

SUBJECT: Graceland Estates Phase 3 **PI#4436**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Graceland Estates Phase 3, located in Section 16, Township 28, and Range 20, 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 \$909,748.31, a Warranty Bond in the amount of \$120,801.80 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 \$4,843.75 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

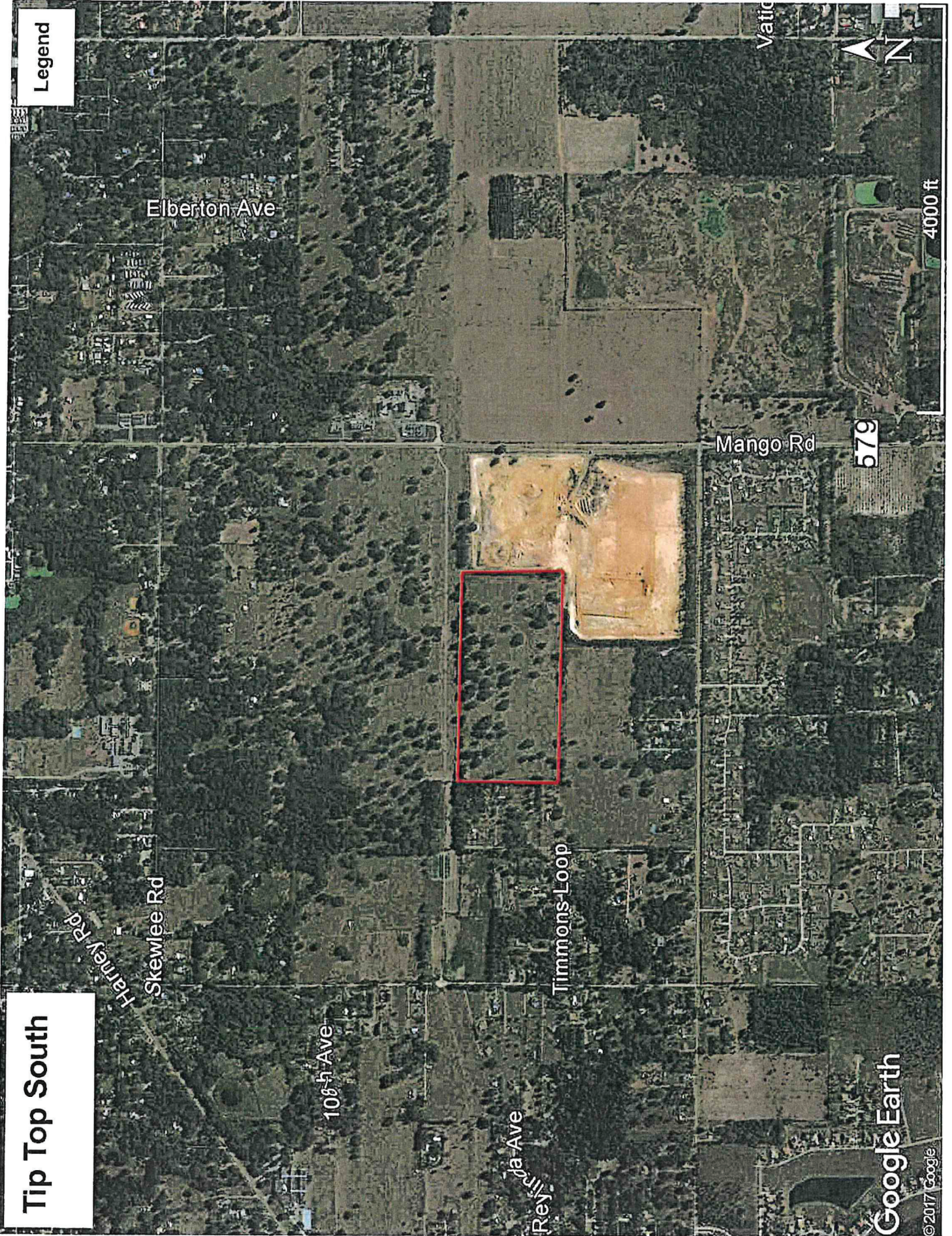
School Concurrency was approved for this project based on adequate capacity for the project.

BACKGROUND:

On August 23, 2023, Permission to Construct Prior to Platting was issued for Graceland Estates Phase 3, after construction plan review was completed on June 27, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Tip Top Properties South, LLC and the engineer is June Engineering Consultants, Inc.

