SUBJECT: Heritage Estates Phase 2 PI#5448

**DEPARTMENT:** Development Review Division of Development Services Department

**SECTION:** Project Review & Processing

BOARD DATE: June 13, 2023 CONTACT: Lee Ann Kennedy

#### **RECOMMENDATION:**

Accept the plat for recording for Heritage Estates Phase 2, located in Section 14, Township 28, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage and sidewalks) 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 \$460,120.63, a Warranty Bond in the amount of \$105,135.98 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 \$3,125.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

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

#### **BACKGROUND:**

On June 3, 2021, Permission to Construct Prior to Platting was issued for Heritage Estates Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Graceland Village, LLC and the engineer is June Engineering.

# **Location Map - James Property** Hillsborough county, FL

28°02'08.9"N 82°17'17.7"W





june engineering

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

This Agreement made and entered in Graceland Village LLC	to thisday of_ , her				etween 'and
Hillsborough County, a political subdivision of					ana
	Witnesse	<u>th</u>			
WHEREAS, the Board of County Development Code, hereinafter referred to a Florida Statutes; and			100		
WHEREAS, the LDC affects the subdiv	ision of land within	the unincorporated	d areas of Hillsb	orough County;	and
WHEREAS, pursuant to the LDC, the Hillsborough County, Florida, for approval and, herea	d recordation, a pla	t of a subdivision kr	nown as Heritag		
<b>WHEREAS</b> , a final plat of a subdivis approved and recorded until the Subdivider h be installed; and					
WHEREAS, the improvements require plat under guarantees posted with the Count		Subdivision are to	be installed af	ter recordation	of said
WHEREAS, the Subdivider has or videological Development Services Department drawings, roads, streets, grading, sidewalks, stormwate easements and rights-of-way as shown on subdivided by the County; and	plans, specification er drainage system	ns and other inform s, water, wastewat	nation relating t er and reclaim	to the construct ed water systen	ion, of ns and
WHEREAS, the Subdivider agrees platted area; and	to build and co	onstruct the afor	ementioned ir	nprovements i	n the
WHEREAS, pursuant to the LDC, th improvements for maintenance as listed below				ipon completio	n, the
☐ Roads/Streets     ☐	Water Mains/Se	rvices	Stormwate	er Drainage Syst	ems
Sanitary Gravity Sewer Systems	Sanitary Sewer D	istribution System	Bridges		
Reclaimed Water Mains/Services	<b>X</b> Sidewalks				
Other:					
hereafter referred to as the "County In					
<b>WHEREAS</b> , the County required the Su defects in workmanship and materials and ag					

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.

WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the

1 of 5

- 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:

Lette	ers of Credit, number		_, dated		
and	number	_dated		\	with
		100			_by
orde	er of				
A Pe	erformance Bond, number $54$	249588			
	May 1, 2023				
	celand Village LLC				
Unite	ed Fire and Casualty Company	_ as Surety	, or		
A W	arranty Bond, number <u>54–24</u>	9589	_dated,		
	1ay 1,2023				
Grad	celand Village LLC	_ as Princip	oal, and		
Unite	ed Fire and Casualty Company	_ as Surety,	, or		
Cash	nier/Certified Checks, number		, dated _		
and_	dated		which	shall	be
	osited by the County into a non-				
upoi	n receipt. No interest shall be p	paid to the	Subdivider	on fu	nds
rece	ived by the County pursuant to t	his Agreem	ent.		

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.

2 of 5

06/2021

- 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.

3 of 5 06/2021

	uted this Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Alura Toro	Ву
Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
LAURA TORRES	Graceland Village LLC
Printed Name of Witness	Name (typed, printed or stamped)
Sathy Com Deckay	Rohland A June II - MGR
Witness Signature	Title
Kathy Ann Dickey	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
Ву:	By:Chair
Deputy Clerk	
	APPROVED BY THE COUNTY ATTORNEY  BY  Approved As To Form And Legal

This document contains the entire agreement of these parties. It shall not be modified or altered except in

14.

writing signed by the parties.

4 of 5

06/2021

#### Representative Acknowledgement

STATE OF FLORIDA

**COUNTY OF HILLSBOROUGH** 

The foregoing instrume	ent was acknowledged befo	re me by mea	ns of 🖸 physical presence or 🔲	online notarization, this
27th day of A	oril	2023	, by Rohland A T	ing II as
(day)	(month)	(year)	(name of person ac	knowledging)
manage		for Gra	celand Village LL	<b>(</b> .
(type of authority,e.g. off	icer, trustee, attorney in fact)	(name	of party on behalf of whom instrument w	vas executed)
Personally Known	OR Produced Identific	cation	(Signature of Notary Pub	olic - State of Florida)
Type of Ident	ification Produced		LAURA TO	PRES
5~~~~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	_	(Print, Type, or Stamp Cómmi	ssioned Name of Notary Public)
Lau My	ary Public State of Florida Ira Torres Commission GG 975283 ires 07/20/2024	_	7/20/202	Y
Notary	eels		(Commission Number)	(Expiration Date)
Individual Acknowle STATE OF FLORIDA COUNTY OF HILLSBO				
The foregoing instrume	ent was acknowledged befo	re me by mear	ns of $\square$ physical presence or $\square$	online notarization, this
day of		1	, by	
(day)	(month)	(year)	(name of person ac	knowledging)
Personally Known	OR Produced Identific	cation		
			(Signature of Notary Pub	lic - State of Florida)
Type of Ident	ification Produced	-		
**		_	(Print, Type, or Stamp Commi	ssioned Name of Notary Public)
(Notary S	Seal)	_	(Commission Number)	(Expiration Date)

