicate title or type of attached document, number of pages and date.
			Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

120 H

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVAN NOTARIAL SEAL Morgan Krapp, Notary Public Lower Merion Tep., Notary Cour	Mataga Bublia	Morgan Knopp
My Commission Expires Sept. 25, 20, leavest remain analysissociation of porta	zí (Bala Cynwyd, PA
(Notary Seal)	My commission expires:	September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27° day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this day of December 20 2020



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



Summary For Performance Bond WATERSET PHASE 5B-2

FOLIO # 54165.0000

Set All Lot Corners

\$17,900.00

Performance Bond Amount (125% of Total)

\$22,375.00

(This Bond will be in place for a period of 2 years)

Timothy M. Plate, P.E. #41153

Date Prepared November 11, 2020

No.41153

ORIOF

R:\Waterset\Phase 5B\Construction\5B-2\Qtys\Waterset 5B-2 Bond Comps.xlsx



Engineers Cost Breakdown

Schedule: Lot Corners

WATERSET PHASE 5B-2

FOLIO # 54165.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Set All Lot Corners	\$17,900.00	\$17,900.00
		Total Lot Corners		\$17,900.00

WATERSET PIESE SB-3

SECTION 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A parcel of land Ming in Section 26, Township 31 South, Range 18 East, Hillsborough County, Florida and Delng more particularly described as follows:

CONNENCE at the Southwest corner of said Section 25, run thorne along the South boundary of the Southwest 114 of said Section 25, said-artificial, Records alook 1987, Page 272, of the Public Records of Hilbborrough County, Florida, also being the Pourt of Becartury for Becartury Ministry in the Addition, according to the Board book as recorded in Ordical Records and Section 25, N. 04297527E., J. 1945.55 freet to the Southwest corner of Warffest PhASES 54-28 AND 58-1, according to the bisk thereof, as recorded in 1945.55 freet to the Southwest corner of Warffest PhASES 54-28 AND 58-1, according to the bisk thereof, as recorded in 1945.55 freet to the Southwest corner of Warffest PhASES 54-28 AND 58-1, according to the bisk thereof, as recorded in 1945.56 freet to the Southwest corner of Warffest PhASES 54-28 AND 58-1, the following they are disk didner the southwest of said warffest PhASES 54-28 AND 58-1, the following they are disk didner they be accorded to the page of the said of the said section 20, 24-48 for 24, 24-24 for

Containing 58,140 acres, more or less

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided backers by the described hereafted in and will not returnationare. Be supplicated in authority by any other graphic or digital form of the plat. There may be additional restrictions. But are not recorded on this plat that may be found in the Public Records of this County, County.

SURVEYOR'S CERTIFICATION

1, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the inside being absorbed that this pile was prepared under my direction and appendison and compilers with all heres survey repulvativately that this pile was prepared to the Histobrough County Land Covelopment Code; Orbeter 177, Part 1, Farda Statues, and the Histobrough County Land Covelopment Code; on that Permanent Reference Nonuments (PR.N.Y.) and the North Control County Land and yet hereon, and a pile monumentation of the compres, polits of histobrough or of control Polits) as shown within the cummentation of the compres, polits of incresection and changes of direction of lines within the standard and changes of direction of lines allotted in 177,091 (8) (9), or pursuant to items of bond.

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

Arthur W. Merritt, (License No. LS4498) Florida Professional Surveyor and Mapper

- Northing and Easting coordinates (inclicated in feet) as shown horeon refer to the State Plane Coordinate System, North American Horizontia Datim or 1923 (AND 82 1390 ADUSTMENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are augplemental offer and "GIBSON"
 Originating Coordinates: Stations "MAX" and "GIBSON"
- Subdividen plats by no means represent a determination on whether properties will not fixed. Land within the boundaries of this day or may not be subject to floading; the Development Rowiew Division has information regarding floading and restrictions on development.
- Oralnage Escaments shall not contain permanent imprevenments, including, but not limited to, sidewalks, driveways, limparvious refress, paths, eccept, pole, at conditories, actualizatures, utility stadis, poles, incres, spinktie, systems, research sainties, hodges, as landscaping plants other than grass, except for fandscaping of stormwelper defention and refention ponds as required by the Land Development Codo, except as approved by the County Administrator. This note shall appear on each affected deed.
- All platted utility easoments shall provide that such easoments shall also be easoments for the construction, installation, maintenance, and operation of cable delevision services provided, however, no such construction, installation, maintenance, and operation of cable delevision services shall interfere with the facilities and services of an electric, talephone, gas, or other public villay. 4.
- Lands being platted herein are benefited by and subject to the following:
- Notice of Exabiliament of The Waterest Central Community Development Destrict recorded in Official Records Book 25358, Page 1855, aged the with Notice of Contraction of the Boundaries of Waterest Central Community Development District recorded in Official Records Book 2659, Page 750, Public Records of Hillborough County, Findia.
- Tri-Party Agreement Relating to Acknowledgment of Jurizalichen, Impsalden of Special Assezaments, and Suberdination of Interests recorded in Official Records Book 25764, Page 1123, Public Records of Hillsborough County, Florida.

BOARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Chalrman	
Date	

CLERK OF CIRCUIT COURT

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

Deputy Clerk	тіме	
Br : Clerk of Circuit Court	This day of	CLERK FILE NUMBER

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

PLAT APPROVAL: This plat has been reviewed in accordance with the Florida Statutos, Section 177,081 for Chapter conformity. The geometric data has not been verified.

Florida Professional Surveyor and Mapper, Licensa No. Survey Soction, Geospatial & Land Acquisition Services Department, Hilisborough County

DARREITH, WI

LAND SURVEYING & MAPPING
Certificate of Authorization Number LD 7778
2010 W. Azeles Street, Suite 150
Tampa, P. 13609
PHOR (813) 225-5309 Job No. AMI-WSN-WS-129 File Names P\Westernet\P%X\WSIT-PH 50-2-01 SHEET 1 OF 14 SHEETS

WATERSET PERSE SB-3

SECTION 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION: The undersigned, NNP-SOLTHBEND II, L.C., a Delaware limited liability company ("Owner"), as the fee simple owner of the lands platted herein does hereby dedicate this plat of WATERSET PHASE 58-2 for record, Owner does hereby state and declare the following:

Owner does heroby dedicate to the public in general and to Hillsborough County, Florida (the "County"), all (Public) streets, roads, and rights-of-way as shown heroon

Fee Interest in TRACTS 19-40", "8-40b", "8-60", "8-60", "8-60", "8-60", "8-61" and "8-62", as shown herean is hereby reserved by the Owner for conveyance by separate instrument to the Waterset Central Community Development District (the "District"), or other custodial and maintenance entity subsequent to the recording of this pide.

Sold TRACTS 19-40%, "8-408", "8-59", "8-59", "8-69", "8-69", "8-61" and "8-62", are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of said TRACTS 18-40%, "8-40%", "8-58", "8-58", "8-59", "8-60", "8-60", and "8-62", will be the septimental the subdivision. The control of the Owner, its assigns and its auccessors in title, which may include the District, for the benefit of the Lot owners within this subdivision.

Owner further does heroby dodicate the (Public) Drainage Easterments and the (Public) Drainage and the (Public) Drainage and Access Easterments as shown hereon, to the County for the benefit of the public, for access and drainage purposes, and for other purposes incidental thereto.

Owner further does hereby dedicate the Utility Essements as shown hereon, to the County for the benefit of the public, for access and utility purposes, and for other purposes incidental thereto.

Owner hereby reserves unto Owner, Its assigns and successors in title, a perpetual nan-exclusive easement over, across and under all (Public) strocts, roods and rights-of-way, (Public) Drainage Easements, (Public) Drainage and Access Easements, (Public) Strocts, and reverse for the suppose of the suppose

Owner hereby reserves the right to grant and convey to the District, by separate instrument, a perpetual non-exclusive easement over, across and under all (CDD) Drainage Areas as shown hereon for the purpose of ingress and for the purpose of installing, constructing, maintaining, repairing and replacing drainage lines, swales, retention, and other drainage lactities, subject to permitting requirements, if applicable.

Ebsements and tracts reserved by the Owner will be maintained by the Owner, its assigns, or successors in title, and will be subject to all easements dedicated to public use as shown on this plat.

NNP-SOUTHBEND II, LLC, a Delaware limited liability company - OWNER

Witness Aaron J. Baker, Vice President

Printed Name

ACKNOWLEDGEMENT: State of Florida, County of Hillsberough

Printed Name

Notary Public, State of Rorida at Large

My Commission expires:

(Printed Name of Notary)

Commission Numbers

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-40"	(PUBLIC) DRAINAGE EASEMENT; (CDD) DRAINAGE AREA; (CDD) OPEN SPACE; UTILITY EASEMENT	5,241 Ac.±
TRACT "B-40A"	(CDD) OPEN SPACE; UTILITY EASEMENT	0,185 Ac.±
TRACT "8-408"	(PUBLIC) DRAINAGE EASEMENT; (CDD) DRAINAGE AREA; (CDD) OPEN SPACE; WETLAND CONSERVATION AREA; UTILITY EASEMENT	6.165 Ac.±
TRACT "B-58"	(PUBLIC) DRAINAGE EASEMENT; (CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA	3.449 Ac.±
TRACT "B-59"	(CDD) OPEN SPACE; UTILITY EASEMENT	0.135 AC.*
TRACT "B-60"	(CDD) OPEN SPACE; UTILITY EASEMENT	0.537 Ac.±
TRACT "B-61"	(CDD) OPEN SPACE; UTILITY EASEMENT	±.26 9.50
TRACT "B-62"	(CDD) OPEN SPACE; UTILITY EASEMENT	0,136 AC.±

PARALLEL OFFSET DIMENSIONS NOTE:

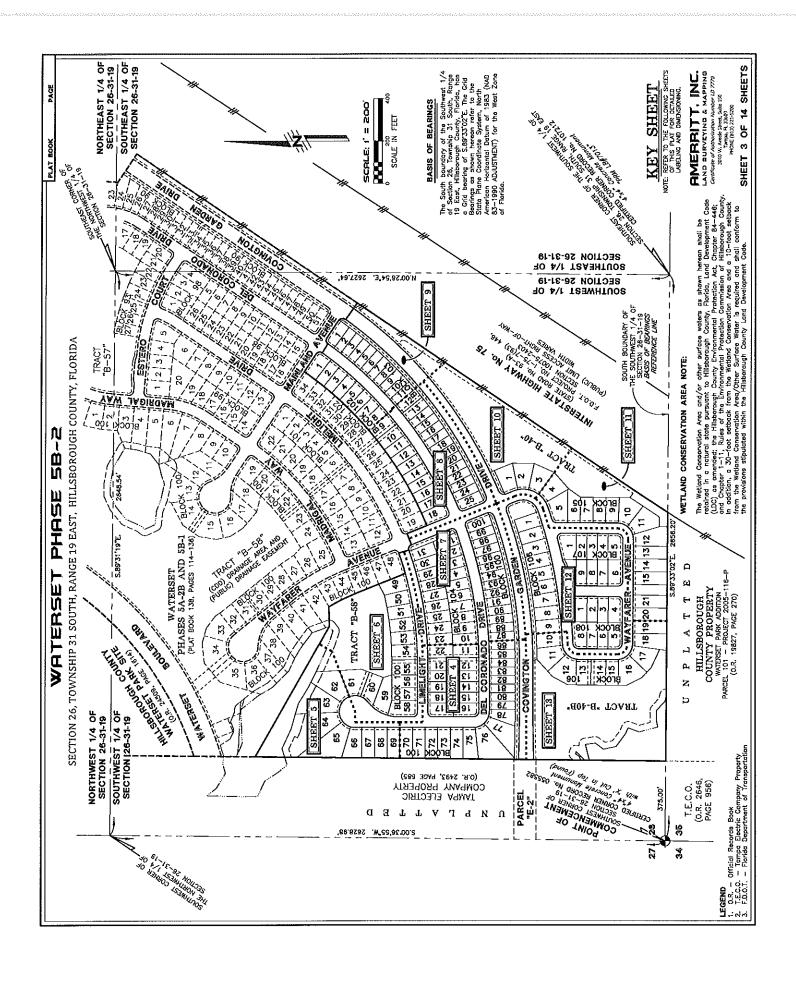
EASEMENTS. BIFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A RAWLEL INATIONE A SHOWN HEREON AND INDICATED TO THE NEAREST PROOF (IEE 5' UTLITY EASEMENT) ARE ASSUMED TO BE THE SINE TO THE NEAREST HUNDISTON DETECTIONED OTHER NEAREST HUNDISTON FOR POOT WITH NO GREATER OR LESSER WALLE.

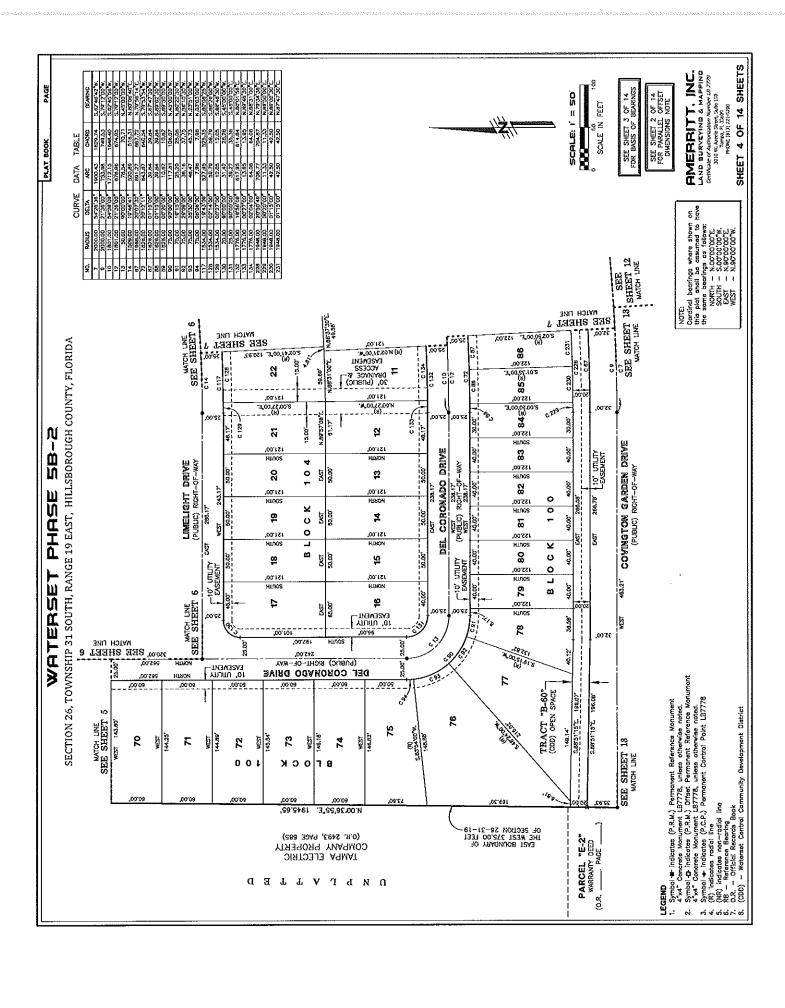
TO GREATER OR LESSER WALLE.

