SUBJECT:

Opal Mythra fka Pinewood Reserve & Jono Legacy PI#4202

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE: CONTACT:

January 9, 2024 Lee Ann Kennedy

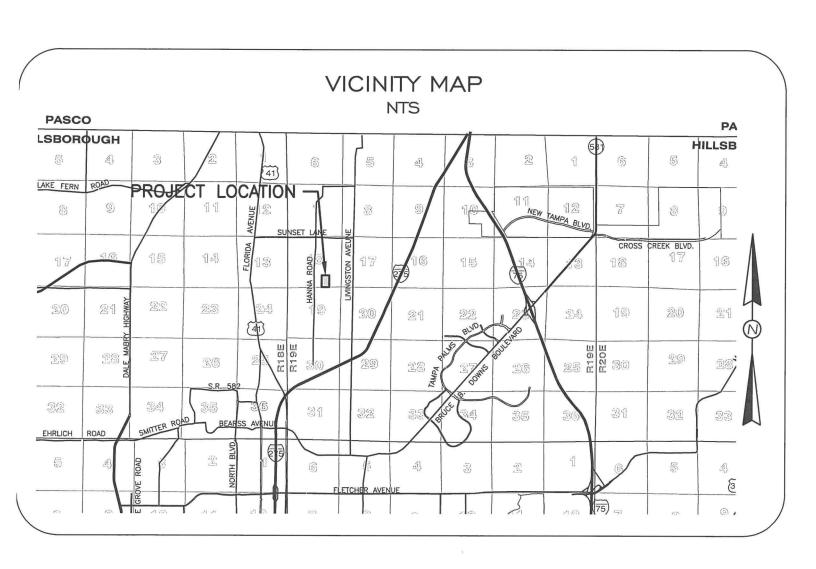
RECOMMENDATION:

Accept the plat for recording for Opal Mythra fka Pinewood Reserve & Jono Legacy, located in Section 19, Township 27, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads and drainage) 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 \$227,345.00, a Warranty Bond in the amount of \$18,187.60 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$2,031.25 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

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

BACKGROUND:

On September 27, 2019, Permission to Construct Prior to Platting was issued for Opal Mythra fka Pinewood Reserve & Jono Legacy, after construction plan review was completed on September 3, 2019. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Opal Clement, LLC and the engineer is Hamilton Engineering & Surveying, LLC.



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

This Agreement made and entere Opal Clement, LLC	ed into this		fter referred			
Hillsborough County, a political subdivision						
		Witnesseth				
WHEREAS , the Board of Co Development Code, hereinafter referred Florida Statutes; and	-		_			
WHEREAS, the LDC affects the su	bdivision of la	and within the	unincorporated	d areas of Hi	lsborough C	ounty; and
WHEREAS, pursuant to the LDG Hillsborough County, Florida, for approva Opal Mythra, h	l and recorda	tion, a plat of a		nown as		nissioners c
WHEREAS, a final plat of a sub- approved and recorded until the Subdivious be installed; and						
WHEREAS, the improvements recoplat under guarantees posted with the Co		LDC in the Sub	odivision are to	be installed	after record	dation of sai
WHEREAS, the Subdivider has Development Services Department draw roads, streets, grading, sidewalks, storm easements and rights-of-way as shown of LDC and required by the County; and	ings, plans, sp water draina	pecifications ar ge systems, w	nd other inforn ater, wastewat	nation relation er and recla	ng to the cor imed water	nstruction, c systems an
WHEREAS, the Subdivider agr platted area; and	ees to build	d and const	ruct the afor	ementioned	improvem	ents in th
WHEREAS, pursuant to the LDC improvements for maintenance as listed					t, upon com	npletion, the
	☐ Water	Mains/Service	es	X Stormv	vater Drainag	ge Systems
Sanitary Gravity Sewer Systems	Sanita	ry Sewer Distri	ibution System	Bridges	(
Reclaimed Water Mains/Services	Sidewa	alks				
Other:						
hereafter referred to as the "Coun	ty Improveme	ents"; and	×			
WHEREAS, the County required th	e Subdivider	to warranty th	e aforementior	ned County Ir	nprovement	s against an
The Contract of the Contract o		Account to the second s	1 6 . 1 . 1		. 1	

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 County Improvements, the Subdivider and County agree as follows:

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

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- 2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) 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 the Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty the County Improvements 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 County 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
	order of				
b.	A Performance Bond, number SU 710				
	November 21st, 2023				
	Opal Clement, LLC	as Principal	, and		
	Arch Insurance Company				
	A Warranty Bond, number SU 7108238	-0000	dated,		
	November 21st, 2023	with			
	Opal Clement, LLC	as Principa	l, and		
	Arch Insurance Company	as Surety, c	or		
c.	Cashier/Certified Checks, number		, dated _		
	anddated		which	shall	be
	deposited by the County into a non- upon receipt. No interest shall be received by the County pursuant to	interest beari paid to the Si	ing escrov ubdivider	v acco	unt

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

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

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

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- 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 its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the County Improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provide that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of the 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.