Bond No. 54-249588

#### SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we GRACELAND VILLAGE, LLC															
			*40 00 00 KB 00 00 U		_ calle	ed the	e Prin	cipal, and	Unit	ed Fire	& Casi	ualty Co	mpany		
								Surety,						unto	the
BOARD Four H		COUNTY Sixty Thous		SSIONERS undred Tw	OF enty a								in the		
sum, v	ell and	truly to be	made, we	e bind our	elves	, our	heirs	, executo	rs, ad	lminist	rators,	and su	ccessors	s, jointl	y and
several	ly, firml	y by these p	resents.												
Develo	ions pu pment	EAS, the lissuant to a Code, as an this Subdiv	authority in	n Chapters dinance 92	125, 2-05, v	163 which	and	177, Flo	rida S	Statute	s, and	l Hillsbo	orough	County	Land
Hillsbo		EAS, these ounty; and	subdivision	regulation	ns aff	ect tl	he su	bdivision	of la	and wi	thin tl	he unin	corpora	ted are	as of
of the <sup>1</sup>		AS, these so		regulations	requii	re the	cons	truction		rovem		connec	tion wit	h the pl	atting

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

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

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

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

> 1 of 2 06/2021

subdivision; and

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

A.	If the Principal shall well and truly but Heritage Estates Phase 2	ld, construct, and install in the platte	d area known as
	all grading, paving, curbing of stre	ets, alleys or other rights-of-way	shown on such
	plat, sidewalks, culverts, gutters and		
	constructed in the platted area		
	specifications, and other data and inf		
	of Development Services Departme	nt of Hillsborough County by th	ne Principal, and
	shall complete all of said building,	construction, and installation within	
	three (3 )months	from the date that the Board of Coun	ty
	Commissioners approves the final plan ar	nd accepts this performance bond; and	
В.	If the Principal shall faithfully perform manner prescribed in said Agreement;	the Subdivider's Agreement at the	times and in the
	IGATION SHALL BE NULL AND JNTIL October 13, 2023	VOID; OTHERWISE, TO REM	AIN IN FULL
SIGNED, SEAL	ED AND DATED this 1st day of	May, 20 <u>23</u> .	
	, and the second		
ATTEST:			
ATTEST.		GRACELAND VILLAGE, LLC	
		By Rohland A. Junell	
(	<del></del>	Principal Principal	Seal
		United Fire & Casualty Compa	nny
		Surety	Seal
ATTEST:			
A 1. 7			
office of	letter	By Lisele Kosilad	
Sophia Golecki Witr	ness	Attorney-In-Fact AND FLORIDA LICENSED	Seal
TO DV THE	COUNTY ATTORNEY	Lisa A. Roseland	INCOIDENT AGEN
APPROVED BY THE		Inquiries: 407-786-7770	

2 of 2

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

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

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

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, GLORIA A. RICHARDS, 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 Attomey-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-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 offived this

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: De

Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he 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 he 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 he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2024

Notary Public My commission expires: 4/23/2024

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 15+ day of May ,20 23







By: Mouy A Butsch
Assistant Secretary,
UF&C & UF&I & FPIC

Heritage Estates Phase 2 Perfo	rmance Estin	nate		-	
Prepared by: June Engineering Consulta	nts, Inc.	Certificate of Author	orization	No. 31567	
23 W. Joiner St					
Winter Garden, FL. 34787					
Date: 4/5/2023					
<u>Description</u>		QTY	<u>Units</u>	Unit Price	Total
Earthwork/General				•	
Bahia Sod (behind Curb 2')		19,530	SF	\$0.50	\$9,765.00
Seed and Mulch Pond		8.00	AC	\$1,000.00	\$8,000.00
Paving					
1 1/2 Ashalt, Type SP-12.5		12,100	SY	\$12.70	\$153,670.00
6" Lime Rock Base		12,100	SY	\$12.45	\$150,645.00
5'x4" Sidewalk (common areas)		6,510	SF	\$4.15	\$27,016.50
ADA Curb ramps and mats		8	EA	\$750.00	\$6,000.00
Signage and Pavement Markings		1	LS	\$5,000.00	\$5,000.00
Storm					
Testing		1	LS	\$8,000	\$8,000.00

Note: All the above are actual costs as provided to June Engineering Consultants, Inc. by the site contractor.

