

**SUBJECT:** Copeland Creek On-site and Off-site aka Copeland Farms  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 8, 2021  
**CONTACT:** Lee Ann Kennedy

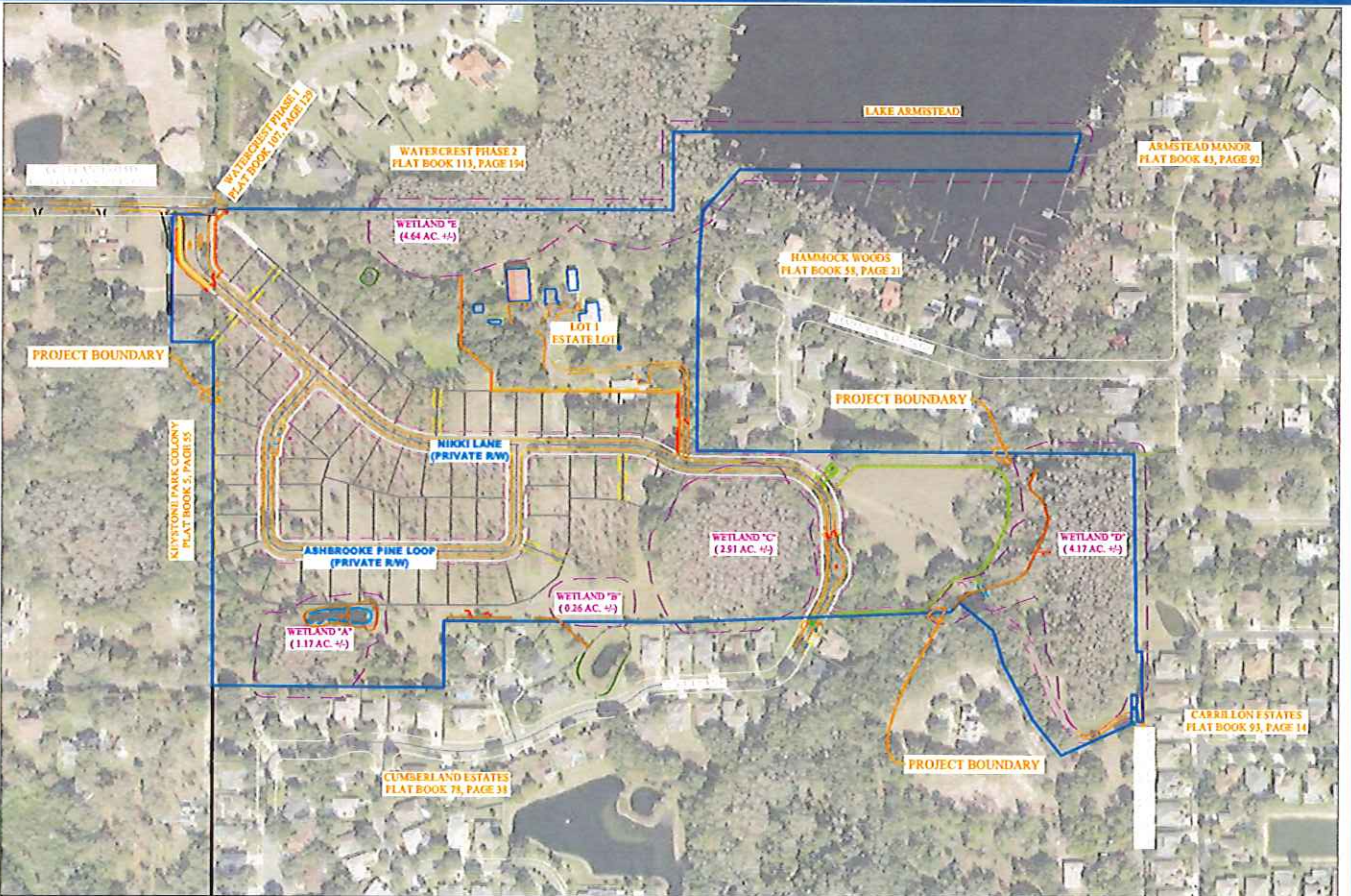
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**RECOMMENDATION:**

Accept the plat for recording for Copeland Creek On-site and Off-site, located in Section 37, Township 27, and Range 17, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$1,715,768.63, a Warranty Bond in the amount of \$111,307.22, 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 \$7,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On December 17, 2020, Permission to Construct Prior to Platting was issued for Copeland Creek On-site and Off-site. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is CND-Copeland, LLC and the engineer is Heidt Design.




**HEIDT  
DESIGN**  
5904-A Hampton Oaks Parkway  
Tampa, Florida 33610  
Phone: 813-253-5311  
www.HeidtDesign.com  
Engineering Business Certificate of Authorization No. 28782  
Landscape Architecture Certificate of Authorization No. LC26000403

**COPELAND CREEK ON & OFFSITE IMPROVEMENTS**

**CND-COPELAND, LLC**

**SCALE 1" = 500'**

**LOCATION MAP**



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

This Agreement is made and entered into this 16<sup>th</sup> day of August, 2021, by and between CND-Copeland LLC, a Florida limited liability company hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

**Witnesseth**

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as COPELAND CREEK (AND OFFSITE IMPROVEMENTS); 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 the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

**WHEREAS**, the off-site and on-site improvements required by the LDC in connection with the subdivision known as COPELAND CREEK (AND OFFSITE IMPROVEMENTS) 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 and wastewater systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, 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 off-site and on-site improvements as required in connection with the COPELAND CREEK (AND OFFSITE IMPROVEMENTS) Subdivision; and

**WHEREAS**, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"):

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

\_\_\_\_\_ and

**WHEREAS**, the County requires the Subdivider to warranty the aforementioned Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

**WHEREAS**, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the 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 the on-site and off-site improvements required within and in connection with COPELAND CREEK (AND OFFSITE IMPROVEMENTS) Subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
  
3. The Subdivider agrees to warranty the Improvements constructed in connection with COPELAND CREEK (AND OFFSITE IMPROVEMENTS) Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
  
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, and number \_\_\_\_\_, dated \_\_\_\_\_ with \_\_\_\_\_ by order of \_\_\_\_\_,
  
  - b. A Performance Bond number K40278898 dated August 16, 2021 with CND-Copeland, LLC as Principal, and Federal Insurance Company as Surety, and  
  
A Warranty Bond number K402778898, dated August 16, 2021 with CND-Copeland, LLC as Principal, and Federal Insurance Company as Surety, and
  
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
  
  - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
  
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.



7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as COPELAND CREEK (AND OFFSITE IMPROVEMENTS) at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the Improvements for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the twelve (12) month construction period described in paragraph 2, the Subdivider may request that the County accept the Improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 16<sup>th</sup> day of August, 2021.

ATTEST:

Sean Joyce  
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

SEAN JOYCE  
Printed Name of Witness

DAVID J. [Signature]  
Witness' Signature

David J. [Signature]  
Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:  
HILLSBOROUGH COUNTY  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

**SUBDIVIDER:**

By: CND-Copeland, LLC, a Florida limited liability company

By: [Signature]  
Authorized Corporate Officer or Individual

Gary Miller  
Name (typed, printed or stamped)

Land Development Manager  
Title

3903 Northdale Blvd., Ste. 280E, Tampa, FL 33624  
Address of Signer

813-422-6125  
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2021, by Gary Miller, as authorized signatory of CND-Copeland, LLC, a Florida limited liability company under the laws of the state of Florida on behalf of the company. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

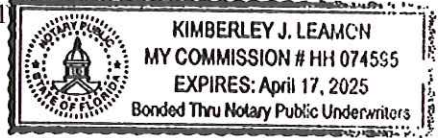
Sign: [Signature] (Seal)

Print: Kimberley J Leamon

Title or Rank: Notary

Serial Number, if any: HH074595

My Commission Expires: 4/17/25



**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**SUBDIVISION PERFORMANCE BOND On-site and Off-site**

KNOW ALL MEN BY THESE PRESENTS, That we, CND-Copeland, LLC, a Florida limited liability company called the Principal and Federal Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of one million, seven hundred fifteen thousand, seven hundred sixty eight dollars and sixty three cents (\$1,715,768.63) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

**WHEREAS**, said improvements are to be built and constructed in the aforementioned platted area and associated off-site area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement 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 COPELAND CREEK (AND OFFSITE IMPROVEMENTS) subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL OCTOBER 8, 2022.

SIGNED, SEALED AND DATED this 16th day of August, 2021.