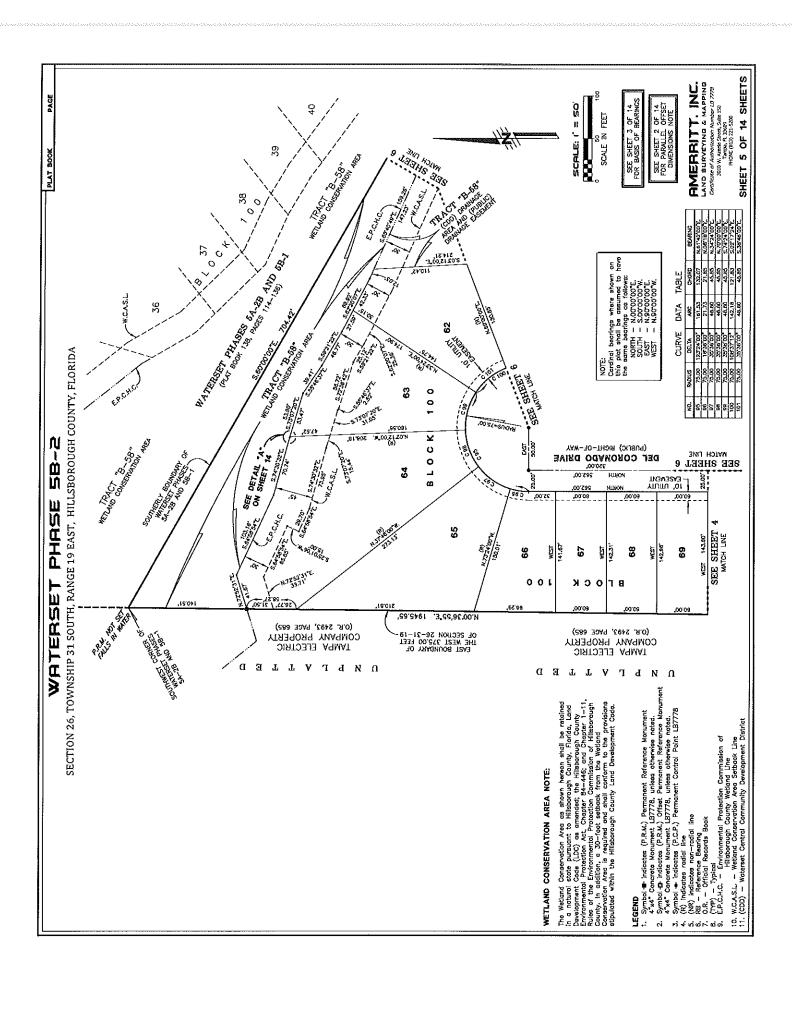
THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

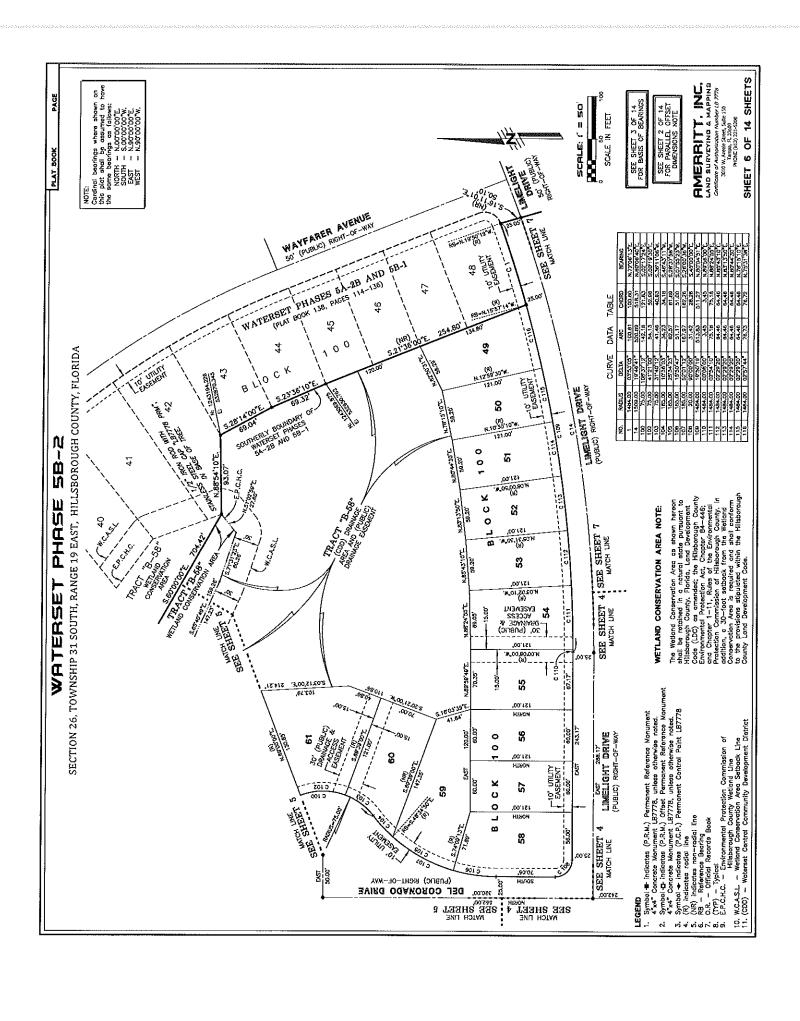
DMERRITH INC LAND BURVEYING & MAPPING Certificate of Authorization Number LB 7779 3010 W. Arnele Street, Salta 150 Tempe, FL 33609