125% Performance Estimate

\$460,120.63

Rohland A. June II PE #41949

\$368,096.50

TOTAL

Bond No. 54-249589

Hillsborough County, and;

#### SUBDIVISION WARRANTY BOND - ON SITE

	KNOW ALL MEN BY THESE PRESENTS, that we GRACELAND VILLAGE, LLC
	called the Principal, andUnited Fire & Casualty
Comp	anycalled the Surety, are held and firmly bound unto the
BOARD	
	d 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
pursua	nt to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code,
as ame	ended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this
Warran	aty Bond; and
	WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of rough County; and
	WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough
County	accept the following improvement facilities for maintenance in the approved platted subdivision
known	as Heritage Estates Phase 2 The improvement facilities to be accepted,
hereaft	er referred to as the "Improvements" are as follows: grading, roads, drainage and sidewalks
	; and
	WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the
	ements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting
	provements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations;
and	to a demine period of time in an amount presented by the disternationed subarticion regulations,
	WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a
"Subdiv	ider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal
to subm	nit an instrument warranting the above-described improvements; and
	WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into
	de a part of this Warranty Bond.
and ma	de a part of this warranty bond.
	NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:
Α. Ι	If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for
1	maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision
1	known as Heritage Estates Phase 2 against failure, deterioration, or damage resulting
1	from defects in workmanship and/or materials, and;
3. 1	f 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

1 of 2 06/2021

C. If the Principal shall faithfully perform the Subdivider's said Agreement;	s Agreement at the times and in the manner prescribed in
THEN THIS OBLIGATION SHALL BE NULL AND EFFECT UNTIL October 13, 2025	VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND
SIGNED, SEALED AND DATED this 1st day of GRACELAND VILLAGE, LLC	of <u>May</u> , 20 <u>23</u> .
Principal Signature	Rohland A. June 11 (Seal)
United Fire & Casualty Company  Lise a Roseled	*Lisa A. Roseland
Surety Signature ATTORNEY-IN-FACT AND FLORIDA LICENSED RESIDENT AG ATTEST: Inquiries: 407-786-7	
Soplina Goledin	Sophia Golecki, Witness
for Attorney-in-fact Signature	(Seal)

APPROVED BY THE COUNTY ATTORNEY

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

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

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

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, GLORIA A. RICHARDS, 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 Attomey-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-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







State of Iowa, County of Linn, ss:

J. Cenner J

Vice President

On 24th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he 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 he 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 he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2024

Notary Public My commission expires: 4/23/2024

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 15t day of May

, 20 23







By: Mouy A Butsch
Assistant Secretary,
UF&C & UF&I & FPIC

Prepared by: June Engineering Consultants, Inc.	Certificate of Author	orization	No. 31567	
23 W. Joiner St		I		
Winter Garden, FL. 34787				
Date: 4/5/2023				
Description	QTY	<u>Units</u>	Unit Price	Tota
Earthwork/General				
Mobilization	1	LS	\$10,000.00	\$10,000.00
Bahia Sod (behind Curb 2')	19,530	SF	\$0.50	\$9,765.00
Seed and Mulch Pond	8.00	AC	\$1,000.00	\$8,000.00
Paving			4.4	
1 1/2 Ashalt, Type SP-12.5	12,100	SY	\$12.70	\$153,670.00
6" Lime Rock Base	12,100	SY	\$12.45	\$150,645.00
12"Compacted Stabilized Compacted	14,322	SY	\$3.00	\$42,966.00
Miami Curb	9,765	LF	\$11.45	\$111,809.25
Valley Gutter	180	LF	\$29.00	\$5,220.00
5'x4" Sidewalk (common areas) ADA Curb ramps and mats	6,510 8	SF EA	\$4.15 \$750.00	\$27,016.50 \$6,000.00
Signage and Pavement Markings	1	LS	\$5,000.00	\$5,000.00
	ı	LO	\$3,000.00	ψ3,000.00
Storm			***	407.000.00
18" RCP	1,376	LF	\$63.25	\$87,032.00
24" RCP 30" RCP	1,968	LF	\$87.00	\$171,216.00
18" MES	1,176 4	LF EA	\$120.00 \$1,500.00	\$141,120.00 \$6,000.00
24" MES	3	EA	\$1,700.00	\$5,100.00
30" MES	1	EA	\$2,100.00	\$2,100.00
J-6 Inlet	i	EA	\$4,500.00	\$4,500.00
Type D Control Structure	i	EA	\$5,400.00	\$5,400.00
P-5 Inlet	14	EA	\$4,000.00	\$56,000.00
P-6 Inlet	3	EA	\$5,000.00	\$15,000.00
P-7 Inlet	6	EA	\$4,000	\$24,000.00
P-7 MH	1	EA	3,800	\$3,800.00