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- 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 its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the County Improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provide that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of the 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.

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IN WITNESS WHEREOF, the parties hereto have executed	d this Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Rya Mcaffrey	By Manual L.
Witness Signature //	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
RYAN MCCAFFREY	NAGESH YARLAGADDA
Printed Name of Witness	Name (typed, printed or stamped)
10	Arthorized Member
Witness Signature	Title
weus Carli	14/30 Barrington Staters Dr Address of Signer LITHA FL 33547
Printed Name of Witness	Address of Signer
	813-716-3673
	Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate)	
ATTEST:	
CINDY STUART	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
By:	Ву:
Deputy Clerk	Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before	me by me	ans of 🔀Cphysical presence or 🔲 o	online notarization, this
29th day of Densember	2023	, by Marcah Va	classes as
(day) (month)	(year)	mame of person ackr	nowledging
Huthorsed Member to	r	pal dement	LLC.
(type of authority,e.g. officer, trustee, attorney in fact)	(nam	e of party on behalf of whom instrument was	s executed)
Personally Known OR Produced Identificat	tion _	Davey Cu	atte
4		(Signature of Notary Publi	c - State of Florida)
Type of Identification Produced			
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	**	(Print, Type, or Stamp Commiss	sioned Name of Notary Public)
Notary Public State of Florida Darcy Ann Crabtree			
My Commission GG 962869 Expires 02/26/2024			
(Notary Seall)		(Commission Number)	(Expiration Date)
Individual Acknowledgement			
STATE OF FLORIDA			
COUNTY OF HILLSBOROUGH			
		· · · · · · · · · · · · · · · · · · ·	
The foregoing instrument was acknowledged before	me by mea	ans of  physical presence or  o	nline notarization, this
day of,		, by	
(day) (month)	(year)	(name of person ackn	owledging)
Personally Known OR Produced Identificat	ion _	(Signature of Notary Public	- C+-+ f []
		(Signature of Notary Public	c - State of Florida)
Type of Identification Produced			
	-	(Print, Type, or Stamp Commiss	ioned Name of Notary Public)
(Notary Seal)		(Commission Number)	(Expiration Date)

### SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we Opal Clement, LLC	
called the Principal, and Arch Insurance Company	
called the Surety, are held and firmly bound unto t	:he
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum	0
Two Hundred Twenty-Seven Thousand, Three Hundred Forty-Five Dollars, and Zero Cents (\$227,345.00) Dollars for the payment of wh	ich
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly a	nc
severally, firmly by these presents.	
WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivisi	or
regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County La	
Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into a	
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	0
WHEREAS, these subdivision regulations require the construction of improvements in connection with the platti	no
of the Opal Mythra subdivision; and	311
WHEREAS, the Principal has filed with the Development Review Division of the Development Service	.00
	C2

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

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

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

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

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

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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  Opal Mythra  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
	Six (6) months from the date that the Board of County Commissioners
	approves the final plan and accepts this performance bond; and
В.	If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the
	manner prescribed in said Agreement;
	IGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL
FORCE AND EFFECT U	JNTIL AUGUST 9, 2024
SIGNED, SEAL	21st November 23  LED AND DATED this day of, 20
ATTEST:	Maria de la constanta de la co
//Wm/	By Nr. 12  Principal Seal
//	y melpai sear
	Arch Insurance Company
	Surety Surance Co.
ATTEST:	Arch Insurance Company  Surety  CORPORATE SEAL 1971
Vinc	e Flavin  By Missouri
	Attorney-In-Fact Seal
AF	PROVED BY THE COUNTY ATTORNEY

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Approved As To Form And Legal Sufficiency.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

### POWER OF ATTORNEY

### **Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

### Aaron Steffey and Chris Kolger of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:
Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of August, 2021