ATTEST:

Mary Cavallino  
MARY CAVALLINO

CND-Copeland, LLC, a Florida limited liability company  
Heather Humphrey  
Chief Financial Officer

BY: [Signature]  
PRINCIPAL (SEAL)

Federal Insurance Company  
SURETY (SEAL)

ATTEST:

[Signature]  
Albert Melendez

[Signature]  
ATTORNEY-IN-FACT (SEAL)  
Erik Johansson,



APPROVED BY THE COUNTY ATTORNEY

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of Orange }

On AUG 16 2021, before me, Christina Marie Rogers, Notary Public,  
personally appeared Erik Johansson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of January, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 15th day of January, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 16, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com


**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL  
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By:   
\_\_\_\_\_  
Stephen M. Haney, Vice President



**WARRANTY BOND On-Site and Off-Site**

KNOW ALL MEN BY THESE PRESENTS, That we CND-Copeland, LLC, a Florida limited liability company called the Principal and Federal Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of one hundred eleven thousand, three hundred seven dollars and twenty-two cents, (\$111,307.22) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as COPELAND CREEK (AND OFFSITE IMPROVEMENTS) and associated off-site improvements (roads, drainage, water and wastewater); and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the on-site and off-site improvement facilities 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, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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



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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the (roads, drainage, water and wastewater) improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision and all off-site improvements known as COPELAND CREEK (AND OFFSITE IMPROVEMENTS); 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 OCTOBER 8, 2024.**

SIGNED, SEALED AND DATED this 16th day of August, 2021.

ATTEST:

Mary Cavallino  
MARY CAVALLINO

CND-Copeland, LLC, a Florida limited liability company

BY:

Heather Humphrey  
PRINCIPAL (SEAL)

Heather Humphrey  
Chief Financial Officer

Federal Insurance Company

SURETY (SEAL)



ATTEST:

Albert Melendez

APPROVED BY THE COUNTY ATTORNEY

Erik Johansson  
ATTORNEY-IN-FACT (SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of Orange }

On AUG 16 2021, before me, Christina Marie Rogers, Notary Public,  
personally appeared Erik Johansson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Leffer, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of January, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 15th day of January, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 16, 2021



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com





**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL  
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: 

Stephen M. Haney, Vice President



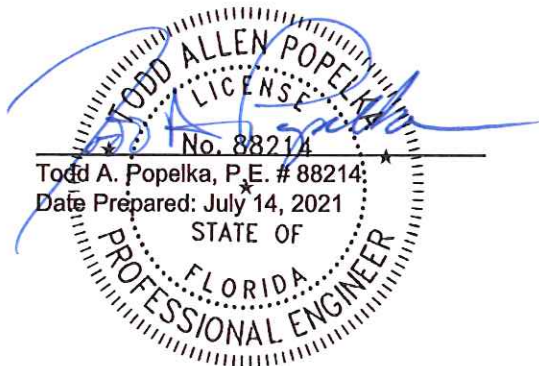


**Summary For Performance Bond**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Description	Total Amount	Completed Amount	Incomplete Amount
Streets and Drainage Facilities	\$1,415,045.50	\$404,768.00	\$1,010,277.50
Water Distribution System	\$324,425.00	\$122,325.00	\$202,100.00
Sewage Collection System	\$598,959.68	\$438,722.28	\$160,237.40
Total Amount	\$2,338,430.18	\$965,815.28	\$1,372,614.90
<b>Performance Bond Amount (125% of Total)</b>			<b>\$1,715,768.63</b>



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**Engineers Cost Breakdown**

**Schedule: Streets & Drainage Facilities**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount	Completed Amount	Incomplete Amount
<b>Subdivision</b>						
LS	1	Signing & Pavement Marking	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
SY	9,915	1½" SP 12.5 Asphaltic Surface Course	\$10.00	\$99,150.00	\$0.00	\$99,150.00
SY	1,215	2" SP 12.5 Asphaltic Surface Course	\$18.50	\$22,477.50	\$0.00	\$22,477.50
SY	9,915	6" Crushed Concrete Base	\$12.00	\$118,980.00	\$0.00	\$118,980.00
SY	1,215	8" Crushed Concrete Base	\$16.00	\$19,440.00	\$0.00	\$19,440.00
SY	11,130	12" Stabilized Subgrade	\$7.00	\$77,910.00	\$0.00	\$77,910.00
SY	435	Private Asphalt Driveway	\$32.00	\$13,920.00	\$0.00	\$13,920.00
LF	7,080	Miami Curb & Gutter	\$13.00	\$92,040.00	\$0.00	\$92,040.00
LF	625	Type F Curb & Gutter	\$17.00	\$10,625.00	\$0.00	\$10,625.00
LF	195	Drop Curb & Gutter	\$17.50	\$3,412.50	\$0.00	\$3,412.50
LF	120	Type D Curb	\$19.25	\$2,310.00	\$0.00	\$2,310.00
SF	7,535	Concrete Sidewalk (4" Thick)	\$3.75	\$28,256.25	\$0.00	\$28,256.25
SF	3,070	Concrete Sidewalk (6" Thick)	\$5.00	\$15,350.00	\$0.00	\$15,350.00
EA	4	ADA Ramps	\$950.00	\$3,800.00	\$0.00	\$3,800.00
LF	1275	5' Shell Trail	\$20.00	\$25,500.00	\$0.00	\$25,500.00
LF	830	Anchor Block Retaining Wall	\$100.00	\$83,000.00	\$83,000.00	\$0.00
LF	5600	Underdrain	\$14.25	\$79,800.00	\$0.00	\$79,800.00
EA	38	Underdrain Cleanout	\$235.00	\$8,930.00	\$0.00	\$8,930.00
LF	520	6" PVC Storm	\$14.00	\$7,280.00	\$0.00	\$7,280.00
LF	80	12" PVC Storm	\$24.00	\$1,920.00	\$0.00	\$1,920.00
LF	200	15" HP Storm	\$41.75	\$8,350.00	\$8,350.00	\$0.00
LF	290	18" HP Storm	\$46.75	\$13,557.50	\$13,557.50	\$0.00
LF	360	24" HP Storm	\$59.75	\$21,510.00	\$21,510.00	\$0.00
LF	50	30" HP Storm	\$78.75	\$3,937.50	\$3,937.50	\$0.00
LF	180	42" HP Storm	\$102.75	\$18,495.00	\$18,495.00	\$0.00
LF	396	15" RCP	\$45.75	\$18,117.00	\$18,117.00	\$0.00
LF	484	18" RCP	\$52.75	\$25,531.00	\$25,531.00	\$0.00
LF	432	24" RCP	\$66.75	\$28,836.00	\$28,836.00	\$0.00





**Engineers Cost Breakdown**

**Schedule: Streets & Drainage Facilities (Continued)**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount	Completed Amount	Incomplete Amount
LF	568	36" RCP	\$114.75	\$65,178.00	\$65,178.00	\$0.00
LF	36	42" RCP	\$134.75	\$4,851.00	\$4,851.00	\$0.00
EA	13	Type 1 Curb Inlet	\$4,300.00	\$55,900.00	\$50,310.00	\$5,590.00
EA	1	Type 2 Curb Inlet	\$4,500.00	\$4,500.00	\$4,050.00	\$450.00
EA	1	Type 1 Curb Inlet w/ J Bottom	\$5,150.00	\$5,150.00	\$4,635.00	\$515.00
EA	1	Type 2 Curb Inlet w/ J Bottom	\$5,600.00	\$5,600.00	\$5,040.00	\$560.00
EA	7	Storm Manhole	\$2,700.00	\$18,900.00	\$17,010.00	\$1,890.00
EA	2	Type C Grate Top Inlet	\$2,000.00	\$4,000.00	\$4,000.00	\$0.00
EA	4	Control Structure	\$4,500.00	\$18,000.00	\$14,400.00	\$3,600.00
EA	6	Yard Drain	\$500.00	\$3,000.00	\$0.00	\$3,000.00
EA	1	12" MES	\$950.00	\$950.00	\$0.00	\$950.00
EA	2	15" MES	\$1,000.00	\$2,000.00	\$1,600.00	\$400.00
EA	4	18" MES	\$1,450.00	\$5,800.00	\$4,640.00	\$1,160.00
EA	2	24" MES	\$1,550.00	\$3,100.00	\$2,480.00	\$620.00
EA	1	30" MES	\$2,650.00	\$2,650.00	\$2,120.00	\$530.00
EA	1	42" MES	\$3,900.00	\$3,900.00	\$3,120.00	\$780.00
EA	2	GeoWeb Spillway	\$3,000.00	\$6,000.00	\$0.00	\$6,000.00
EA	7	Rip Rap at MES	\$1,750.00	\$12,250.00	\$0.00	\$12,250.00
EA	2	Concrete Sump	\$3,400.00	\$6,800.00	\$0.00	\$6,800.00
<b>Off-Site</b>						
LS	1	Maintenance of Traffic	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
LS	1	Demo/Clearing/Grading	\$65,900.00	\$65,900.00	\$0.00	\$65,900.00
SY	5,925	Mill Existing Asphalt	\$3.75	\$22,218.75	\$0.00	\$22,218.75
SY	7,400	1" FC 9.5 Asphaltic Friction Course	\$8.00	\$59,200.00	\$0.00	\$59,200.00
SY	1,500	2½" SP 12.5 Asphaltic Surface Course	\$21.00	\$31,500.00	\$0.00	\$31,500.00
SY	1,875	10" Cement Treated Limerock Base	\$35.00	\$65,625.00	\$0.00	\$65,625.00
SY	1,875	12" Compacted Subgrade	\$4.50	\$8,437.50	\$0.00	\$8,437.50
SY	4,250	6' Stabilized Shoulder	\$11.00	\$46,750.00	\$0.00	\$46,750.00
LS	1	Driveway / Mailbox Restoration	\$14,450.00	\$14,450.00	\$0.00	\$14,450.00
<b>Total Streets &amp; Drainage</b>				<b>\$1,415,045.50</b>	<b>\$404,768.00</b>	<b>\$1,010,277.50</b>