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

10% Warranty estimate

\$105,135.98

Rohland A. June II PE #41949

\$1,051,359.75

TOTAL

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

		and entered into this				
Graceland \				referred to		livider" and
Hillsborough	County, a politic	al subdivision of the State	of Florida, herein	after referred to a	s the "County."	
		<u>7</u>	<u>Vitnesseth</u>			
		ard of County Commis		-	-	
		er referred to as "LDC" p	irsuant to the aut	thority contained	in Chapters 125,	163 and 177,
Florida Statu	ites; and					
WHE	<b>REAS</b> , the LDC af	ects the subdivision of lar	d within the unin	corporated areas	of Hillsborough C	County; and
WHE	REAS, pursuant	to the LDC, the Subdiv	vider has submit	ted to the Boa	rd of County Co	ommissioners
	ough County, ates phase 2	Florida, for approval		n, a plat of ereafter referred t		
		-1-1				
	REAS, a final	plat of a subdivi oved and recorded un		1.50		Hillsborough atisfaction of
		ll be installed; and	iii tile Subulviuk	er rias guarante	ed to the sa	itisiaction of
-		*	tatutas is the Cul	- division to b	. :	
		ners required by Florida S sted with the County; and		division are to b	e installed after r	ecordation of
		ider agrees to install the a		t corners in the n	latted area	
		consideration of the in				
1.27 7.21	-	ord said plat, and to gain a rand County agree as follo		intenance by the	County of the arc	rementionea
		, -		DC and hander:		
1.		nditions and regulations of this Agreement.	ontained in the L	.DC, are nereby i	ncorporated by r	eterence and
2.	The Subdivide three	r agrees to well and $(3 $ ) n	truly build, cons nonths from and			
		approves the final plat ar corners as required by Flo		formance bond re	endered pursuant	to paragraph
3.	The Subdivider	agrees to, and in accord	lance with the re	quirements of th	e LDC does here	by deliver to
	the County an specifically ide	instrument ensuring the partified as:	performance of th	ne obligations des	scribed in paragra	aph 2, above,
	a.	Letter of Credit, number	·	, dated		
		with				
		order of				
	b.	A Performance Bond, nu			,	3
		Graceland Village LLC				
		United Fire and Casualty Co				
	C.	Escrow ageement, dated	d		between,	
					25	
	c.	Cashier/Certified Check,	number	, dated _		
		which shall be deposite				

1 of 4 06/2021

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

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

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

2 of 4 06/2021

IN WITNESS WHEREOF, the parties hereto have executed the	is Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
LAURA TORRES  Printed Name of Witness	Graceland Village LLC  Name (typed, printed or stamped)
Status Com lechon	Rohland A June II- MGR
Witness Signature	Title
Kathy Ann Dickey	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	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By:Chair
	APPROVED BY THE COUNTY ATTORNEY

3 of 4

Approved As To Form And Legal Sufficiency.

#### Representative Acknowledgement

STATE OF FLORIDA

**COUNTY OF HILLSBOROUGH** 

The foregoing instrument was acknowledged before m	ne by mear	ns of 🖵 physical presence or 🔲 o	nline notarization, this
at day of April , 6	2023	_ by Rohland A. Ju	ine IIas
(day) (month)	(year)	(name of person ackn	owledging)
<u>manager</u> for			LC
(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	on	Raura Tou (Signature of Notary Public	Locate of Florida)
Type of Identification Produced		LAURA TOR	IES .
	_	(Print, Type, or Stamp Commiss	ioned Name of Notary Public)
Notary Public State of Florida Laura Torres My Commission GG 975283 (Applia/storeal/2024	_	7/20/2024 (Commission Number)	(Expiration Date)
S TO TO PASHES/UTEMIN/UZ4		(Commission Number)	(Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH			
The foregoing instrument was acknowledged before m	ne by mear	ns of $\square$ physical presence or $\square$ or	nline notarization, this
day of		, by	
(day) (month)	(year)	(name of person ackn	owledging)
Personally Known OR Produced Identification	on		
		(Signature of Notary Public	c - State of Florida)
Type of Identification Produced			
	_	(Print, Type, or Stamp Commiss	ioned Name of Notary Public)
(Notary Seal)	-	(Commission Number)	(Expiration Date)

06/2021

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we GRACELAND VILLAGE, LLC					
	called the Principal, and United Fire & Casualty				
Company					
BOARD OF COUNTY COMMISSIONERS OF HILLSBO	OROUGH COUNTY, FLORIDA, in the sum of				
Three Thousand One Hundred Twenty Five and 00	0/100 <sub>(\$_3,125.00)</sub> Dollars for the payment of which sum,				
well and truly to be made, we bind ourselves, ou	ur heirs, executors, administrators, and successors, jointly and				
severally, firmly by these presents.					