Attested and Certified

Regan A. Shulman, Secretary

### STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

CORPORATE SEAL 1971

CVM D

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

Michele Tripodi, Notary Public My commission expires 07/31/2025

### **CERTIFICATION 7**

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 6, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of November, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance – Surety Division

3 Parkway, Suite 1500 Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



### **OPAL MYTHRA**

### **Engineer's Certification of Total Cost and Quantities**

STREETS AND DRAINAGE	_\$	181,876.00
SANITARY SEWER COLLECTION		N/A
WATER DISTRIBUTION SYSTEM:	-	PRIVATE
TOTAL:	_\$	181,876.00
125% PERFORMANCE BOND AMOUNT:	\$	227,345.00



Lucas Carlo, P.E. Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

### **OPAL MYTHRA SUBDIVISION**

STREETS & DRAINAGE					
Item Description	<b>Estimated Quantity</b>	Unit	ι	Init Price	Total Price
1 3/4" Asphaltic Surface Course (Type SP-9.5)	3160	SY	\$	11.85	\$ 37,446.00
6" Crushed Concrete Base Course	3160	SY	\$	15.00	\$ 47,400.00
12" Stabilized Subgrade	3910	SY	\$	9.00	\$ 35,190.00
Ribbon Curb	1690	LF	\$	12.00	\$ 20,280.00
Type D Curb	180	LF	\$	12.00	\$ 2,160.00
Conc Traffic Sep 4'	73	LF	\$	25.00	\$ 1,825.00
Striping and Signage	1	LS	\$	3,500.00	\$ 3,500.00
30" HDPE Pipe	177	LF	\$	75.00	\$ 13,275.00
30" Mitered End Section	2	<b>EACH</b>	\$	3,100.00	\$ 6,200.00
Weir Wall Overflow Control Structure	1.	<b>EACH</b>	\$	5,400.00	\$ 5,400.00
Type C Ditch Bottom Inlet	2	<b>EACH</b>	\$	3,100.00	\$ 6,200.00
Storm Sewer Testing	1	LS	\$	3,000.00	\$ 3,000.00
	TOTAL for Streets & Drai	nage			\$ 181,876.00

Item Description	<b>Estimated Quantity</b>	Unit	<b>Unit Price</b>	<b>Total Price</b>
	TOTAL for Sanitary Sew	er Collection		N/A

WATER DISTRIBUTION SYSTEM				
Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	TOTAL for Water Distril	oution System	l	PRIVATE

TOTAL

\$181,876.00

SUBDIVISION WARRANTY BOND - ON SITE KNOW ALL MEN BY THESE PRESENTS, that we Opal Clement, LLC called the Principal, and Arch Insurance Company called the Surety, are held and firmly bound unto the **BOARD** OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, **FLORIDA.** in the Eighteen Thousand, One Hundred Eighty-Seven Dollars, and Sixty Cents (\$ 18,187.60 ) 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 Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this 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 following improvement facilities for maintenance in the approved platted subdivision known as Opal Mythra The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: streets and stormwater drainage systems WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <a href="Opal Mythra">Opal Mythra</a> 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;

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C.	If the Principal shall faithfully perform the	Subdivider'	s Agree	ement at the t	imes	and in th	e manne	r prescrib	oed in
	said Agreement;								
EFFECT	THEN THIS OBLIGATION SHALL BE NOT UNTIL AUGUST 9, 2026			OTHERWISE,	то	REMAIN	IN FUL	L FORCE	AND
	21st SIGNED, SEALED AND DATED this	day c	Nove	ember		_, 20 <u></u>			
ATTEST	:								
	MAJIL.	_							
	Principal Signature					(Seal)			
	ands		A	rch Insurance		10			
	Surety Signature				/W	rance	6		
ATTEST	Attorney-in-fact Signature				• /	CORPORATE SEAL 1971	1 21		, , , , , , , , , , , , , , , , , , ,

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

### POWER OF ATTORNEY

### Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

### Aaron Steffey and Chris Kolger of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:
Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of August, 2021

Attested and Certified

Regan A. Shulman, Secretary

### STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

CORPORATE SEAL 1971

Stephen C. Ruschak, Executive Vice President

Arch Insurance Company

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

Michele Tripodi, Notary Public My commission expires 07/31/2025

### **CERTIFICATION 7**

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 6, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of November, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance – Surety Division 3 Parkway, Suite 1500

Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



### **OPAL MYTHRA**

### **Engineer's Certification of Total Cost and Quantities**

STREETS AND DRAINAGE	_\$	181,876.00
SANITARY SEWER COLLECTION	-	N/A
WATER DISTRIBUTION SYSTEM:		PRIVATE
TOTAL:	\$	181,876.00
10% WARRANTY BOND AMOUNT:	\$	18,187.60

Hamilton Engineering and Surveying, LLC CA#65325

### OPAL MYTHRA SUBDIVISION

Storm Sewer Testing	1	LS	\$	3,000.00	\$ 3,000.00
Type C Ditch Bottom Inlet	2	EACH	\$	3,100.00	\$ 6,200.00
Weir Wall Overflow Control Structure	1	EACH	\$	5,400.00	\$ 5,400.00
30" Mitered End Section	2	<b>EACH</b>	\$	3,100.00	\$ 6,200.00
30" HDPE Pipe	177	LF	\$	75.00	\$ 13,275.00
Striping and Signage	1	LS	\$	3,500.00	\$ 3,500.00
Conc Traffic Sep 4'	73	LF	\$	25.00	\$ 1,825.00
Type D Curb	180	LF	\$	12.00	\$ 2,160.00
Ribbon Curb	1690	LF	\$	12.00	\$ 20,280.00
12" Stabilized Subgrade	3910	SY	\$	9.00	\$ 35,190.00
6" Crushed Concrete Base Course	3160	SY	\$	15.00	\$ 47,400.00
1 3/4" Asphaltic Surface Course (Type SP-9.5)	3160	SY	\$	11.85	\$ 37,446.00
Item Description	<b>Estimated Quantity</b>	Unit	U	nit Price	Total Price
STREETS & DRAINAGE					

itary Sewer Collection	1	N/A
TOTAL for Sanitary Sewer Collection		
antity Unit	Unit Price	Total Price
		uantity Unit Unit Price ater Distribution System

TOTAL \$181,876.00

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

This A		and entered into this		, 20 referred to		and between ubdivider" and
Hillsborough		al subdivision of the State				
			Witnesseth		,	
WHF	RFAS the Box	ard of County Commi		horough Count	ty has estah	diched a Land
	t Code, hereinaft	er referred to as "LDC" p		_	•	
WHE	REAS, the LDC af	fects the subdivision of la	nd within the uning	corporated areas	of Hillsboroug	h County: and
WHE	REAS, pursuant ough County,	to the LDC, the Subdi Florida, for approval	vider has submit	ted to the Boa	rd of County a subdivisi	Commissioners on known as
County shal	l not be appr	plat of a subdiv oved and recorded un ill be installed; and				
		ners required by Florida sted with the County; and		division are to b	e installed afte	er recordation of
WHE	REAS, the Subdiv	ider agrees to install the a	aforementioned lot	corners in the p	latted area.	
approval of tl	he County to reco ts, the Subdivide	or consideration of the incord said plat, and to gain a rand County agree as foll anditions and regulations	acceptance for mai	ntenance by the	County of the	aforementioned
	made a part of	this Agreement.				
2.	Six	er agrees to well and(6) races approves the final plat a	months from and	after the date	that the Bo	pard of County
		corners as required by Fl		ormanice bond it	snacrea parsas	ant to paragraph
3.		agrees to, and in according the ntified as:				
	а.	Letter of Credit, numbe withorder of			by	
	b.	A Performance Bond, no November 21st, 2023  Opal Clement, LLC  Arch Insurance Company	umber <u>SU 7108239-00</u> witl as P	dated, n rincipal, and		
	C.	Escrow ageement, date	d		between,	
	с.	Cashier/Certified Check which shall be deposite	, number	, dated		

1 of 4 06/2021

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

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

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

2 of 4 06/2021

IN WITNESS WHEREOF, the parties hereto have executed this A	Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Man McGfff Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
RYAN MCCAFFREY  Printed Name of Witness	NAGESH YARLAGADDA  Name (typed, printed or stamped)  Authoriza Member
Witness Signature	Title
Printed Name of Witness	14130 Barrington Stowers DV Address of Signer LITHTA PL 3354
	&13 - 716 - 3673  Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate) ATTEST:	
CINDY STUART Clerk of the Circuit Court	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By:Chair
рериту Стетк	APPROVED BY THE COUNTY ATTORNEY  Approved As To Form And Legal Sufficiency.