**Engineers Cost Breakdown**

**Schedule: Water Distribution System**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount	Completed Amount	Incomplete Amount
<b>Subdivision</b>						
EA	1	Temporary Construction Assembly	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00
EA	1	12" x 12" Tapping Valve & Sleeve	\$8,750.00	\$8,750.00	\$0.00	\$8,750.00
LF	75	24" Jack & Bore	\$610.00	\$45,750.00	\$0.00	\$45,750.00
LF	20	18" Steel Casing	\$120.00	\$2,400.00	\$0.00	\$2,400.00
LF	1,580	6" PVC Water Main	\$13.50	\$21,330.00	\$10,665.00	\$10,665.00
LF	2,460	8" PVC Water Main	\$18.50	\$45,510.00	\$22,755.00	\$22,755.00
LF	1,120	12" DIP Water Main	\$62.00	\$69,440.00	\$34,720.00	\$34,720.00
EA	6	6" Gate Valve	\$1,000.00	\$6,000.00	\$3,000.00	\$3,000.00
EA	12	8" Gate Valve	\$1,400.00	\$16,800.00	\$8,400.00	\$8,400.00
EA	1	12" Gate Valve	\$2,550.00	\$2,550.00	\$1,275.00	\$1,275.00
EA	16	6" MJ Fitting	\$205.00	\$3,280.00	\$1,640.00	\$1,640.00
EA	40	8" MJ Fitting	\$300.00	\$12,000.00	\$6,000.00	\$6,000.00
EA	21	12" MJ Fitting	\$525.00	\$11,025.00	\$5,512.50	\$5,512.50
EA	8	Fire Hydrant Assembly	\$4,200.00	\$33,600.00	\$16,800.00	\$16,800.00
EA	36	Single Service (Short)	\$285.00	\$10,260.00	\$5,130.00	\$5,130.00
EA	27	Single Service (Long)	\$415.00	\$11,205.00	\$5,602.50	\$5,602.50
EA	1	Water Service to Lift Station	\$1,650.00	\$1,650.00	\$825.00	\$825.00
EA	1	Temporary Blowoff Assembly	\$425.00	\$425.00	\$0.00	\$425.00
LS	1	Chlorination & Testing	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
		<b>Total Water Distribution System</b>		<b>\$324,425.00</b>	<b>\$122,325.00</b>	<b>\$202,100.00</b>





**Engineers Cost Breakdown**

**Schedule: Sewage Collection System**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount	Completed Amount	Incomplete Amount
<b>Subdivision</b>						
LS	1	Connect to Existing Manhole	\$14,225.00	\$14,225.00	\$14,225.00	\$0.00
LF	3,502	8" PVC Gravity Main	\$41.84	\$146,523.68	\$146,523.68	\$0.00
EA	16	Sanitary Manhole	\$4,019.00	\$64,304.00	\$57,873.60	\$6,430.40
EA	4	Sanitary Manhole (Lined)	\$5,893.00	\$23,572.00	\$0.00	\$23,572.00
EA	10	Single Sanitary Service	\$750.00	\$7,500.00	\$7,500.00	\$0.00
EA	26	Double Sanitary Service	\$1,000.00	\$26,000.00	\$26,000.00	\$0.00
EA	1	Pump Station	\$311,000.00	\$311,000.00	\$186,600.00	\$124,400.00
EA	1	Connect FM to MH	\$1,400.00	\$1,400.00	\$0.00	\$1,400.00
EA	120	4" PVC Forcemain	\$13.75	\$1,650.00	\$0.00	\$1,650.00
EA	1	4" Plug Valve	\$985.00	\$985.00	\$0.00	\$985.00
EA	6	4" Fitting	\$300.00	\$1,800.00	\$0.00	\$1,800.00
		<b>Total Sewage Collection System</b>		<b>\$598,959.68</b>	<b>\$438,722.28</b>	<b>\$160,237.40</b>





**HEIDT  
DESIGN**

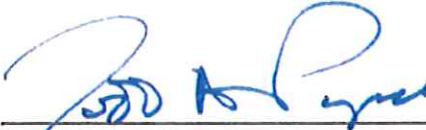
P: (813) 253-5311 | F: (813) 464-7629  
5904-A Hampton Oaks Pkwy.  
Tampa, FL 33610  
[www.heidtdesign.com](http://www.heidtdesign.com)

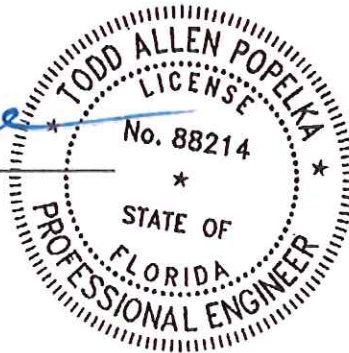
## Summary For Warranty Bond

### COPELAND CREEK AND OFFSITE IMPROVEMENTS

FOLIO # 2894.0000, 2914.0552, 2914.0554

Streets and Drainage Facilities	\$225,962.50
Water Distribution System	\$301,975.00
Sewage Collection System	\$585,134.68
Total Amount	\$1,113,072.18
<b>Warranty Bond Amount (10% of Total)</b>	<b>\$111,307.22</b>

  
\_\_\_\_\_  
Todd A. Popelka, P.E. # 88214  
Date Prepared: May 26, 2021



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Civil Engineering | Planning & GIS | Transportation Engineering | Ecological Services | Landscape Architecture

Engineering Business Certificate of Authorization No. 28782  
Landscape Architecture Business Certificate of Authorization No. 1C26000405



**Engineers Cost Breakdown**

**Schedule: Streets & Drainage Facilities**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount
<b>Subdivision</b>				
		Private On-Site		
<b>Off-site</b>				
SY	7,400	1" FC 9.5 Asphaltic Friction Course	\$8.00	\$59,200.00
SY	1,500	2½" SP 12.5 Asphaltic Surface Course	\$21.00	\$31,500.00
SY	1,875	10" Cement Treated Limerock Base	\$35.00	\$65,625.00
SY	1,875	12" Compacted Subgrade	\$4.50	\$8,437.50
SY	4,250	6' Stabilized Shoulder	\$11.00	\$46,750.00
LS	1	Driveway / Mailbox Restoration	\$14,450.00	\$14,450.00
		<b>Total Streets &amp; Drainage</b>		<b>\$225,962.50</b>



**Engineers Cost Breakdown**

**Schedule: Water Distribution System**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount
<b>Subdivision</b>				
EA	1	12" x 12" Tapping Valve & Sleeve	\$8,750.00	\$8,750.00
LF	75	24" Jack & Bore	\$610.00	\$45,750.00
LF	20	18" Steel Casing	\$120.00	\$2,400.00
LF	1,580	6" PVC Water Main	\$13.50	\$21,330.00
LF	2,460	8" PVC Water Main	\$18.50	\$45,510.00
LF	1,120	12" DIP Water Main	\$62.00	\$69,440.00
EA	6	6" Gate Valve	\$1,000.00	\$6,000.00
EA	12	8" Gate Valve	\$1,400.00	\$16,800.00
EA	1	12" Gate Valve	\$2,550.00	\$2,550.00
EA	16	6" MJ Fitting	\$205.00	\$3,280.00
EA	40	8" MJ Fitting	\$300.00	\$12,000.00
EA	21	12" MJ Fitting	\$525.00	\$11,025.00
EA	8	Fire Hydrant Assembly	\$4,200.00	\$33,600.00
EA	36	Single Service (Short)	\$285.00	\$10,260.00
EA	27	Single Service (Long)	\$415.00	\$11,205.00
EA	1	Water Service to Lift Station	\$1,650.00	\$1,650.00
EA	1	Temporary Blowoff Assembly	\$425.00	\$425.00
		<b>Total Water Distribution System</b>		<b>\$301,975.00</b>





**Engineers Cost Breakdown**

**Schedule: Sewage Collection System**

**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount
<b>Subdivision</b>				
LF	3,502	8" PVC Gravity Main	\$41.84	\$146,523.68
EA	16	Sanitary Manhole	\$4,019.00	\$64,304.00
EA	4	Sanitary Manhole (Lined)	\$5,893.00	\$23,572.00
EA	10	Single Sanitary Service	\$750.00	\$7,500.00
EA	26	Double Sanitary Service	\$1,000.00	\$26,000.00
EA	1	Pump Station	\$311,000.00	\$311,000.00
EA	120	4" PVC Forcemain	\$13.75	\$1,650.00
EA	1	4" Plug Valve	\$985.00	\$985.00
EA	6	4" Fitting	\$300.00	\$1,800.00
EA	6	4" Fitting	\$300.00	\$1,800.00
<b>Total Sewage Collection System</b>				<b>\$585,134.68</b>

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

This Agreement made and entered into this 16<sup>th</sup> day of August, 2021, by and between CND-Copeland, LLC, a Florida Limited Liability Company, hereinafter referred to as "Subdivider", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County".