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Heritage Estates Phase 2 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners 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 installation of the required lot corners; and

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

1 of 2 06/2021

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

A. If the Principal shall well and truly build, construct, and install in the platted area known as Heritage Estates Phase 2

subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within three (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 October 13, 2023

SIGNED, SEALED AND DATED this $\_1 ext{st}$ day	ofMay	, 20 <u>23</u> .
ATTEST:	<b>GRACELAND VILL</b>	AGE, LLC
	BY: Ronland	A. June 11
	PRINCIPAL	(SEAL)

United Fire & Casualty Company

SURETY

(SEAL)

0 1 1

ATTEST:

Sophia Golecki Witness

ATTORNEY-IN-FACT

(SEAL)

AND FLORIDA LICENSED RESIDENT AGENT

Gloria A. Richards

Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.



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

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

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

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, GLORIA A. RICHARDS, 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 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 Attomey-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-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 attomey or special power of attomey 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 attomeys-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

Vice Presiden

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he 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 he 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 he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2024 Notary Public My commission expires: 4/23/2024

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 <u>15†</u> day of <u>May</u>, 20 23.







By: Mouy A Burtsch
Assistant Secretary,
UF&C & UF&I & FPIC

			1			
Prepared by: June Eng	ineering Consultar	nts, Inc.	Certificate of Au	thorization	No. 31567	
23 W. Join	er St				-	
	den, FL. 34787					
Date: 4/5/20	23					
<u>Descrip</u>	<u>tion</u>	-	QTY	<u>Units</u>	Unit Price	<u>To</u>
umber of Lots to be	Staked		20	lots	\$125.00	\$2,500.
sto: All the above ere ee	tual costs no provide	d to lung Engine	oring Consultants, Inc	by the cite	TOTAL	\$2,500.
	tual costs as provided	d to June Enginee	ering Consultants, Inc	. by the site	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	\$2,500.
	tual costs as provided 125% Performand	•	ering Consultants, Inc		THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	\$2,500.
		•			contractor.	*
		•			contractor.	\$2,500.0 and A. June ID PE #41949
ote: All the above are ac o County Utilities.		•			contractor.	
		•			contractor.	and A. June ID
		•	\$3,125.0	NIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Rohl	and A. June I
		•	\$3,125.0	NIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Rohl	and A. June ID
		•		NIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Rohl	and A. June ID

## HERITAGE ESTATE S PHASE N

# LYING IN SECTIONS 14 AND 23, TOWNSHIP 28 SOUTH, RANGE 20 HILLSBOROUGH COUNTY, FLORIDA EAST

## DESCRIPTION:

THAT PART OF SECTIONS 14 & 23, TOWNSHIP HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED P 28 SOUTH, AS FOLLOWS: RANGE 20 EAST

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE RUN NOOTO4'04'E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 105.928 ACRES MORE OR LESS.

## 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.

REVENED BY:

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE A

SURVEY SECTION GEOSPATIAL & LAND ACQUISITION SERVICES

HILLSBOROUGH COUNTY DEPARTMENT,

## SURVEYOR'S CERTIFICATE

I THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LANDS BEING SUBDIVISED; THAT THIS PLAT MUS PREPARED UNDER MY DIRECTION AND SUPERMISON, THAT THE SURVEY DATA COMPLES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PLAT T, FLORIDA STATUTES, AND THE HILLSBORGURISH COUNTY LAND DEFLOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PRAYS) WERE SET ON THE 1ST DAY OF APRIL, 2023 AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PGYS) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

SIE

DAY OF

2023

ARON D. BISHMAN
PROFESSOMAL SUPFETOR AND MAPPER
FLORIDA REGISTRATION NO. L'SSEB
BISHMAN SUPFETNIC AND MAPPING
ON N. TUBB STREET, SUITE 108
CANLAND, FL. 34780
CERTIFICATE OF AUTHORIZATION LB7274

PLAT NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE MEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 20 EAST, AS BEING NOOTH'OA'E PER FLORIDA MEST STATE PLANE COORDINATE SYSTEM (AUDBOJ)(2011).

2. COORDINATES SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT BEING A SURVEY DISK SET IN CONCRETE STAMPED "THONOTOSASSA", FLORIDA MEST STATE PLANE COORDINATE SYSTEM (MABBJ)(2011). THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.

3. NOTICE: THIS PLAT, AS RECORDED IN 1TS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBPINDED LANDS DESCRIBED HEREIN AND MILL IN OCCIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL 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.

4. SUBUNISON PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD, LAND WITHIN THE BOUNDARES OF WILL NOT FLOOD. THE BUSINDARES OF THE PROPERTIES WILL NOT FLOOD HIS, THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION RECARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

5. ALL PLATED UTUTY EASELENTS SWALL ALSO BE EASELENTS FOR THE CONSTRUCTOR, INSTALLATION, AWAITENANCE AND OPERATION OF CABLE TELETISION SERVICES. PROVIDED, HOMERER, NO SUCH CONSTRUCTION, INSTALLATION, MANYTEMANCE, AND OPERATION OF CABLE TELETISION DIMAGES THE FACILITIES OF A FUBLIC UTULTY.

6. DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDENALKS, DRIVEMATS, IMPERNOUS SIRFACES, PADOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY STEPLS, POLES, FRICES, SPRINKLER, SYSTEMS, TREES, SHOUBS, HIDGES, AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STRUMMETER DETENTION AND RETENTION FONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE.

7. THIS SUBDIVISION CONTAINS EASEMENTS, AND OTHER COMMON ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY. AREAS WHICH

ALL LOT LINES ARE RADIAL UNLESS NOTED AS (NR) NOT RADIAL

9. THE WEITLAND CONSERVATION/PRESERVATION AREA SHALL BE RETAINED PURSUANT TO THE HILLSGROUGH COUNTY LAND DERELOPHENT CODE (LOC) AS AMENDED, THE HILLSGROUGH COUNTY DEWIRROWHENTLA PROTECTION ACT, CHAPTER 84-48; AND CHAPTER 1-11, RULES OF THE HILLSGROUGH COUNTY DEWIRROWHENTLA PROTECTION COUNTY COUNTY DEWIRROWHENTLA PROTECTION COUNTS (PEP), IN ADDITION, A 30-F00T WEITLAND DEWIRROWHENTLA PROTECTION SETBLAY TO THE STAT, SEC 373.24(3) (2021) AND CHAPTER 1-11 OF THE RULES OF THE FORM STATE, COUNTY LAND DEVELOPMENT CODE, PURSUANT TO THE STAT, SEC 373.24(3) (2021) AND CHAPTER 1-11 OF THE RULES OF THE FORM WITHIN THE PURSUANT OF A WITLAND DEVIRENCE OF A STATE AS LOWG AS PHYSICAL CONDITIONS ON THE PROPERTY DO NOT CHANGES OS AS TO ALTER THE BOUNDARIES OF METLAND CONSERVATION AREA, ARE SUBJECT TO REVIEW AND MODIFICATION BY THE ERC, AND THE 30-F00T SETBLAYS SHALL BE APPLIED TO THE BOUNDARIES OF THE WEILAND CONSERVATION AREA, AS REVIEW AND MODIFICATION BY THE ERC, AND THE 30-F00T SETBLAYS SHALL BE APPLIED TO THE BOUNDARIES OF THE WEILAND CONSERVATION AREA, AS REVIEW.

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 \_\_\_\_\_\_\_\_ OF THE PUBLIC RECORDS OF HILLSBORQUICH COUNTY, FLORIDA.

CLERK OF COURT

涺 CLERK FILE NUMBER DEPUTY CLERK DAY OF 2023. TIME

BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN DATE

> PLAT BOOK

> PAGE

## DEDICATION:

KNOW ALL JEN BY THESE PRESENTS, THAT THE UNDERSONED, BEING THE OWNERS IN FEE SUPEE OF THE HEREON DESCRIBED LAWS, DOES HEREBY DEDICATE THE PAT OF HERING ESTATES PRASE 2 FOR RECORD, FURTHER, THE OWNERS SO HEREBY DEDICATE TO THE PUBLIC BESTATES PRASE 2 FOR RECORD, FURTHER, AND UTILITY DESCRIPATED ON THE PUBLIC BESTATES AND THE POLICHING DEDICATIONS AND PATER AND THE PATER AN RESERVATIONS:

1. PRIVATE DRAINAGE CASSIENTS ARE HEREBY RESERVED BY THE OWNER FOR OTHERWARE TO THE HOMEOWHERS' ASSOCIATION, COMMUNITY DEPELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSCULBY TO THE RECORDING OF THIS PLAT; FOR THE BENETT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID ENSEMENTS ARE NOT DEDICATED TO THE PUBLIC AND MALL BE PRIVATELY MAINTAINED.

2. THE MAINTENANCE OF THE PRIVATE EASEMENTS RESERVED BY OWNER WILL BE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND ITS SUCCESSORS IN TITLE.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT OF WAY AS SHOWN HEREON.