Tip Top South

Legend



679

4000 ft

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

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Graceland Estates Phase 3, hereafter referred to as the "Subdivision"; and

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

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

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of 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, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Roads/Streets | <input type="checkbox"/> Water Mains/Services | <input checked="" type="checkbox"/> Stormwater Drainage Systems |
| <input type="checkbox"/> Sanitary Gravity Sewer Systems | <input type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges |
| <input type="checkbox"/> Reclaimed Water Mains/Services | <input checked="" type="checkbox"/> Sidewalks | |
| <input type="checkbox"/> Other: _____ | | |

hereafter referred to as the "County Improvements"; and

WHEREAS, the County required the Subdivider to warranty the aforementioned County 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 County Improvements, the Subdivider and County agree as follows:

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

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within three (3) 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 _____ by order of _____,
 - b. A Performance Bond, number 54-259372 dated, _____ May 30, 2024 with _____ Tip Top Properties South LLC as Principal, and _____ United Fire and Casualty Company as Surety, or
A Warranty Bond, number 54-259374 dated, _____ May 30, 2024 with _____ Tip Top Properties South LLC as Principal, and _____ United Fire and Casualty Company as Surety, or
 - c. Cashier/Certified Checks, number _____, dated _____ and _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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.

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.

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

ATTEST:

Subdivider:



Witness Signature

By

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

Christopher L. Kaminski

Rohland A June II

Printed Name of Witness

Name (typed, printed or stamped)



MGR

Witness Signature

Title

Jacqueline Kaminski

23 W Joiner St, Winter Garden FL 34787

Printed Name of Witness

Address of Signer

407-905-8180

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:


CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

12 day of June, 2024, by Rohland A. June II as
(day) (month) (year) (name of person acknowledging)

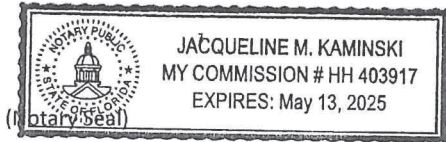
manager for Tip Top Properties South LLC
(type of authority,....e.g officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Jacqueline M. Kaminski
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

SUBDIVISION PERFORMANCE BOND

Bond No: 54-259372

KNOW ALL MEN BY THESE PRESENTS, That we Tip Top Properties South, LLC called the Principal, and United Fire & Casualty Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Nine Hundred and Nine Thousand Seven Hundred Forty Eight and 31/100 Dollars (\$909,748.31) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, culverts, gutters 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 for the Graceland Estates Phase 3 Subdivision Development; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered

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

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


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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Graceland Estates Phase 3 subdivision, including all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, culverts, gutters 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 (3) 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 November 9, 2024.

SIGNED, SEALED AND DATED this 30th day of May, 2024.

ATTEST:



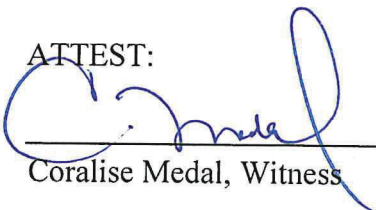
Tip Top Properties South, LLC

BY: 
_____ PRINCIPAL (SEAL)

United Fire & Casualty Company

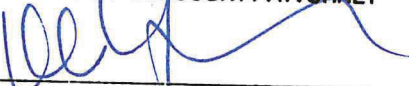
BY: 
_____ SURETY (SEAL)

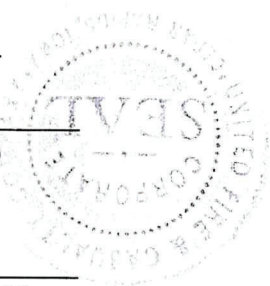
ATTEST:


_____ Coralise Medal, Witness

Susan L. Reich
ATTORNEY-IN-FACT (SEAL)
AND FLORIDA LICENSED RESIDENT AGENT
Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY: 
_____ Approved As To Form And Legal Sufficiency.