**Witnesseth**

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as COPELAND CREEK AND OFFSITE IMPROVEMENTS; and

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

**WHEREAS**, the lot corners required by Florida Statutes in the subdivision known as COPELAND CREEK AND OFFSITE IMPROVEMENTS are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider agrees to install the aforementioned lot corners in the platted area; and

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

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

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in Paragraph 2, above, specifically identified as:

- a. Letter of Credit, number \_\_\_\_\_,  
dated \_\_\_\_\_,  
with \_\_\_\_\_,  
\_\_\_\_\_ by order of  
\_\_\_\_\_, or
- b. A Performance Bond, number K40278898  
dated August 16, 2021,  
with CND-Copeland, LLC as Principal, and  
Federal Insurance Company as Surety, or
- d. Cashier/Certified Check, number \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_

Copy(ies) of said Letter of Credit, Performance Bonds, Escrow Agreements, or Cashier/Certified Checks is/are attached hereto and by reference made a part hereof.

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




IN WITNESS WHEREOF, the parties hereto have executed these presents, this 16<sup>th</sup> day of August, 2021.

ATTEST:

  
\_\_\_\_\_  
Witness' Signature

SEAN JOYCE  
\_\_\_\_\_  
Printed Name of Witness

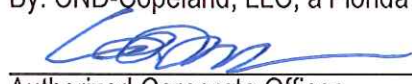
  
\_\_\_\_\_  
Witness' Signature

David Inc  
\_\_\_\_\_  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

SUBDIVIDER:

By: CND-Copeland, LLC, a Florida limited liability company

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

Gary Miller  
\_\_\_\_\_  
Printed Name of Signer

Land Development Manager  
\_\_\_\_\_  
Title of Signer

3903 Northdale Blvd., Ste. 280E, Tampa FL 33624  
\_\_\_\_\_  
Address of Signer

813-422-6125  
\_\_\_\_\_  
Phone Number of Signer

ATTEST:

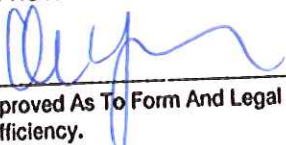
BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY

By: \_\_\_\_\_  
Chair

CLERK OF CIRCUIT COURT, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

BY   
\_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2021, by Gary Miller, as authorized signatory of CND-Copeland, LLC, a Florida limited liability company under the laws of the state of Florida on behalf of the company. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

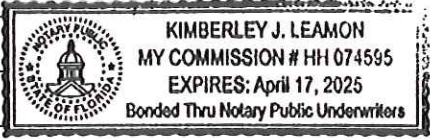
Sign: [Signature] \_\_\_\_\_ (Seal)

Print: Kimberley J Leamon

Title or Rank: Notary

Serial Number, if any: HH074595

My Commission Expires: 4/17/25



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBDIVISION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, CND-Copeland, LLC a Florida limited liability company called the Principal, and Federal Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of seven thousand, eight hundred seventy five dollars and zero cents (\$7,875.00) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in the platted area known as the COPELAND CREEK AND OFFSITE IMPROVEMENTS Subdivision in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

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

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

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



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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as COPELAND CREEK AND OFFSITE IMPROVEMENTS subdivision all Permanent Control Points and all Lot Corners, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL OCTOBER 8, 2023.**

**SIGNED, SEALED AND DATED** this 23<sup>rd</sup> day of July, 2021.

**ATTEST:**

Mary Cavallino  
MARY CAVALLINO

CND-Copeland, LLC,  
a Florida limited liability company  
Heather Humphrey  
Chief Financial Officer  
PRINCIPAL (SEAL)

Federal Insurance Company  
SURETY (SEAL)

**ATTEST:**

Sean Kim  
Sean Kim

James W. Johnson  
James W. Johnson ATTORNEY-IN-FACT  
(SEAL)



APPROVED BY THE COUNTY ATTORNEY

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of Orange }

On JUL 23 2021, before me, Christina Marie Rogers, Notary Public,  
personally appeared James W. Johnson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

# CHUBB®

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James W. Johnson

Surety Bond Number: K40278916

Obligee: Board of County Commissioners of Hillsborough County, FL

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of November, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 1<sup>st</sup> day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 23, 2021.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



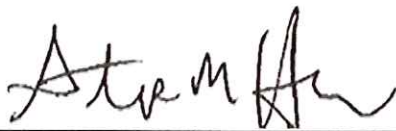
**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL  
NOTICE AND ADDENDUM**

FEDERAL INSURANCE COMPANY (“FEDERAL”) has authorized its respective Attorneys-in-Fact to affix FEDERAL’S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. FEDERAL hereby further agrees that the execution of said bond on behalf of FEDERAL by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

FEDERAL INSURANCE COMPANY

By:  \_\_\_\_\_

Stephen M. Haney, Vice President





**HEIDT  
DESIGN**

P: (813) 253-5311 | F: (813) 464-7629  
5904-A Hampton Oaks Pkwy.  
Tampa, FL 33610  
[www.heidtdesign.com](http://www.heidtdesign.com)

**Summary For Performance Bond**

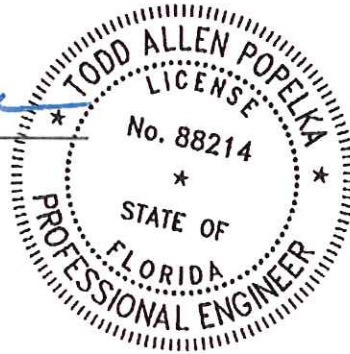
**COPELAND CREEK AND OFFSITE IMPROVEMENTS**

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Set All Lot Corners \$6,300.00

**Performance Bond Amount (125% of Total)** \$7,875.00  
(This Bond will be in place for a period of 2 years)

Todd A. Popelka, P.E. # 88214  
Date Prepared: May 26, 2021



<R:\Copeland Farms\Master Plan\Construction\Qtys\Copeland Farms Bond Comps.xlsx>



**HEIDT  
DESIGN**

P: (813) 253-5311 | F: (813) 464-7629  
5904-A Hampton Oaks Pkwy.  
Tampa, FL 33610  
[www.heidtdesign.com](http://www.heidtdesign.com)

## Engineers Cost Breakdown

### Schedule: Lot Corners

## COPELAND CREEK AND OFFSITE IMPROVEMENTS

**FOLIO # 2894.0000, 2914.0552, 2914.0554**

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Set All Lot Corners	\$6,300.00	\$6,300.00
		<b>Total Lot Corners</b>		<b>\$6,300.00</b>