OWNER: GRACELAND VILLAGE LLC, A FLORIDA LIMITED LIABILITY COMPANY

PRINT WINESS

ROHLAND A. JUNE, II, MANAGER

PRINT MINESS

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF ORANGE

NOTARY PUBLIC, STATE OF FLORIDA

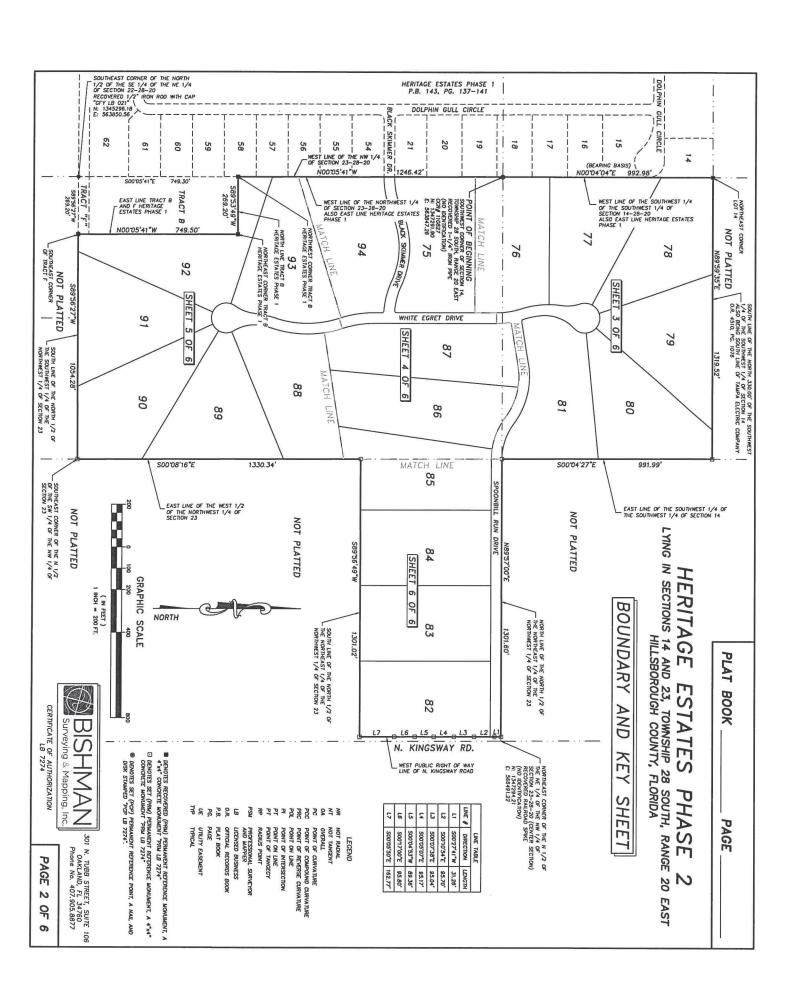
PRINTED NAME