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O’LINN, SARAH K. O’LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President



State of Iowa, County of Linn, ss:

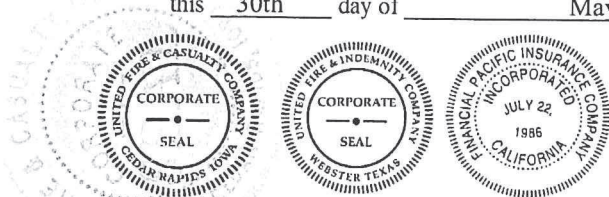
On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

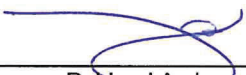
I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 30th day of May, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

GRACELAND ESTATES PHASE 3 - PERFORMANAC ESTIMATE

<i>Prepared by:</i>	June Engineering Consultants, Inc.			Certificate of Authorization No. 31567	
	23 W. Joiner St				
	Winter Garden, FL. 34787				
<i>Date:</i>	5/16/2024				
Item No.	Description	Quantity	Unit	Contract Unit Price	Total at Contract Price
A	SOD				
2	SOD - 2' BACK OF CURB	18985	SF	\$ 0.55	\$ 10,441.75
B	CONCRETE AND PAVING				
1	VALLEY CURB - 2'	178	LF	\$20.20	\$3,595.60
2	MIAMI CURB (or F CURB)	8683	LF	\$21.70	\$188,421.10
3	ADA RAMPS	6	EA	\$1,000.00	\$6,000.00
4	5' x 4' Sidewalk Open Space	9000	SF	\$7.00	\$63,000.00
	ASPHALT				
1	1.5" THICK ASPHALT - TYPE SP-9.5R	10920	SY	\$ 15.00	\$ 163,800.00
2	6" CRUSHED CONCRETE BASE (LBR 150)	10920	SY	\$ 16.74	\$ 182,800.80
3	12" STABILIZED SUBGRADE - LBR 40	12849	SY	\$ 8.10	\$ 104,076.90
	SIGNAGE & STRIPING				
1	STOP SIGN - SIGNAGE MINIMUM	1	LS	\$ 1,268.75	\$ 1,268.75
2	THERMO	1	LS	\$ 4,393.75	\$ 4,393.75
GRAND TOTAL					\$ 727,798.65
PERFORMANACE 125%		\$909,748.31		 Rohland A. June II PE #41949	

WARRANTY BOND

Bond No: 54-259374

KNOW ALL MEN BY THESE PRESENTS, That we Tip Top Properties South, LLC called the Principal and United Fire & Casualty Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Hundred Twenty Thousand Eight Hundred One and 80/100 U.S. Dollars (\$120,801.80) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage) for maintenance in the approved platted subdivision known as Graceland Estates Phase 3; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, culverts, gutters, storm sewers 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 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 and drainage improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Graceland Estates Phase 3, 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 November 9, 2026.

SIGNED, SEALED AND DATED this 30th day of May, 2024.

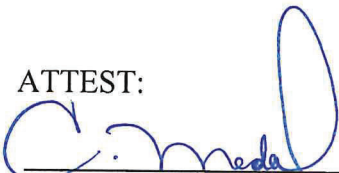
ATTEST:



Tip Top Properties South, LLC

BY: 
_____ (SEAL)
PRINCIPAL

ATTEST:



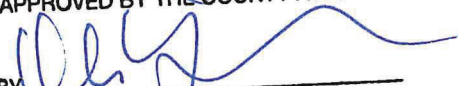
Coralise Medal, Witness

United Fire & Casualty Company
SURETY (SEAL)



ATTORNEY-IN-FACT (SEAL)
AND FLORIDA LICENSED RESIDENT AGENT
Susan L. Reich
Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY: 

Approved As To Form And Legal Sufficiency.





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O’LINN, SARAH K. O’LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

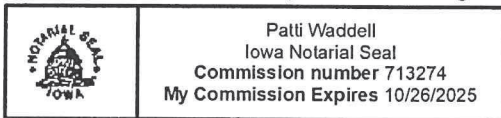


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

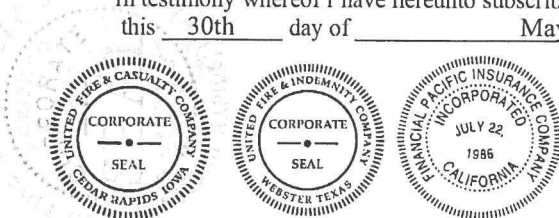
On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.