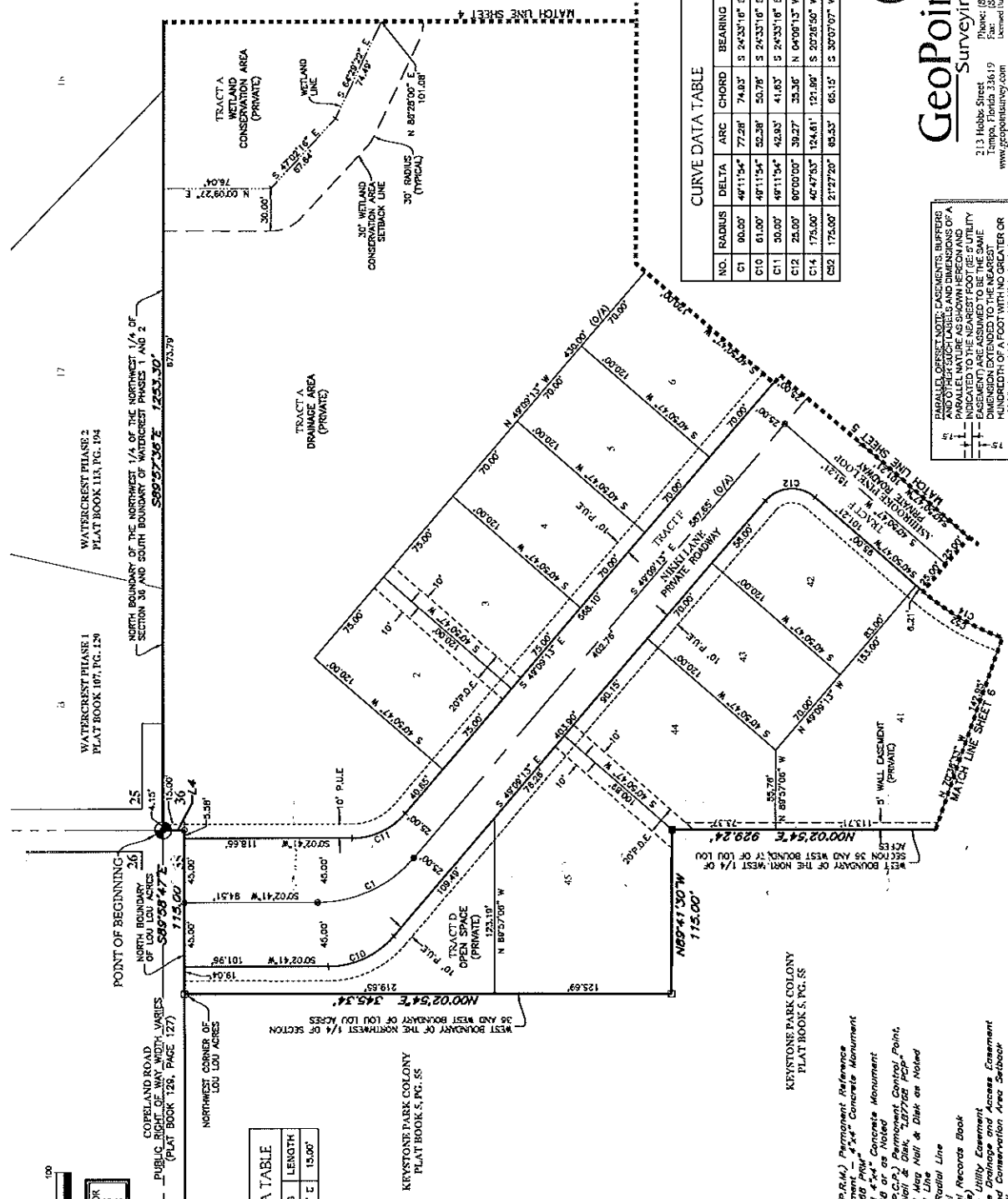
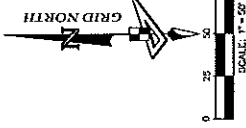






# COPELAND CREEK

BEING A REPLAT OF LOU LOU ACRES, AS RECORDED IN PLAT BOOK 127, PAGE 7; TOGETHER WITH A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, ALL LYING IN SECTIONS 25, 35, AND 36, TOWNSHIP 27 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



**LINE DATA TABLE**

NO.	BEARING	LENGTH
L4	N 00°02'51" E	13.00'

**CURVE DATA TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	80.00'	48°11'54"	77.98'	74.83'	S 24°33'16" E
C10	81.00'	48°11'54"	80.38'	50.78'	S 24°33'16" E
C11	30.00'	48°11'54"	42.83'	41.83'	S 24°33'16" E
C12	25.00'	60°00'00"	39.27'	35.36'	N 04°00'13" W
C14	175.00'	42°47'53"	124.61'	121.56'	S 20°26'50" W
C52	175.00'	21°27'20"	85.53'	85.15'	S 30°07'07" W

**PARALLEL OFFSET NOTE:** EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PLAT ARE TO BE APPLIED TO THE CENTERLINE UNLESS INDICATED TO THE CONTRARY. DIMENSIONS ARE ASSUMED TO BE THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (E.G. 3'-0.00) (E.T. = 1.00)

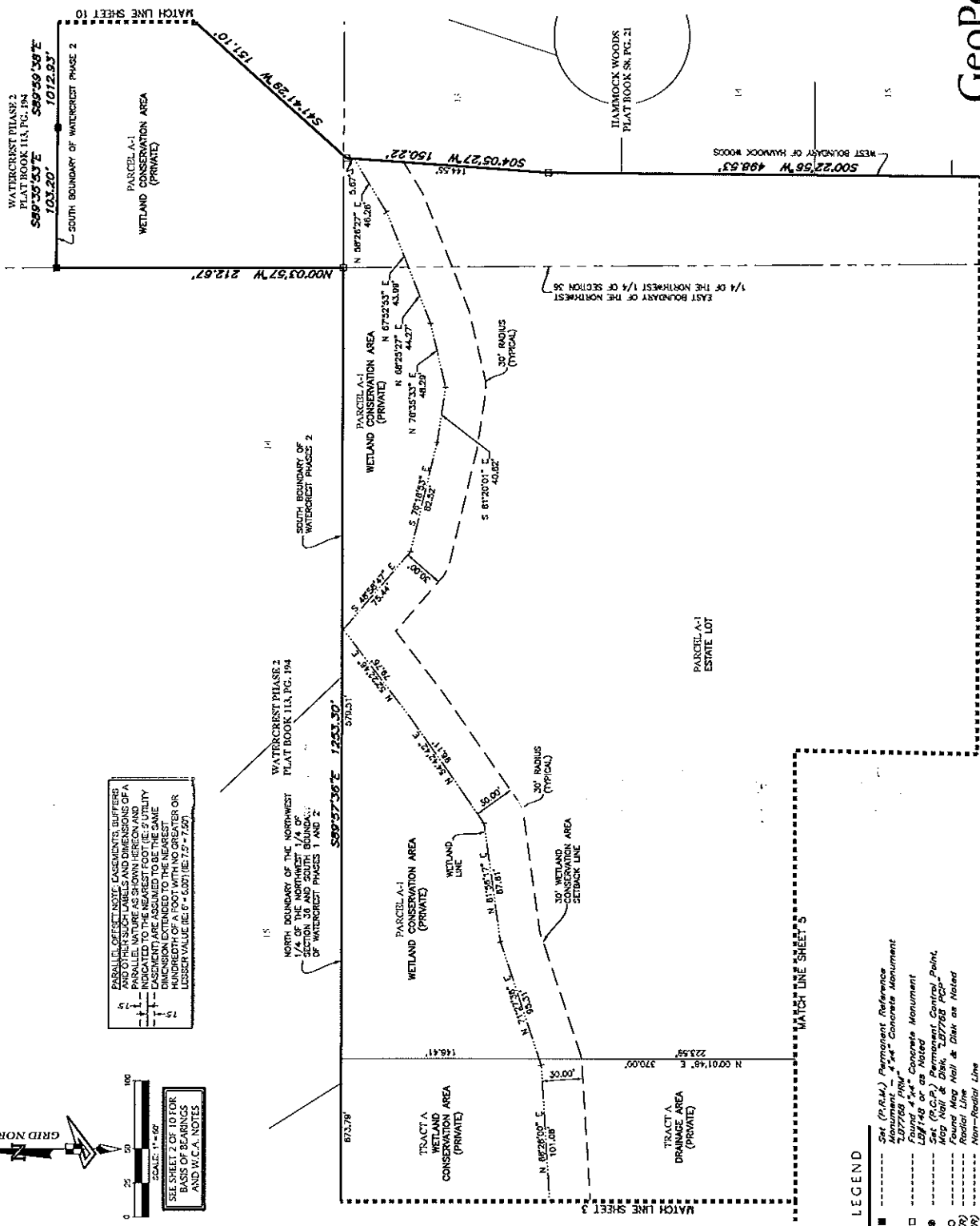
- LEGEND**
- Set (P.C.M.) Permanent Reference Monument
  - Found 4"x4" Concrete Monument
  - LIPI-14 or as Noted
  - Set (P.C.P.) Permanent Corner Point
  - Any Nail or Bolt, 1/2" Dia. or Larger
  - Radial Line
  - Non-Radial Line
  - (R) Typical
  - (R) Records Book
  - (P.U.E.) Public Utility Easement
  - (P.D.E.) Private Driveway and Access Easement
  - (W.C.A.) Wetland Conservation Area
  - (C.C.R.) Certified Corner Record

**GeoPoint Surveying, Inc.**  
 213 Hobbs Street  
 Tampa, Florida 33619  
 www.geopointsurvey.com  
 Phone: (813) 248-9838  
 Fax: (813) 248-2266  
 Licensed Business Number: 107796



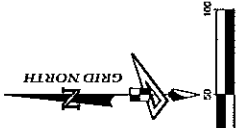
# COPELAND CREEK

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PARALLEL OFFSET LINES, EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL OFFSET LINE OR BUFFER ARE NOT TO BE CONSIDERED AS SETBACK LINES OR EASEMENTS UNLESS SPECIFICALLY NOTED OTHERWISE. DIMENSIONS EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LOSSER VALUE (E.g. 1.23330' = 1.23').

SEE SHEET 35 FOR ORIGINALLY ASSIGNED PLANS AND W.C.A. NOTES.