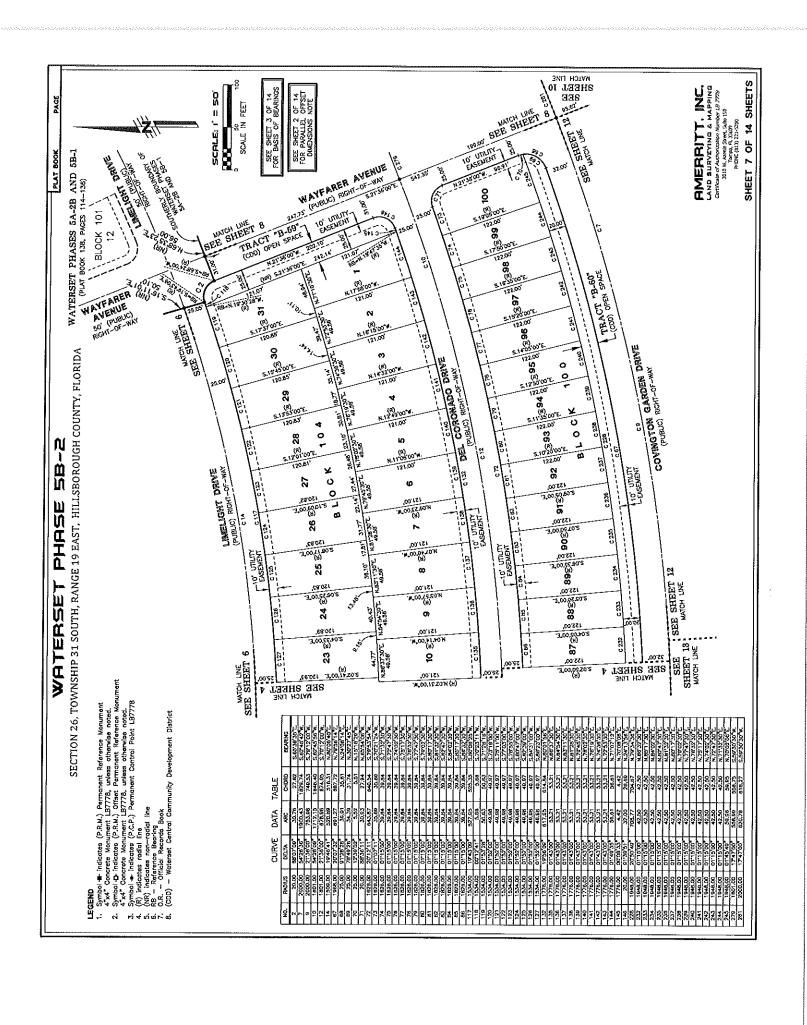
SHEET 2 OF 14 SHEETS

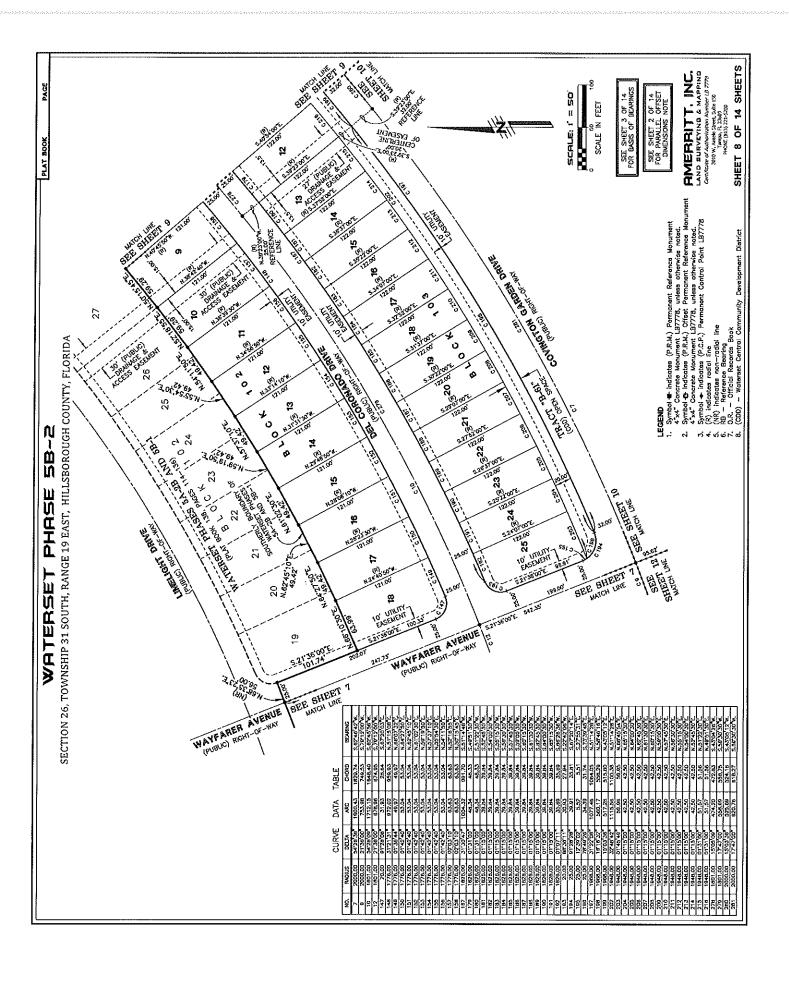


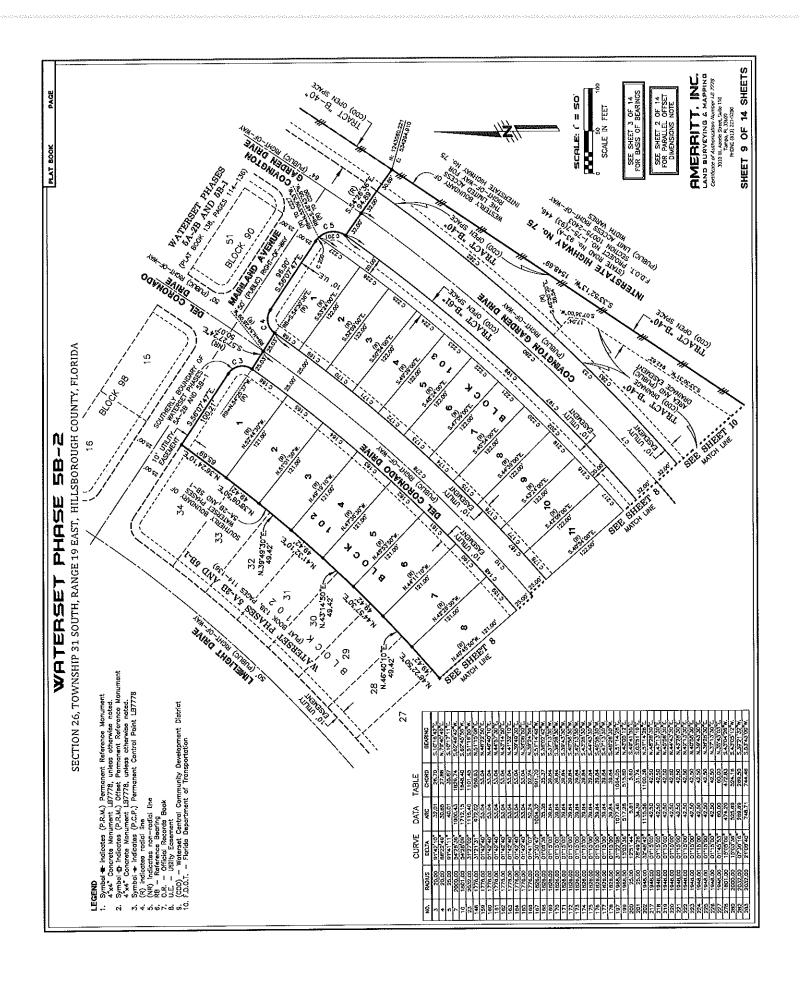


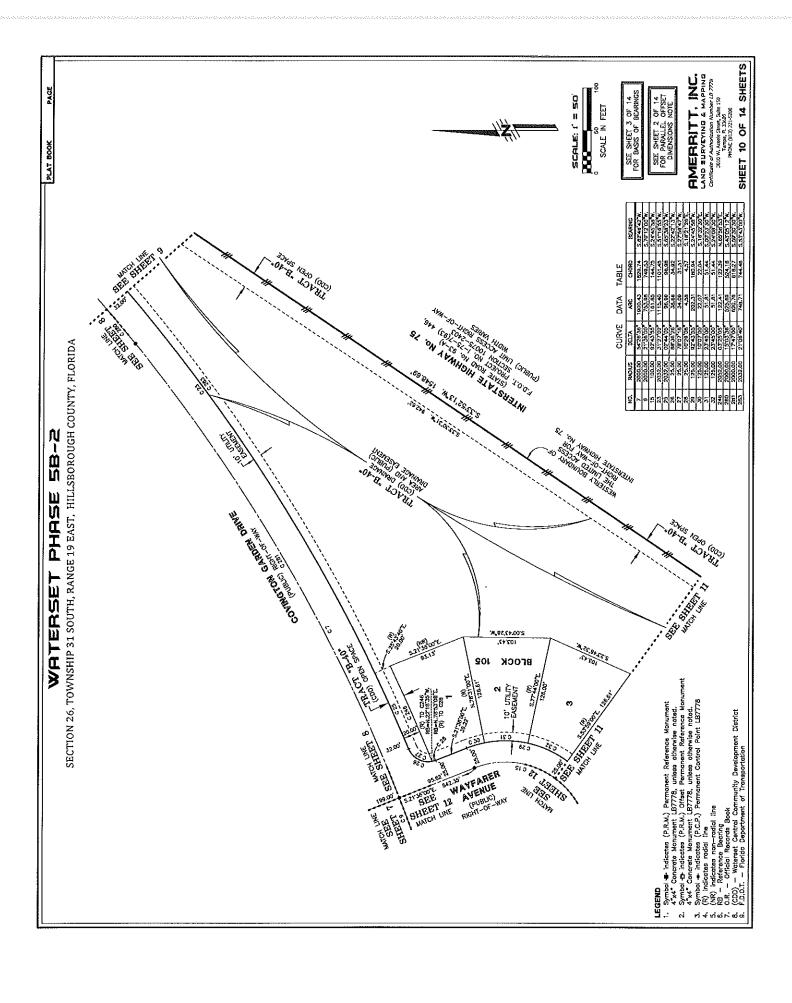


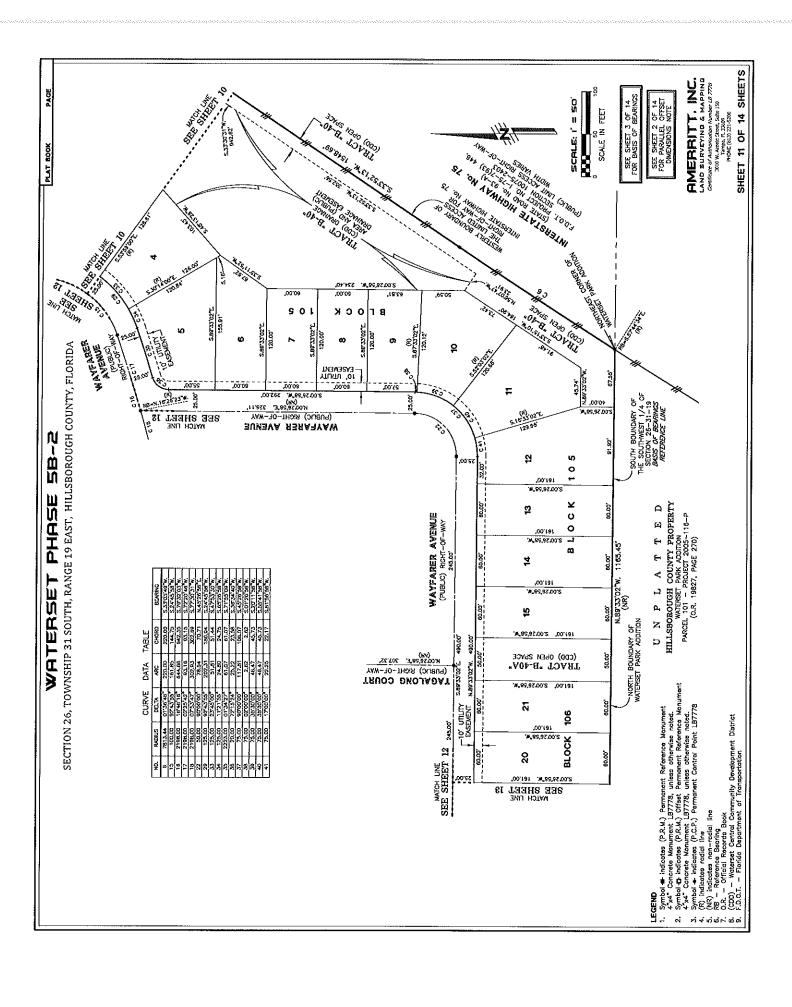


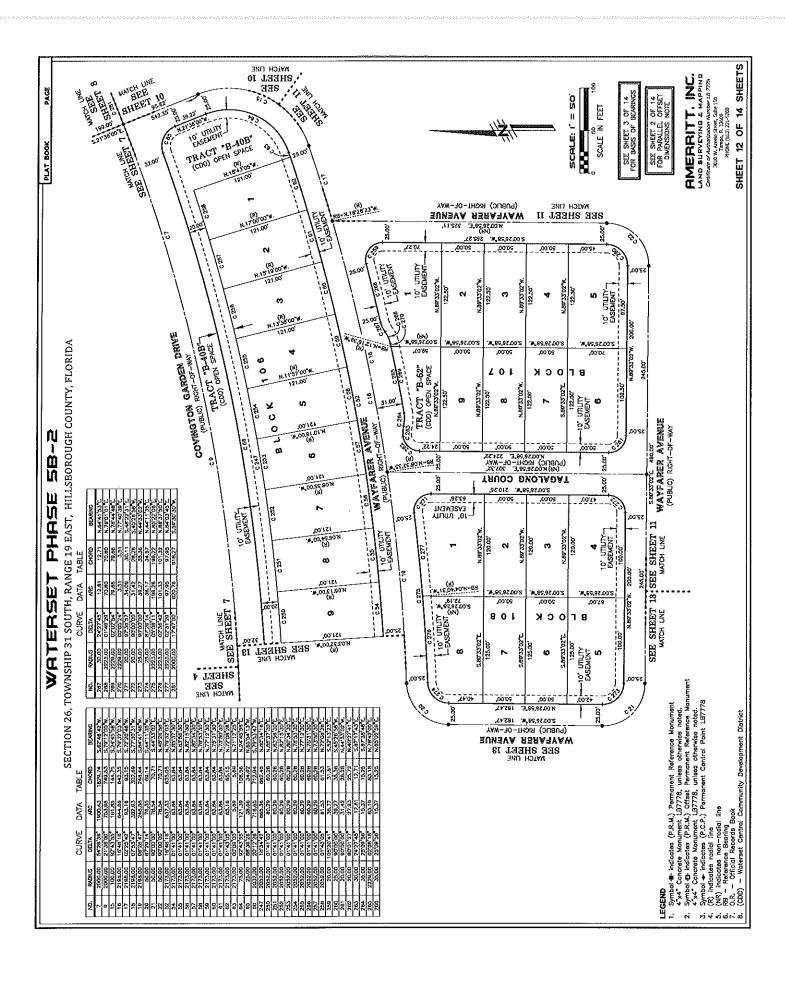


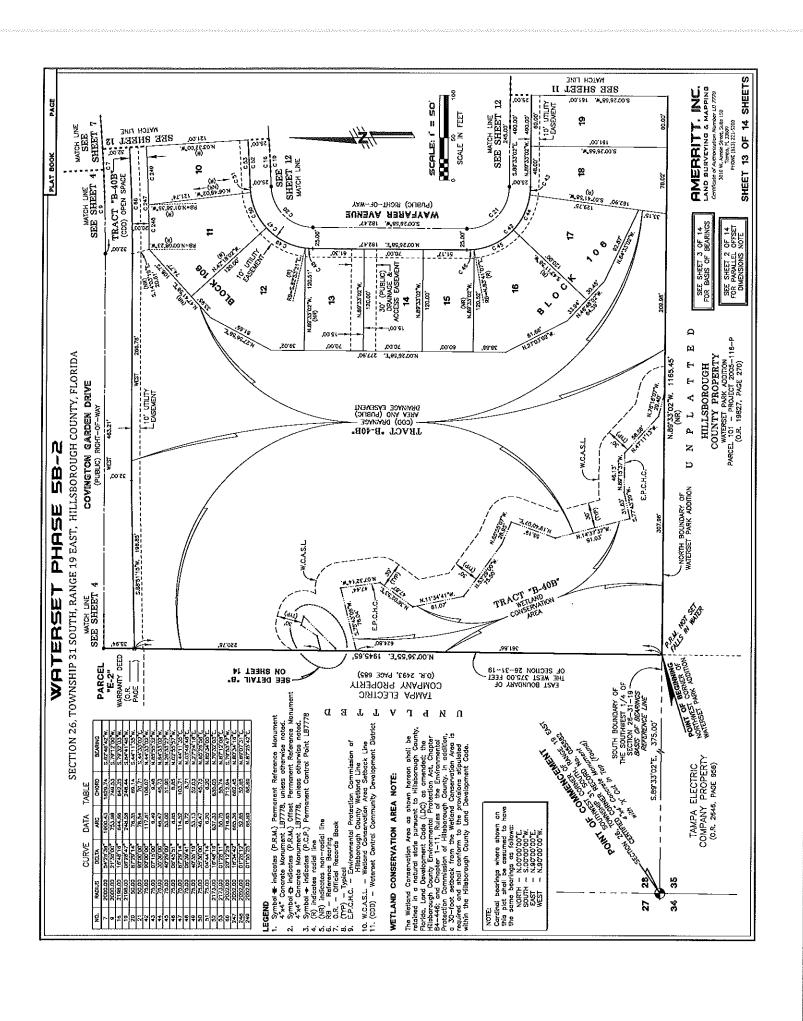






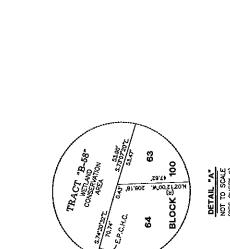


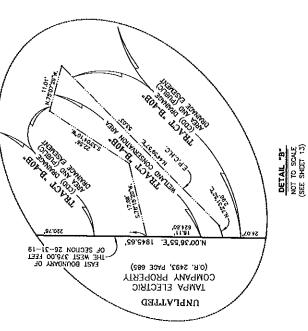




WATERSET PHASE SB-2

SECTION 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA







The Wetland Conservation Area as shown hereon shoil be retained in a natural activation states pursuant to Hillsborough County, Environmental Development Code (LDC) or annotate; the Hillsborough County Environmental Protection Act, Chepter 84—446; and Chepter 1—11, Rules of the Environmental Protection Commission of Area of Chepter 1—12, Annotation Conservation Commission of Area is required and should conform to the provisions stipulated within the Hillsborough County, Land Development Code.

SEE SHEET 3 OF 14 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 14 FOR PARALLEL OFFSET DIMENSIONS NOTE

SHEET 14 OF 14 SHEETS

DETAIL "A" NOT TO SCALE (SEE SHEET S)

1. Symbol — Indicates (P.R.M.) Permanent Reference Monument
4*4* Concrete Monument LB772, unless otherwise noted.
4. Symbol — Indicates (P.R.M.) Officet Permanent Reference Monument
4. Symbol — Indicates (P.R.M.) Officet Permanent Reference Monument
5. Symbol — Fulcates (P.C.P.) Permanent Control Point LB778
6. (A) indicates readol line
7. (NR) indicates readol line
7. (NR) — Indicates readol line
8. (NR) — Indicates readol line
9. Reference Bearing
7. O.R. — Official Records Book
9. E.P.C.M.C. — Implemental Protection Commission of
9. E.P.C.M.C. — Implemental Protection Commission of LEGEND 1. Symbo

ಬಕ್ಕಿಗಳ ಭಟ್ಟ

E.P.C.H.C. "Environmental Protection Commission of MCA.S.L. – Wetland Comervation Area Seback Line (CDD) – Waternet Central Community Development District