In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 30th day of May, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

GRACELAND ESTATES PHASE 3 - WARRANTY ESTIMATE

<i>Prepared by:</i>	June Engineering Consultants, Inc.			Certificate of Authorization No. 31567	
	23 W. Joiner St				
	Winter Garden, FL. 34787				
<i>Date:</i>	5/16/2024				
Item No.	Description	Quantity	Unit	Contract Unit Price	Total at Contract Price
A	EARTHWORK				
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
B	SOD				
1	POND SOD	78000	SF	\$ 0.55	\$ 42,900.00
2	SOD - 2' BACK OF CURB	18985	SF	\$ 0.55	\$ 10,441.75
C	STORM SYSTEM				
1	15" ADS HP - 0 TO 6FT	108	LF	\$ 51.48	\$ 5,559.84
2	15" ADS HP - 6 TO 8FT	41	LF	\$ 51.48	\$ 2,110.68
3	18" ADS HP - 0 TO 6FT	1208	LF	\$ 56.95	\$ 68,795.60
4	24" ADS HP - 0 TO 6FT	823	LF	\$ 77.21	\$ 63,543.83
5	24" ADS HP - 6 TO 8FT	476	LF	\$ 80.60	\$ 38,365.60
6	24" ADS HP - 8 TO 10FT	570	LF	\$ 85.12	\$ 48,518.40
7	P6 CURB INLET - 0 TO 6 FT	2	EA	\$ 8,623.34	\$ 17,246.68
8	P6 CURB INLET - 8 TO 10FT	3	EA	\$ 9,129.34	\$ 27,388.02
8	P6 CURB INLET - 6 TO 8FT	10	EA	\$ 8,623.34	\$ 86,233.40
9	P8 MANHOLE - 0 TO 6FT	4	EA	\$ 6,759.56	\$ 27,038.24
10	P8 MANHOLE - 8 TO 10FT	3	EA	\$ 7,265.56	\$ 21,796.68
11	18" MES	1	EA	\$ 2,335.00	\$ 2,335.00
12	24" MES	2	EA	\$ 2,335.00	\$ 4,670.00
13	CONTROL STRUCTURE	1	EA	\$ 17,217.16	\$ 17,217.16
14	SPLASH PAD AT MES	57	SF	\$ 26.32	\$ 1,500.24
D	CONCRETE AND PAVING				
1	VALLEY CURB - 2'	178	LF	\$20.20	\$3,595.60
2	MIAMI CURB (or F CURB)	8683	LF	\$21.70	\$188,421.10
3	ADA RAMPS	6	EA	\$1,000.00	\$6,000.00
4	5' x 4' Sidewalk Open Space	9000	SF	\$7.00	\$63,000.00
	ASPHALT				
1	1.5" THICK ASPHALT - TYPE SP-9.5R	10920	SY	\$ 15.00	\$ 163,800.00
2	6" CRUSHED CONCRETE BASE (LBR 150)	10920	SY	\$ 16.74	\$ 182,800.80
3	12" STABILIZED SUBGRADE - LBR 40	12849	SY	\$ 8.10	\$ 104,076.90
	SIGNAGE & STRIPING				
1	STOP SIGN - SIGNAGE MINIMUM	1	LS	\$ 1,268.75	\$ 1,268.75
2	THERMO	1	LS	\$ 4,393.75	\$ 4,393.75

GRAND TOTAL					\$ 1,208,018.02
WARRANTY 10%		\$120,801.80			
				Rohland A. June II	
				PE #41949	

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

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Graceland Estates Phase 3 (hereafter referred to as the "Subdivision"); and

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

WHEREAS, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within three (3) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 54-259373 dated, May 30, 2024 with _____ Tip Top Properties South LLC as Principal, and United Fire and Casualty Company as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

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

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

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

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

ATTEST:



Witness Signature

Christopher L. Kaminski

Printed Name of Witness



Witness Signature

Jacqueline Kaminski

Printed Name of Witness

Subdivider:

By 

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

Rohland A June II

Name (typed, printed or stamped)

MGR

Title

23 W Joiner St, Winter Garden FL 34787

Address of Signer

407-905-8180

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court


BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

Deputy Clerk

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

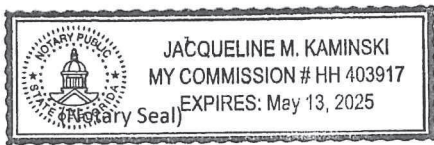
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
12 day of June, 2024, by Rohland A June II as
(day) (month) (year) (name of person acknowledging)
manager for Tip Top Properties South LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Jaqueline M. Kaminski
(Signature of Notary Public - State of Florida)

Type of Identification Produced



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

(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

SUBDIVISION PERFORMANCE BOND

Bond No: 54-259373

KNOW ALL MEN BY THESE PRESENTS, That we **Tip Top Properties South, LLC** called the Principal, and **United Fire & Casualty Company** called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Four Thousand Eight Hundred Forty Three and 75/100 (\$4,843.75) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in the platted area known as Graceland Estates Phase 3, 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.