### **Representative Acknowledgement**

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by r	neans of 🙀 physical presence or 🗌 online notarization, this
	23 by nauch Mariagedda as
(type of authority,e.g. officer, trustee, attorney in fact) (n	ame of party on behalf of whom instrument was executed)
Personally Known OR Produced Identification	(Signature of Notary Public - State of Florida)
Type of Identification Produced	
	(Print, Type, or Stamp Commissioned Name of Notary Public)
Notary Public State of Florida Darcy Ann Crabtree (Notary See ) Wy Commission GG 962869	(Commission Number) (Expiration Date)
Expires 02/26/2024	(Expiration Date)
Individual Acknowledgement	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me by n	neans of $\square$ physical presence or $\square$ online notarization, this
day of	
(day) (month) (yea	r) (name of person acknowledging)
Personally Known OR Produced Identification	
	(Signature of Notary Public - State of Florida)
Type of Identification Produced	
	(Print, Type, or Stamp Commissioned Name of Notary Public)
(Notary Seal)	(Commission Number) (Expiration Date)

### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

ķ	KNOW ALL MEN BY THESE PRESENTS, T	hat we Opal Clement, LLC
		called the Principal, and
Arc	ch Insurance Company	called the Surety, are held and firmly bound unto the
BOARD Thirty-	OF COUNTY COMMISSIONERS OF HILLS -One Dollars, and Twenty-Five	SBOROUGH COUNTY, FLORIDA, in the sum of $\frac{\text{Two Thousand}}{\text{Cents}}$ Dollars for the payment of which sum,
		our heirs, executors, administrators, and successors, jointly and
severally	y, firmly by these presents.	
V	WHEREAS, the Board of County Cor	mmissioners of Hillsborough County has adopted subdivision
regulation	ons in its Land Development Code pu	ursuant to the authority granted to it in Chapters 125, 163 and
177, Flo	orida Statutes, which regulations are I	by reference hereby incorporated into and made a part of this
perform	ance bond; and	
٧	WHEREAS, these subdivision regulation	ns affect the subdivision of land within the unincorporated areas
of Hillsb	orough County; and	
V	WHEREAS, pursuant to these subdiv	vision regulations a final plat of the subdivision within the
unincorp	porated areas of Hillsborough County	shall not be approved and recorded until the Subdivider has
guarante	eed to the satisfaction of the County th	nat lot corners will be installed; and
Opal N	Mythra	red by Florida Statutes in the subdivision known as stalled after recordation of said plat under guarantees posted with
the Cou	inty; and	
V	VHEREAS, said lot corners are to be ins	stalled in the aforementioned platted area; and
V	VHEREAS, the aforementioned subdiv	ision regulations require the Principal to submit an instrument
ensuring	g completion of installation of the afor	ementioned lot corners within a time period established by said
regulatio	ons; and	

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

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

1 of 2 06/2021

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

A.	If the Principal shall well and truly buil Opal Mythra	d, construct, and install in	n the platted area kno	own as
			subd	ivision
	all lot corners as required by the State	te in the platted area in	exact accordance wi	th the
	drawings, plans, specifications, and oth	ner data and information	filed with the Develo	pment
	Review Division of Development Service	es Department of Hillsboro	ough County by the Pri	ncipal,
	and shall complete all of said building, c	onstruction, and installati	on within <u>6</u>	
	months from the date that the Board of	of County Commissioners	approves the final pla	an and
	accepts this performance bond; and			
В.	If the Principal shall faithfully perform	the Subdivider's Agreem	ent at the times and	in the
	manner prescribed in said Agreement;	<b>g</b>		
	,			
EFFECT U	IS OBLIGATION SHALL BE NULL AND V  NTIL AUGUST 9, 2024		MAIN IN FULL FORCE	E AND
SIGNED, S	SEALED AND DATED this $21st$ day of $N$	overnber ₂₀	<u>23</u> .	
ATTEST:	m May BY:	PRINCIPAL PRINCIPAL	(SEAL)	Trance Con
		Arch Insurance Compa	ny (Sa)	Missouri E
	•	SURETY	(SEAL)	rance Ca
ATTEST:		- 4	(SEAL)	CORPORATE SEAL 1971
Vis	nce Flavin	Confus		
		ATTORNEY-IN-FACT	(SEAL)	Missouri

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

### POWER OF ATTORNEY

### Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

### Aaron Steffey and Chris Kolger of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:
Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of August, 2021

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS CORPORATE SEAL 1971

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

Michele Tripodi, Notary Public My commission expires 07/31/2025

### **CERTIFICATION 7**

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 6, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of November, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance – Surety Division 3 Parkway, Suite 1500

Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



# OPAL MYTHRA

# A SUBDIVISION LYING WITHIN SECTION 19, TOWNSHIP 27 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA

### DESCRIPTION:

A SUBDIVISION LYING WITHIN SECTION 19, TOWNSHIP 27 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGNANT HE SOUTHHEST CONNET OF LOT 20 OF PONDEDDY SUBMISSION UNIT 7" AN RECORDED IN AIT BOOKE A PAGE SOOT PER PONDEDDY SUBMISSION OF HE SOUTH BOUNDARY OF SUBMISSION OF HE SOUTH BOUNDARY OF SUBMISSION OF SUBMISSION OF HE SOUTH BOUNDARY OF SUBMISSION OF SUBMISSION OF HE SOUTH BOUNDARY OF SUBMISSION OF HE SOUTH BOUNDARY OF HE SOUTH BOOK OF HE SOUT

THE ABOVE PARCEL CONTAINING 19.61 ACRES, MORE OR LESS.

### PLAT NOTES:

IN BLEARINGS NOWN HERECANAGE ORD BASED ON THE LOCKIN MEST TRANSCREEK LEFT-YAYOR CO-TRANSCROOPRINATE SYSTEM WAND DATH MOOTO CAUSE HIGH THE ANOTHER OF THE ANOTHER OF THE LOST IT AOF THE SOUTH-MEST I 40 OF THE MORTHEAST I 41 OF SECTION 18, TOWNISHED 75 SOUTH, RANGE 19 EAST, HANNICA BEALAND OF SOUTH AS TOWNISHED AND THE SECTION 18, TOWNISHED 75 SOUTH, RANGE 19 EAST, HANNICA BEALAND OF SOUTH AS TOWNISH AND THE SELECT TO THE COUNTY OF THE SELECT TO TH

A COODIOMITES SHOWN HERCON ARE BASED ON THE FLORIDA HEST TRANSFERSE HERCATEOR STITE PARE COORDINATE SYSTEM HERCON BOTH ARE STATE HAS GOT FROM BASIS OF FROM

PLAT BOOK _

_ PAGE_

THE UNDERSIGNED, AS OWNER OF THE LANGS PLATTED HEERIN DOES HERBY DEDICATE THIS PLAT OF OPAL.
MITHAN FOR RECOON, HATHER, THE OWNER DOES HERBY DEDICATE TO PAUL USE ALL FASBLEHTS
DESIGNATION HE PLAT AS "PUBLIC", THE INDERSIGNED PLATTER MANES THE FOLLOWING DEDICATIONS
DESIGNATION OF PLAT AS "PUBLIC", THE INDERSIGNED PLATTER MANES THE FOLLOWING DEDICATIONS

- I THE FRAVILTE ROADS AND PRIVATE BIGHT-SOF-MAY SHOWN HERSON AS TRACT A ARE MOT DEVICATED TO THE PUBLIC, BUT AND ERPAYITE, AND ARE HERSON RESERVED BY OWNERS FOR COMMUNICATION AND HER PUBLIC, BUT AND HER PRIVATE, AND ARE HERSON RESERVED BY OWNER FOR COMMUNICATION AND HER PUBLIC BUT AND HER PUBLIC BU
- CUESTIS AND IMMITES.

  PROVINCES AND IMMITES.

  AND CONTROL OF CONTR

# OWNER: OPAL CLEMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: PRASANTH PINNAMANENI, AUTHORIZED MEMBER

	DOINT NAME
--	------------

WINESS

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

# ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __PHYSICAL PRESENCE OR

HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED. AS IDENTIFICATION.

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT

_, PAGE____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

URE	
THE STATE	

### SURVEYOR'S CERTIFICATE

I, AMRON J, MJRPHY, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THAS PATITED SUBDIVISION IS A CORRECT REPRESENTATION OF THE JAND BEING SUBDIVINED. THAT THIS PALT WAS PREPARED UNDER MY DIRECTION AND SUPPRISHON; THAT THIS PALT CANDELES WITH ALT. THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COLATTY LAND

DEVELOPMENT CODE; AND THAT PERMANENT REFERENCE MONUMENTS (PRMs) WERE SET ON THE _

. 2023, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCPs) AND OF CORNERS HAVE BEEN SET OR WILL BE SET PER REGURENENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

|--|

SHEET 1 OF 4

Asion J. Murphy, PSM
FLORIDA PROFESSIONAL SURVEYOR & MAPPER #6768
FAMILTON ENGINEERING AND SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION IN PROFESSIONAL SURVEYING.