- LEGEND**
- Set (P.R.M.) Permanent Reference Monument - 4"x4" Concrete Monument
  - Founding 1"x4" Concrete Monument
  - LBM 1/4" or as Noted
  - Set (P.C.P.) Permanent Control Point
  - 1/4" x 1/4" x 1/4" Tripod
  - Founding Peg Nail & Disk as Noted
  - (R) Non-Radial Line
  - Typical
  - Official Records Book
  - Utility Easement
  - Private Drainage and Access Easement
  - Wetland Conservation Area Setback
  - Certified Corner Record

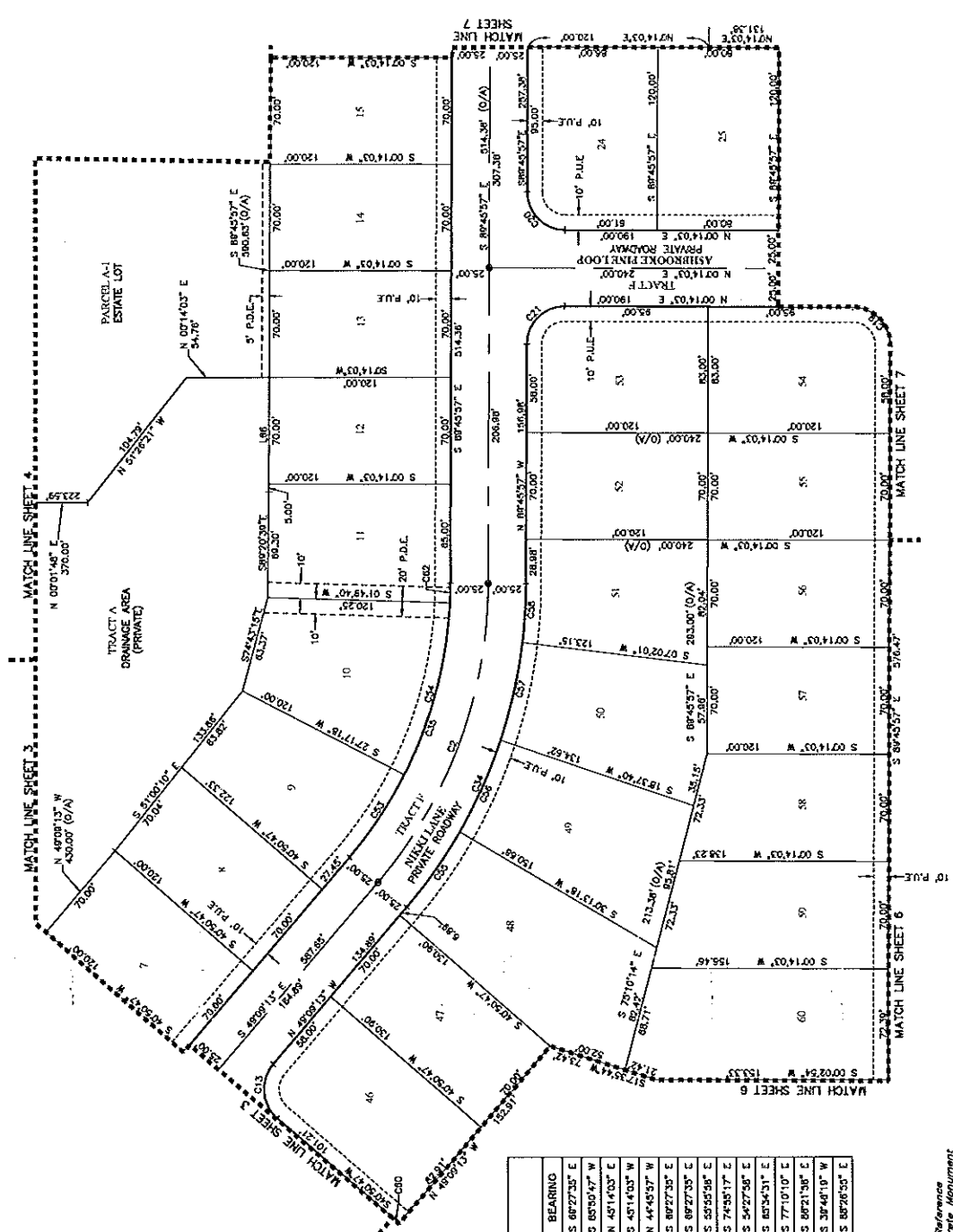
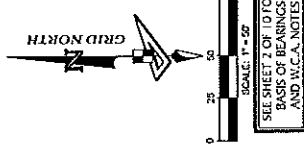
**GeoPoint**  
Surveying, Inc.

313 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com

Phone: (813) 248-8552  
Fax: (813) 248-8552  
Licensed Surveyor, Number 13779-A

# COPELAND CREEK

BEING A REPLAT OF LOU LOU ACRES, AS RECORDED IN PLAT BOOK 127, PAGE 7, TOGETHER WITH A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, ALL LYING IN SECTIONS 25, 35, AND 36, TOWNSHIP 27 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



**LINE DATA TABLE**

NO.	BEARING	LENGTH
L68	N 89°45'37\"/>	

**CURVE DATA TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C2	300.00'	46°38'44\"/>			
C13	25.00'	0°00'00\"/>			
C19	25.00'	0°00'00\"/>			
C20	25.00'	0°00'00\"/>			
C21	25.00'	0°00'00\"/>			
C24	325.00'	46°38'44\"/>			
C33	275.00'	1°33'29\"/>			
C34	275.00'	2°23'08\"/>			
C35	325.00'	1°33'29\"/>			
C36	325.00'	1°33'29\"/>			
C37	325.00'	1°33'29\"/>			
C38	325.00'	0°47'58\"/>			
C39	275.00'	2°38'05\"/>			

- LEGEND**
- Set (P.R.M.) Permanent Reference Monument - 4\"/>
  - Set (C.C.P.) Concrete Monument Labeled or as Noted
  - Set (P.C.P.) Permanent Control Point, May Nail & Disk, L87768 P.C.P.
  - Round Nag Nail & Disk as Noted (N9)
  - Non-Radius Line Typical
  - Official Records Book
  - Right of Way Easement
  - Private Drainage and Access Easement
  - Wetland Conservation Area Setback
  - C/A
  - Certified Corner Record

PARALLEL DECKET NOTE: CASHEMETS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE ARE INTENTIONALLY OMITTED. CASHEMETS ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE. (E.G. 6' = 6.00' (E.C. 7.5 = 7.50'))

**GeoPoint**  
Surveying, Inc.

213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com  
Phone: (813) 248-8888  
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Licensed Surveyor Number: 131774

**SHEET 5 OF 10 SHEETS**

# COPELAND CREEK

BEING A REPLAT OF 100 LDU ACRES, AS RECORDED IN PLAT BOOK 127, PAGE 7; TOGETHER WITH A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, ALL LYING IN SECTIONS 25, 35, AND 36, TOWNSHIP 27 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



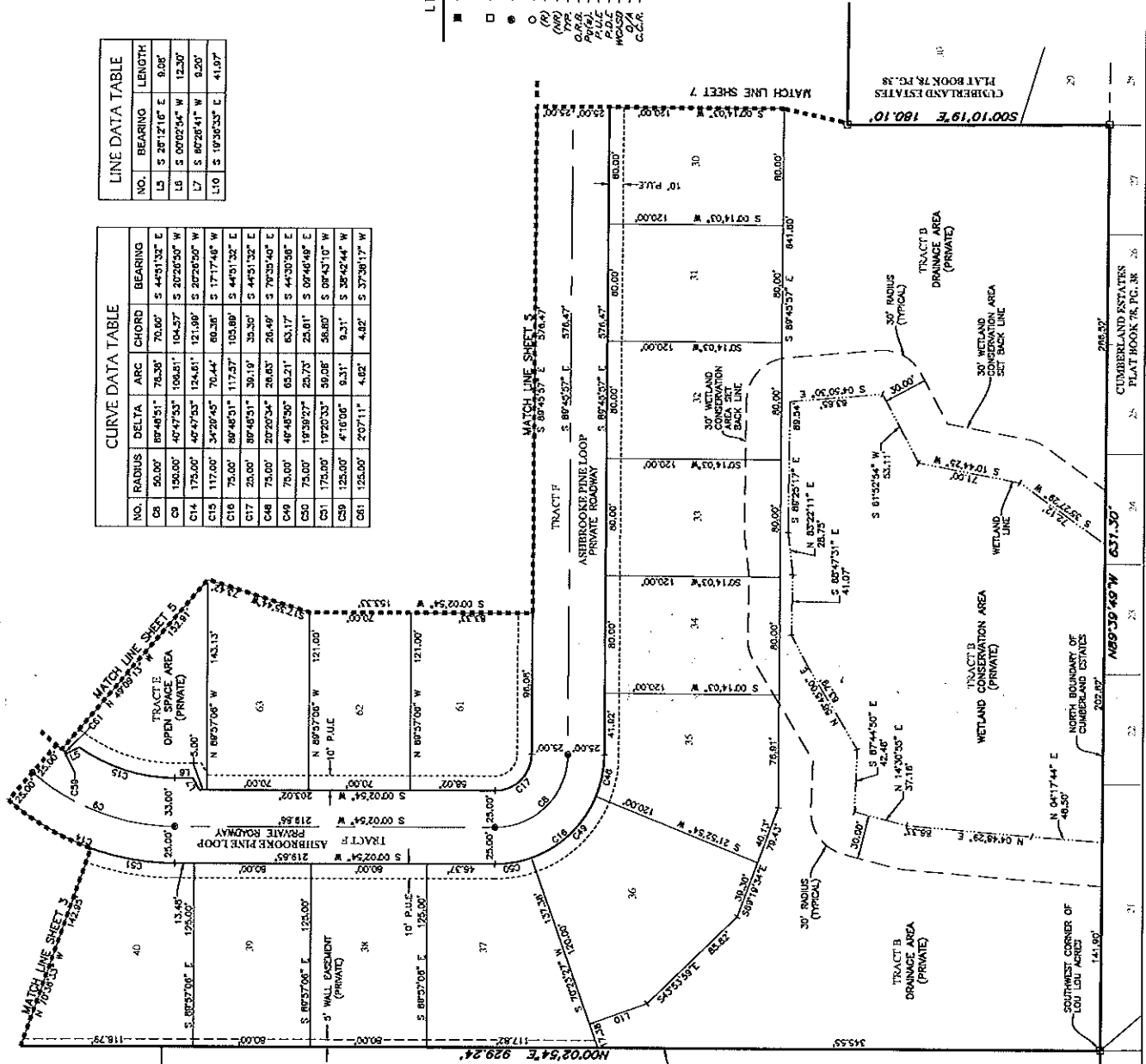
SEE SHEET 2 OF 10 FOR BASIS OF BEARINGS AND M.C.A. NOTES