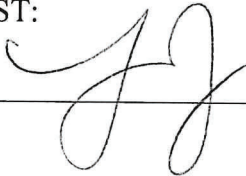
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Graceland Estates Phase 3 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 Three 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 November 9, 2024.

SIGNED, SEALED AND DATED this 30th day of May, 2024.

ATTEST:



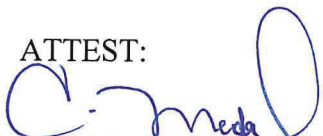
BY: Tip Top Properties South LLC
PRINCIPAL (SEAL)




SURETY (SEAL)

United Fire & Casualty Company
SURETY (SEAL)

ATTEST:



Coralise Medal, Witness



ATTORNEY-IN-FACT (SEAL)
AND FLORIDA LICENSED RESIDENT AGENT
Susan L. Reich
Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O’LINN, SARAH K. O’LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

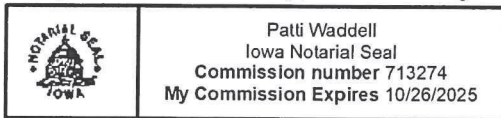


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

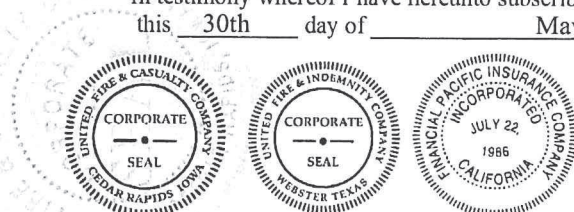
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Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 30th day of May, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

Graceland Estates Phase 3 Lot Corner Estimate

<i>Prepared by:</i>	June Engineering Consultants, Inc.	Certificate of Authorization No. 31567
	23 W. Joiner St	
	Winter Garden, FL. 34787	
<i>Date:</i>	5/16/2024	


<u>Description</u>	<u>QTY</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Number of Lots to be Staked	31	lots	\$125.00	\$3,875.00

TOTAL	\$3,875.00
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Note: All the above are actual costs as provided to June Engineering Consultants, Inc. by the site contractor.
No County Utilities.

125% Performance Estimate

\$4,843.75



Rohland A. June II
PE #41949

GRACELAND ESTATES PHASE 3 LYING IN SECTION 16, TOWNSHIP 28 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

THAT PART OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE RUN S89°53'13"W 300.00 FEET TO THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN S00°01'17"E 662.99 FEET TO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN N00°07'03"W ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 897.99 FEET TO A LINE 330.00 FEET SOUTH OF, WHEN MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S89°50'30"E ALONG SAID LINE 330.00 FEET SOUTH, 662.99 FEET TO THE EAST LINE OF AFORESAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S89°54'10"E ALONG THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, 899.31 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN N89°42'26"W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 1309.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 44.717 ACRES MORE OR LESS.

PLAT NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16, TOWNSHIP 28 SOUTH, RANGE 20 EAST, BEING N89°42'26"W PER FLORIDA WEST STATE PLANE COORDINATE SYSTEM (NAD83)(2011).
- COORDINATES SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT BEING A HILLSBOROUGH COUNTY ENGINEERING DEPARTMENT SURVEY DISK POINT (NAD83) COORDINATE SYSTEM (NAD83)(2011). THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVISION. ANY DISCREPANCY BETWEEN THE GRAPHIC FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD, LAND WITHIN THE BOUNDARIES OF THIS PLAT BEING SUBJECT TO FLOODING. THE COUNTY ENGINEERING DEPARTMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE COLLECTION OF TELEPHONE AND CABLE TELEVISION SERVICES. THE COUNTY ENGINEERING DEPARTMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT. MAINTENANCE, AND OPERATION OF CABLE TELEVISION DAMAGES THE FACILITIES OF A PUBLIC UTILITY.
- DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES, AND LANDSCAPING PLANTS OR ANY OTHER STRUCTURES OR IMPROVEMENTS. SUCH IMPROVEMENTS SHALL BE SUBJECT TO RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE.
- THIS SUBDIVISION CONTAINS EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.