PLAT APPROVAL

REVIEWED BY: FLORIOL PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # SURVEY SECTION, GEOSPATIAL AND LAND ACQUISTITON SERVICES DEPARTMENT, HILLSBOROUGH COUNTY, FLORIOL

CLERK FILE NUMBER THIS ____ DAY OF_

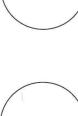
. 2023.

DEPUTY CLERK CLERK OF CIRCUIT COURT

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







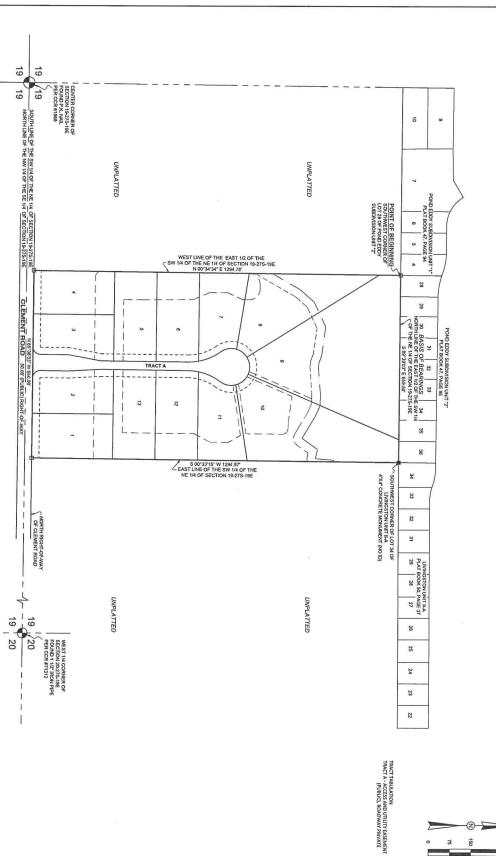
# OPAL MYTHRA

PLAT BOOK

PAGE.

150 75

A SUBDIVISION LYING WITHIN SECTION 19, TOWNSHIP 27 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA BOUNDARY AND KEY SHEET