NO.	BEARING	LENGTH
L5	S 28°12'10" E	9.08'
L6	S 09°02'34" W	12.30'
L7	S 82°28'41" W	9.20'
L10	S 19°23'33" E	41.97'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C8	50.00'	89°48'51"	70.80'	70.80'	S 44°51'32" E
C9	130.00'	40°47'53"	108.81'	104.57'	S 20°26'50" W
C14	175.00'	49°47'53"	124.81'	121.00'	S 20°26'50" W
C15	117.00'	3°28'45"	70.44'	60.36'	S 17°17'48" W
C16	75.00'	89°48'51"	117.57'	105.89'	S 44°51'32" E
C17	25.00'	89°48'51"	39.19'	35.35'	S 44°51'32" E
C48	75.00'	20°20'34"	26.83'	26.49'	S 70°33'40" E
C49	75.00'	49°48'50"	63.21'	63.17'	S 44°30'38" E
C50	75.00'	19°39'27"	25.73'	25.81'	S 09°46'48" E
C51	175.00'	17°20'33"	59.08'	58.80'	S 09°43'10" W
C59	125.00'	4°18'00"	9.31'	9.31'	S 38°42'44" W
C61	125.00'	2°07'11"	4.82'	4.82'	S 37°39'17" W

PARALLEL OBJECT NOTIC EMBLEMENTS, BUFFERS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN ON THIS PLAT INDICATED TO THE NEAREST FOOT (I.E. 3 UTILITY EMBLEMENT ARE ASSUMED TO BE THE SAME DIMENSION DETACHED TO THE NEAREST FOOT UNLESS OTHERWISE NOTED) OR LESSER VALUE (I.E. 3' = 3.00') (I.E. 2.5' = 2.50')

- LEGEND**
- Set (P.R.M.) Permanent Reference Monument
  - Found 4"x4" Concrete Monument
  - Set (P.C.P.) Permanent Control Point
  - Top Nail & Disk, L27768 PCB
  - Radial Line Nail & Disk as Noted
  - Non-Radial Line Typical
  - Typical
  - Utility
  - Public Utility Easement
  - Private Drainage and Access Easement
  - Wetland Conservation Area
  - Wetland Conservation Area Setback
  - Certified Corner Record



KEYSTONE PARK COLONY  
PLAT BOOK 5, PG. 55

WEST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 36 AND WEST BOUNDARY OF 100 LDU ACRES

CUMBERLAND ESTATES  
PLAT BOOK 78, PG. 38

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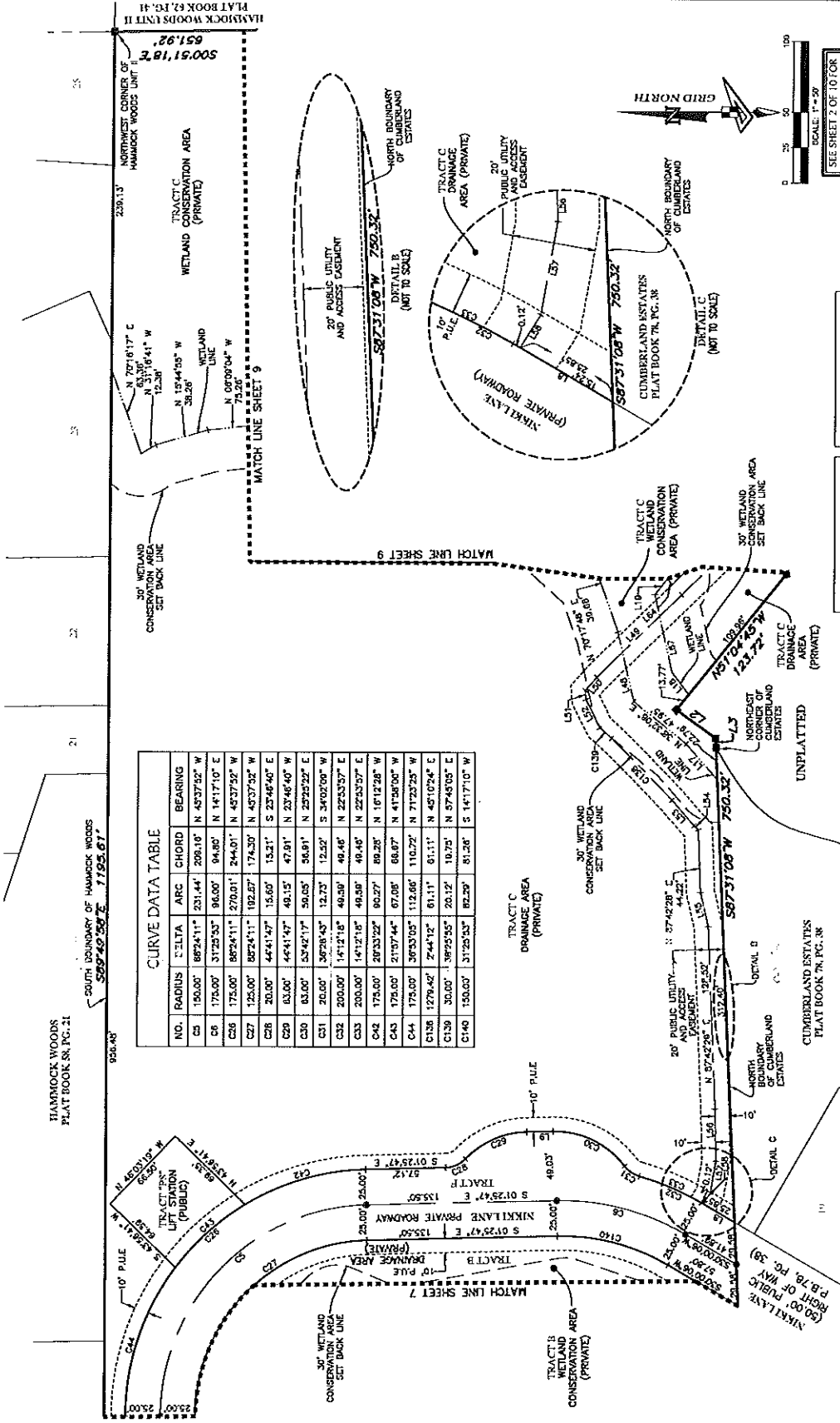
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# COPELAND CREEK

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**CURVE DATA TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	150.00'	88°24'11"	206.10'	231.44'	N 45°37'32" W
C2	175.00'	31°25'33"	94.80'	94.80'	N 14°17'10" E
C2B	175.00'	88°24'11"	270.01'	244.01'	N 45°37'32" W
C2C	20.00'	44°41'47"	15.86'	15.21'	S 23°44'40" E
C2D	83.00'	44°41'47"	49.15'	47.91'	N 23°44'40" W
C3	83.00'	53°42'17"	59.05'	56.91'	N 23°25'22" E
C31	20.00'	36°58'45"	12.75'	12.50'	S 34°02'06" W
C32	200.00'	1°41'21.8"	49.59'	49.46'	N 22°53'57" E
C33	200.00'	1°41'21.8"	49.59'	49.46'	N 22°53'57" E
C4	175.00'	28°33'22"	90.27'	89.28'	N 16°12'28" W
C43	175.00'	21°07'44"	87.08'	86.67'	N 41°36'00" W
C44	175.00'	36°53'05"	112.60'	110.72'	N 71°20'25" W
C13B	1279.42'	2°44'12"	81.11'	81.11'	N 45°10'24" E
C13C	30.00'	38°25'55"	20.12'	19.73'	N 57°45'00" E
C140	150.00'	31°25'43"	82.59'	81.26'	S 14°17'10" W