**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, FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

CLERK OF COURT _____

DEPUTY CLERK _____

THIS _____ DAY OF _____, 2024, TIME _____

CLERK FILE NUMBER _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS, IN FEE SIMPLE OF THE HEREON DESCRIBED LANDS, DOES HEREBY DEDICATE THIS PLAT OF GRACELAND ESTATES PHASE 3 FOR RECORD. FURTHER, THE OWNERS DO HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY (TRACT A) AND LAND EASEMENTS: THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

- FEE INTEREST IN TRACTS B, C AND D IS HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS OF THIS SUBDIVISION. SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.
- PRIVATE DRAINAGE EASEMENTS ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS OF THIS SUBDIVISION. SAID EASEMENTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.
- SAID TRACTS B, C, D, AND ALL PRIVATE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND TRACTS DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.
- THE MAINTENANCE OF OWNER-RESERVED TRACTS AND PRIVATE EASEMENTS AND THEIR SUCCESSORS IN TITLE.

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED, BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THE _____ DAY OF _____, 2024 BY ROHLAND A. JUNE, II OF TIP TOP PROPERTIES SOUTH LLC, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS MANAGER OF SAID TIP TOP PROPERTIES SOUTH LLC, A FLORIDA LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION AND DID TAKE AND OATH.

PLAT APPROVAL

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

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

BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____

DATE _____

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LANDS BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED AND DRAWN BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION; THAT THE DATA COMPILED WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PRM'S) WERE SET ON THE 18TH DAY OF MARCH, 2022 AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCP'S) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

THIS _____ DAY OF _____, 2024

ARON D. BISHMAN
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE # 15568
BISHMAN SURVEYING & MAPPING
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
CERTIFICATE OF AUTHORIZATION LB7274



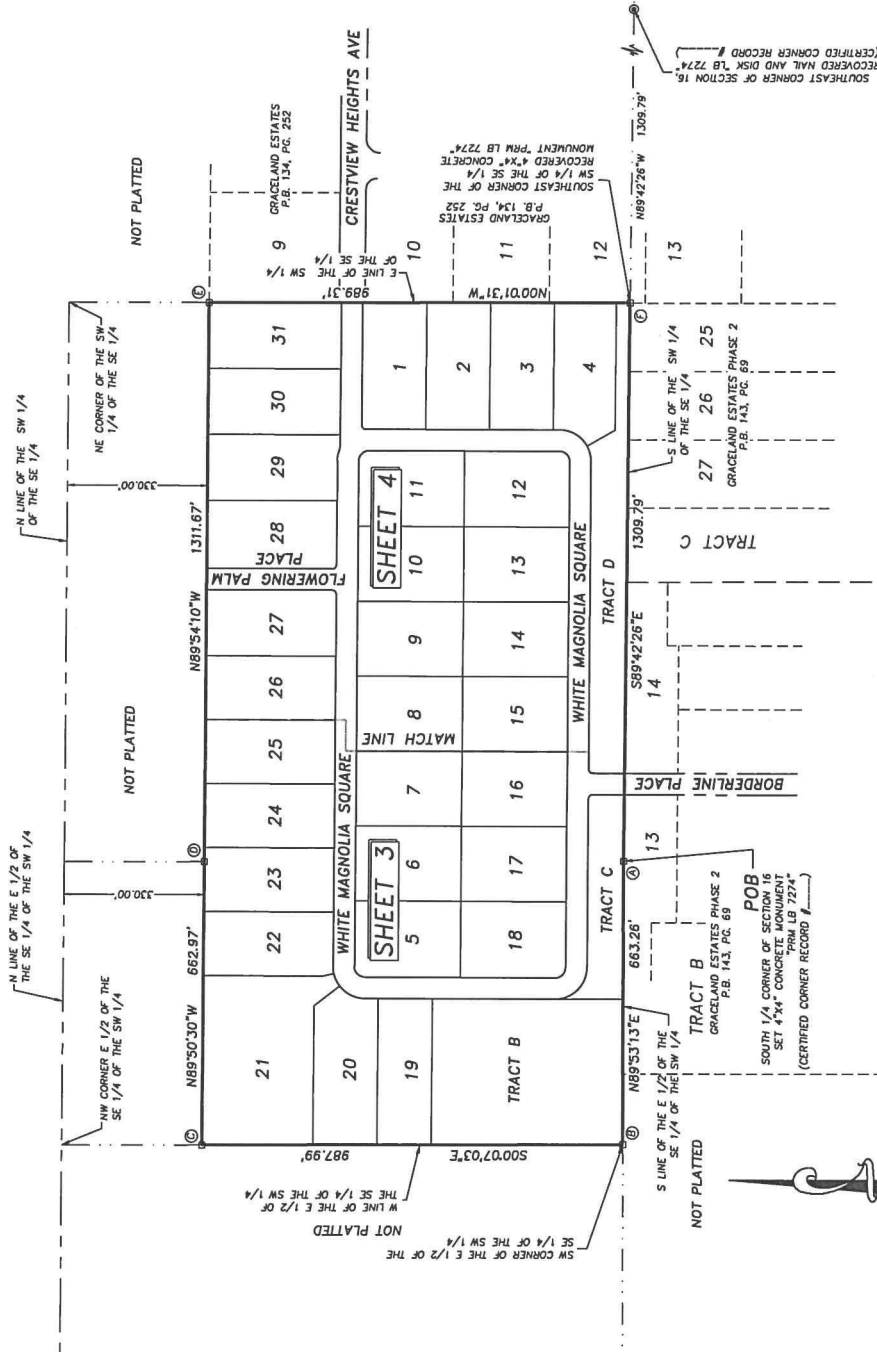
CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8677