# ENGINEERING & SURVEYING, LLC

LB #8405 CA #8474
www.HamiltonEngineering.US

775 WARNER LANE ORLANDO, FL 32803 TEL: 407,362,5929

# WETLAND CONSERVATION/PRESERVATION AREA NOTE:

** FONND PERMANENT REFERENCE MONAMENT (PRING YXX*
CONCRETE MONAMENT LIA BARGS, MILESS OTTERMINES STATED
**SET PERMANENT REFERENCE MONAMENT (PRIN YXX*
CONCRETE MONAMENT LIA BARGS, MALESS OTTERMINES STATED
**SET PERMANENT CONTROL POINT (PEP) PARKER-MALON INAIL AND DISC
STAMPED LIA BARGS, MILESS OTTERMINES TATED
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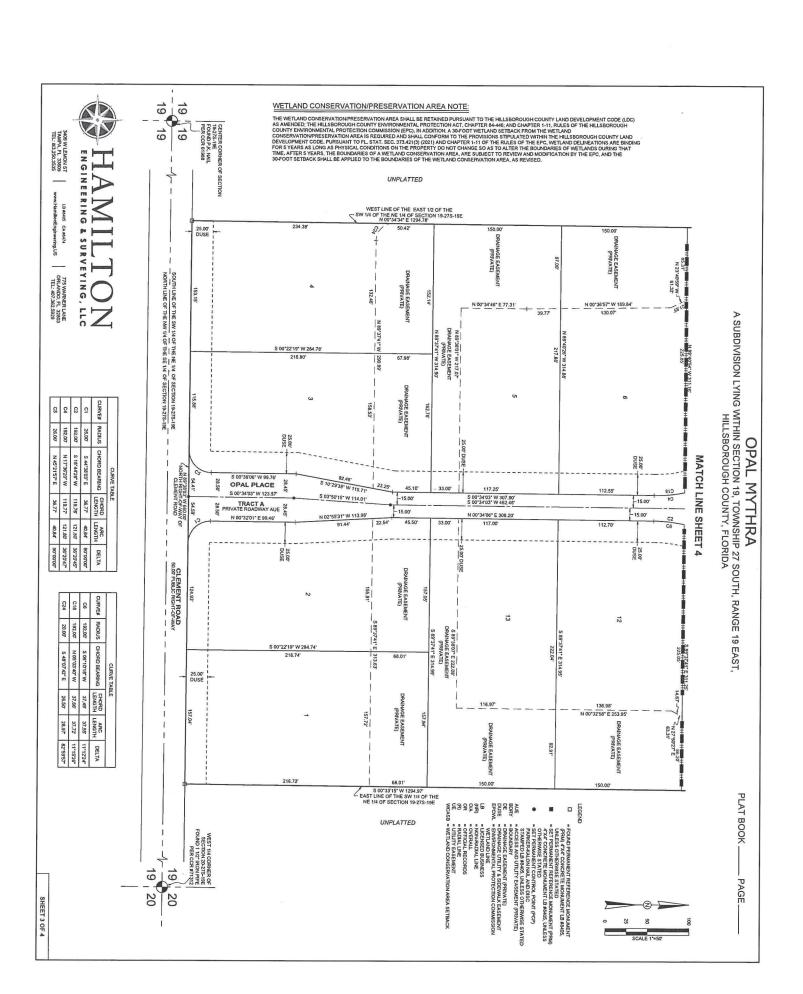
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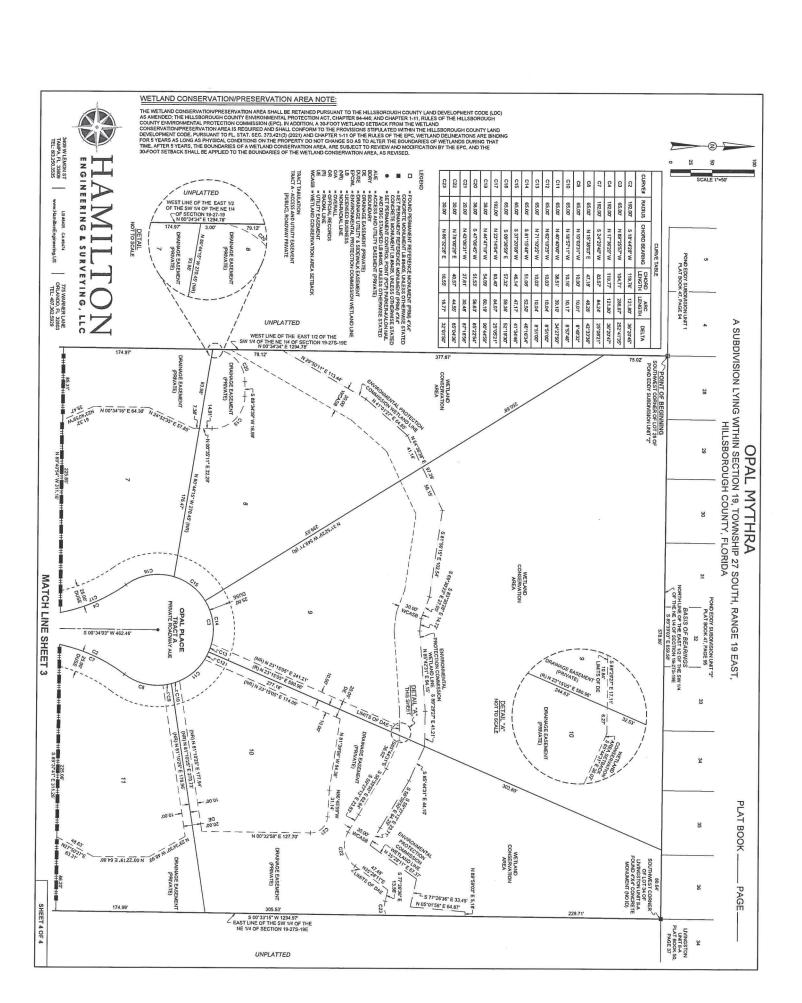
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SHEET 2 OF 4







### **Certificate of School Concurrency**

### **Project Information**

Project Name	Jono Legacy Clement Estates
Jurisdiction	Hillsborough
HCPS Project Number	537
Date/Time application deemed complete	March 23, 2018
Jurisdiction Project Number	4202
Parcel ID Number	033869.0000
Project Location	Hanna & Clement Rds
Dwelling Units & Type	13 Single Family Detached
Applicant	1708 Clement Rd.
	,

School Concurrency Analysis					
School Type	Elementary	Middle	High	Total Capacity Reserved	
Students Generated	3	2	2	7	
Notes:					

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

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

Lorraine Duffy Suarez, AICP

General Manager

**Growth Management & Planning** 

April 13, 2018

Date Issued