**LINE DATA TABLE**

NO.	BEARING	LENGTH
L1	N 85°50'48" E	6.38'
L2	S 39°29'08" W	34.30'
L3	S 87°31'08" W	6.47'
L4	S 30°00'00" W	23.97'
L5	S 01°25'47" E	10.28'
L6	S 52°59'30" W	19.90'
L7	S 15°57'37" W	14.50'
L8	N 78°50'03" E	50.31'
L9	S 44°09'31" E	83.83'
L10	S 48°33'32" E	12.58'

**LINE DATA TABLE**

NO.	BEARING	LENGTH
L11	N 85°50'48" E	6.38'
L12	S 39°29'08" W	34.30'
L13	S 87°31'08" W	6.47'
L14	S 30°00'00" W	23.97'
L15	S 01°25'47" E	10.28'
L16	S 52°59'30" W	19.90'
L17	S 15°57'37" W	14.50'
L18	N 78°50'03" E	50.31'
L19	S 44°09'31" E	83.83'
L20	S 48°33'32" E	12.58'

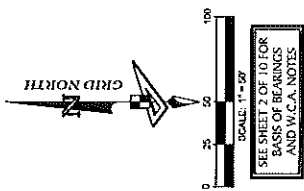
- LEGEND**
- 5m (P.R.M.) Permanent Reference Monument - 4" Concrete Monument
  - 127260 1" x 4" Concrete Monument
  - 127260 1" x 4" Concrete Monument
  - 127260 1" x 4" Concrete Monument
  - 5m (P.C.P.) Permanent Control Point
  - 1/2" x 1/2" x 1/2" Iron Nail & Disk
  - 1/2" x 1/2" x 1/2" Iron Nail & Disk as Noted
  - Round Iron Nail & Disk as Noted
  - (R) Non-Radius Line
  - (R) Typical
  - C.A.B. Official Records Book
  - P.U.L. Public Utility Easement
  - P.O.L. Private Drainage and Access Easement
  - W.C.S. Wetland Conservation Area Setback
  - C.C.R. Certified Corner Record

PARALLEL OFFSET NOTE: EASEMENTS, BURELERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE 6 UTILITY DIMENSIONS EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE 9" = 0.007' I.E. 7.5" = 7.50'))

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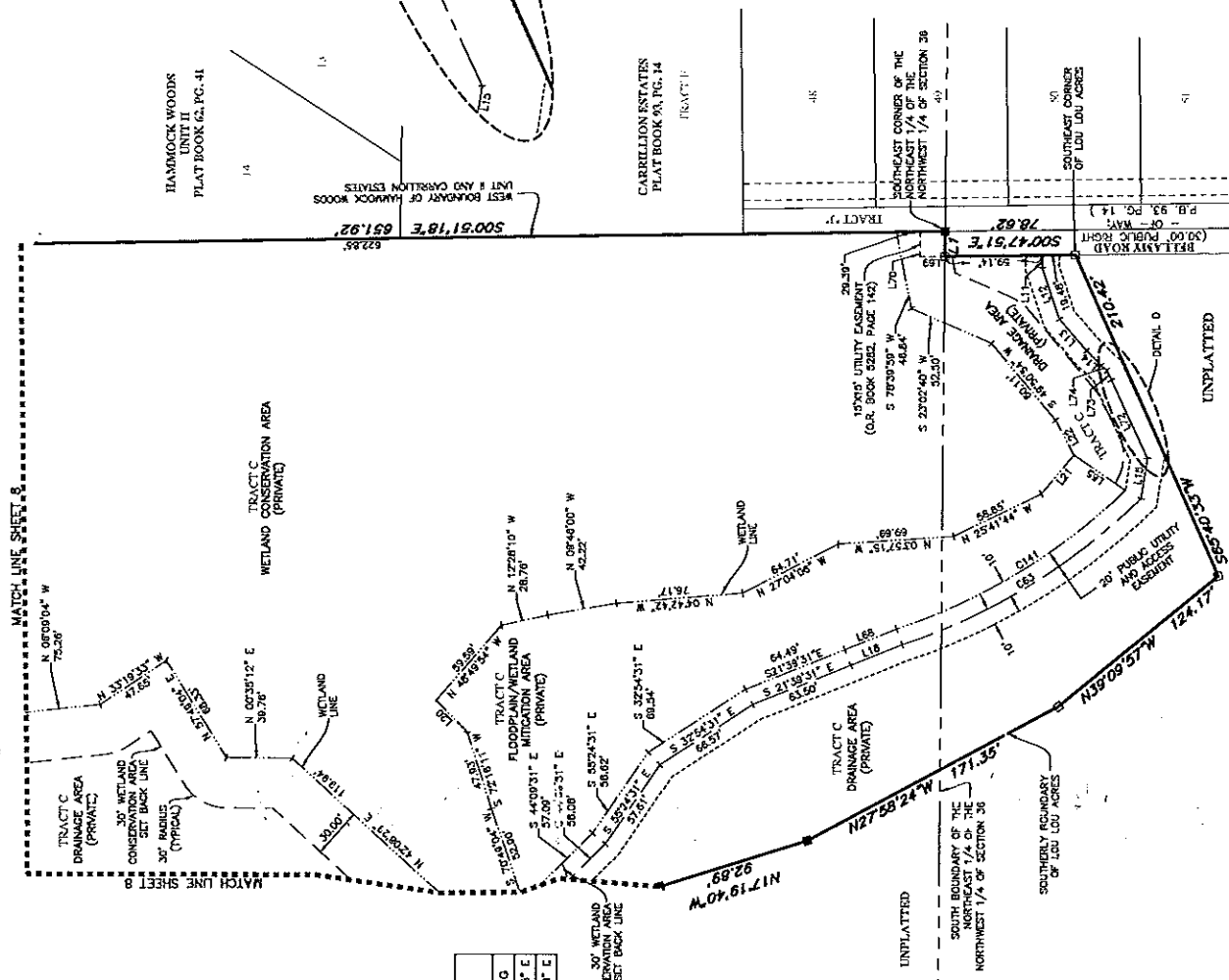
NO.	BEARING	LENGTH
L1	N 86°55'33" W	15.00'
L11	S 09°14'43" E	7.39'
L12	N 71°15'17" E	32.50'
L13	N 48°22'20" E	25.04'
L14	N 44°22'46" E	12.50'
L15	S 81°03'18" E	24.39'
L16	S 21°39'31" E	33.48'
L20	S 45°07'28" W	26.65'
L21	N 50°03'38" W	30.40'
L22	S 81°30'37" W	23.02'
L65	N 34°02'23" E	37.54'
L66	S 21°39'31" E	33.74'
L68	N 00°51'18" W	15.00'
L70	S 69°35'33" E	15.00'
L72	N 64°57'04" E	51.80'
L73	N 69°03'04" E	6.21'
L74	N 42°27'42" E	4.62'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C03	375.22'	25°56'15"	109.86'	108.41'	S 31°25'30" E
C141	363.22'	25°77'52"	102.32'	100.98'	S 31°08'48" E

PARALLEL OFFSET MONUMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A CURVE ARE NOT TO BE CONSIDERED AS INDICATED TO THE NEAREST FOOT (IE: UTILITY EASEMENTS ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST FOOT). LEGS VALUE (IE: S = 500) (N.E.T. = 7.00)

### LEGEND

- Set (P.B.L.) Permanent Reference Monument - 4"x4" Concrete Monument
- Found 4"x4" Concrete Monument
- Found 1" x 1" x 1" Iron Nail
- Found 1/2" x 1/2" x 1/2" Iron Nail
- Found 1/2" x 1/2" x 1/2" Iron Nail at Dike, 107700 FOP
- Found 1/2" x 1/2" x 1/2" Iron Nail at Dike on Noted Roadline
- Non-Radial Line
- (R) Official Records Book
- (P.B.L.) Official Records Book
- (P.B.L.) Public Utility Easement
- (P.B.L.) Wetland Conservation Area Easement
- (P.B.L.) Wetland Conservation Area Easement
- (P.B.L.) Overall
- (P.B.L.) Certified Corner Record



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**Certificate of School Concurrency**

<b>Project Name</b>	Copeland Farms
<b>Jurisdiction</b>	Hillsborough County
<b>Jurisdiction Project ID Number</b>	5260
<b>HCPS Project Number</b>	SC-721
<b>Parcel ID Number(s)</b>	2894.0000, 2914.0552 & 2914.0554
<b>Project Location</b>	7401 & 7402 Copeland Road
<b>Dwelling Units &amp; Type</b>	62 Single-Family Detached
<b>Applicant</b>	William F Sutton Family Limited Partnership LLP et al

<b>School Concurrency Analysis</b>					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	12	8	9		29

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.

*Charles Andrews*

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 Growth Management Department  
 Operations Division  
 E: [charles.andrews1@sdhc.k12.fl.us](mailto:charles.andrews1@sdhc.k12.fl.us)  
 P: 813.272.4429

March 26, 2020  
 Date Issued