GRACELAND ESTATES PHASE 3

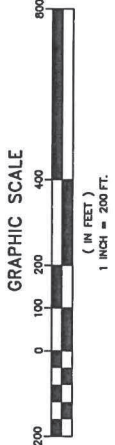
LYING IN SECTION 16, TOWNSHIP 28 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

OVERALL BOUNDARY AND KEY SHEET



#	NORTHING	EASTING
A	1347209.17	555906.15
B	1347202.86	555942.89
C	1348295.84	555240.86
D	1348294.01	555903.83
E	1348291.78	557215.49
F	1347302.48	557215.92



BISHMAN
Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

GRACELAND ESTATES PHASE 3

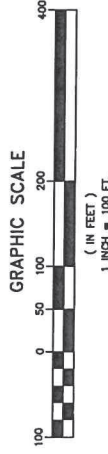
LYING IN SECTION 16, TOWNSHIP 28 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

PAGE

CURVE TABLE				
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD
C1	89°58'47"	10.00'	S4°38'27"W	14.14'
C2	90°01'13"	10.00'	N44°53'33"W	14.14'
C3	90°00'00"	25.00'	N44°54'10"W	33.38'
C4	90°00'00"	50.00'	N44°54'10"W	70.71'
C5	90°00'00"	75.00'	N44°54'10"W	106.07'
C6	90°00'00"	25.00'	N45°05'50"E	33.38'
C7	90°00'00"	50.00'	N45°05'50"E	70.71'
C8	90°00'00"	75.00'	N45°05'50"E	106.07'
C9	52°09'46"	75.00'	N28°10'43"E	65.95'
C10	24°52'36"	75.00'	N64°41'54"E	32.31'
C11	12°57'38"	75.00'	N83°37'01"E	16.93'

LINE #	DIRECTION	LENGTH
L1	VARIES	25.00'
L2	S37°44'24"E	76.05'
L3	S12°31'48"E	25.87'
L4	N89°54'10"W	75.32'



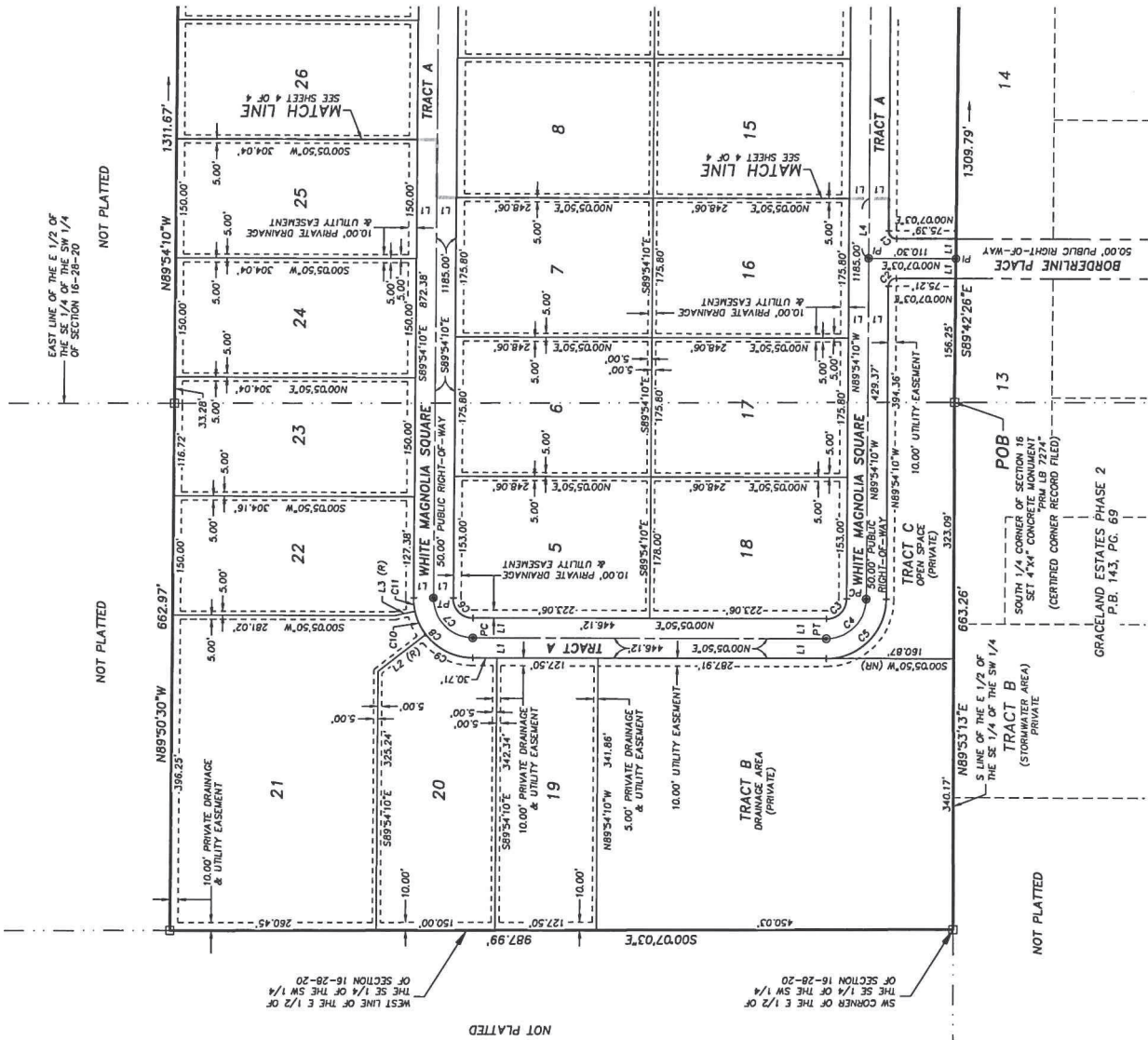
- LEGEND**
- PC POINT OF CURVATURE
 - PI POINT OF INTERSECTION
 - RP RADIUS POINT
 - PT POINT OF TANGENCY
 - RA RADIAL
 - RB NOT RADIAL
 - POB POINT OF BEGINNING PROFESSIONAL SURVEYOR AND MAPPER
 - PSM LICENSED BUSINESS
 - LB LICENSED BUSINESS
 - O.R. OFFICIAL RECORDS BOOK
 - PC. PAGE
 - P.B. PLAT BOOK

- DENOTES SET (P.M.) PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT FROM LB 7274, UNLESS NOTED OTHERWISE.
- ⊙ DENOTES SET (P.P.) PERMANENT REFERENCE POINT, A NAIL AND DISK STAMPED "PCP LB 7274", UNLESS NOTED OTHERWISE.



CERTIFICATE OF AUTHORIZATION LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877





Certificate of School Concurrency

Project Name	Tip Top South
Jurisdiction	Hillsborough County
HCPS Project Number	661
Date/Time application deemed complete	6.12.2019
Jurisdiction Project Number	4436
Parcel ID Number	0608230000
Project Location	West of Mango Road, south of Skewlee Road
Dwelling Units & Type	83 SFD
Applicant	Jeffrey Sedloff

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	16	10	12		38

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.

Amber K. Dickerson, AICP
 Manager, Planning & Siting

6.12.2019
 Date Issued