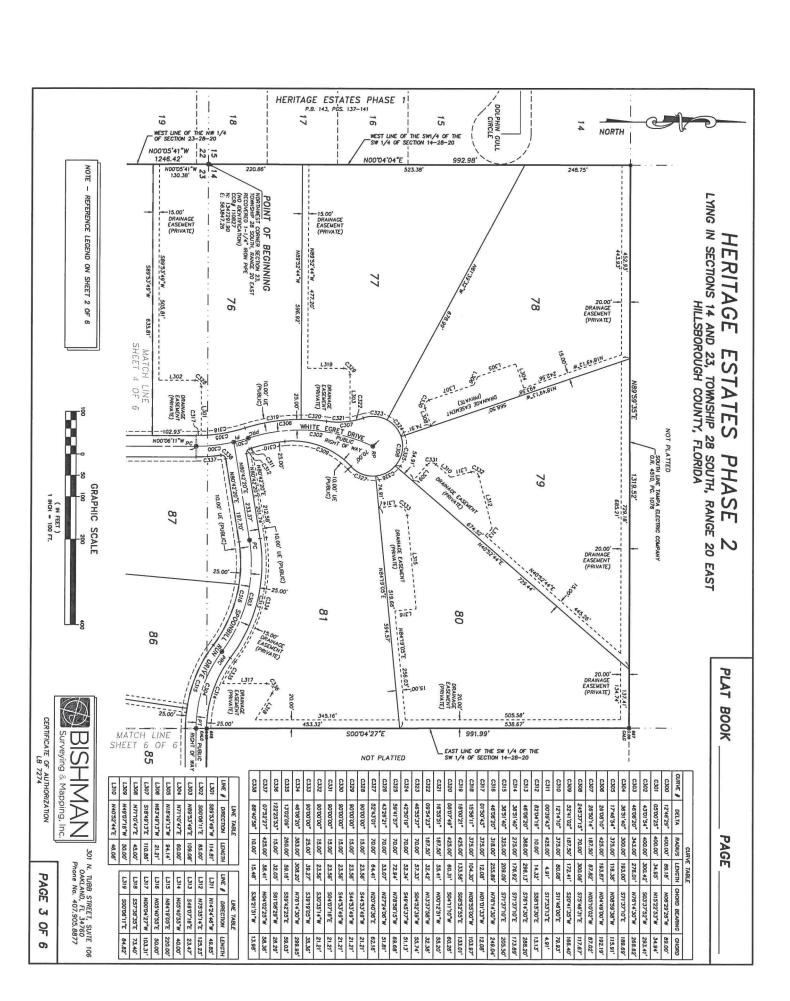
Surveying & Mapping, Inc. BISHMAI

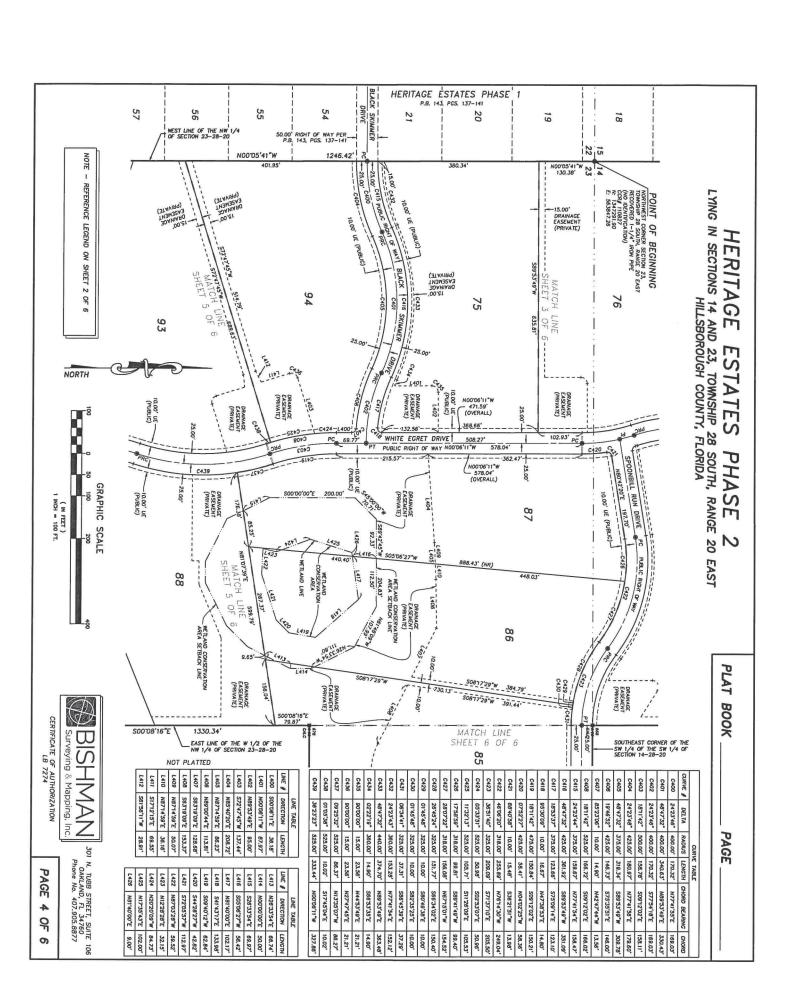
301 N. TUBB STREET, SUITE 106 OAKLAND, FL 34760 Phone No. 407.905.8877

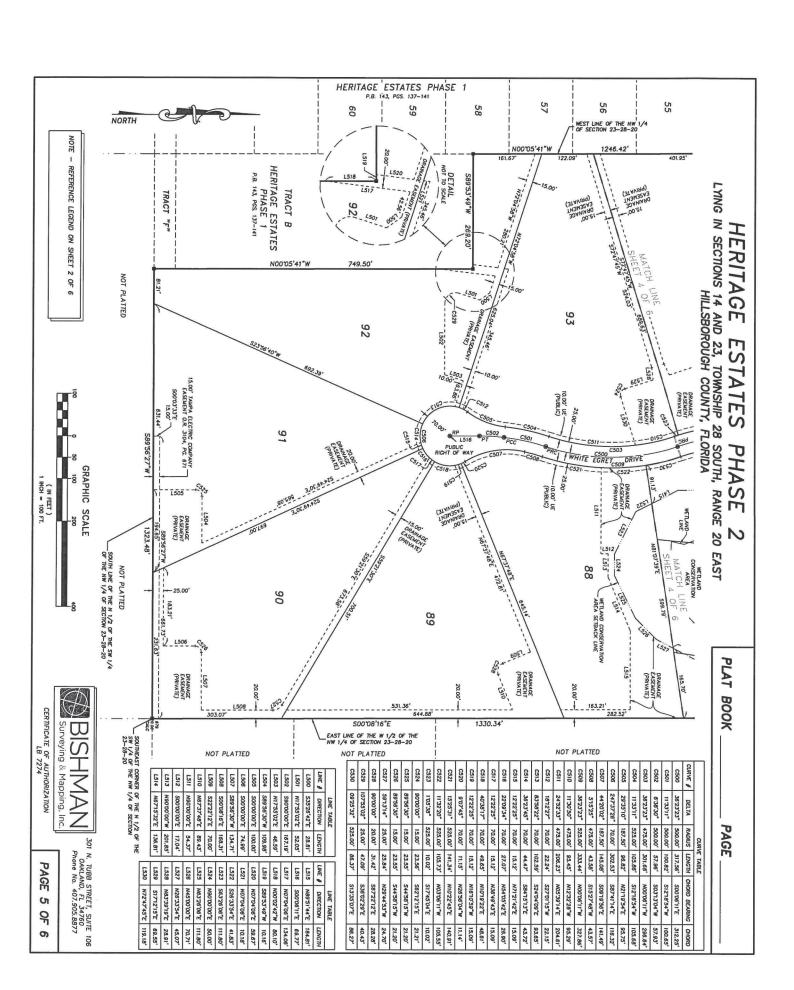
CERTIFICATE OF AUTHORIZATION
LB 7274

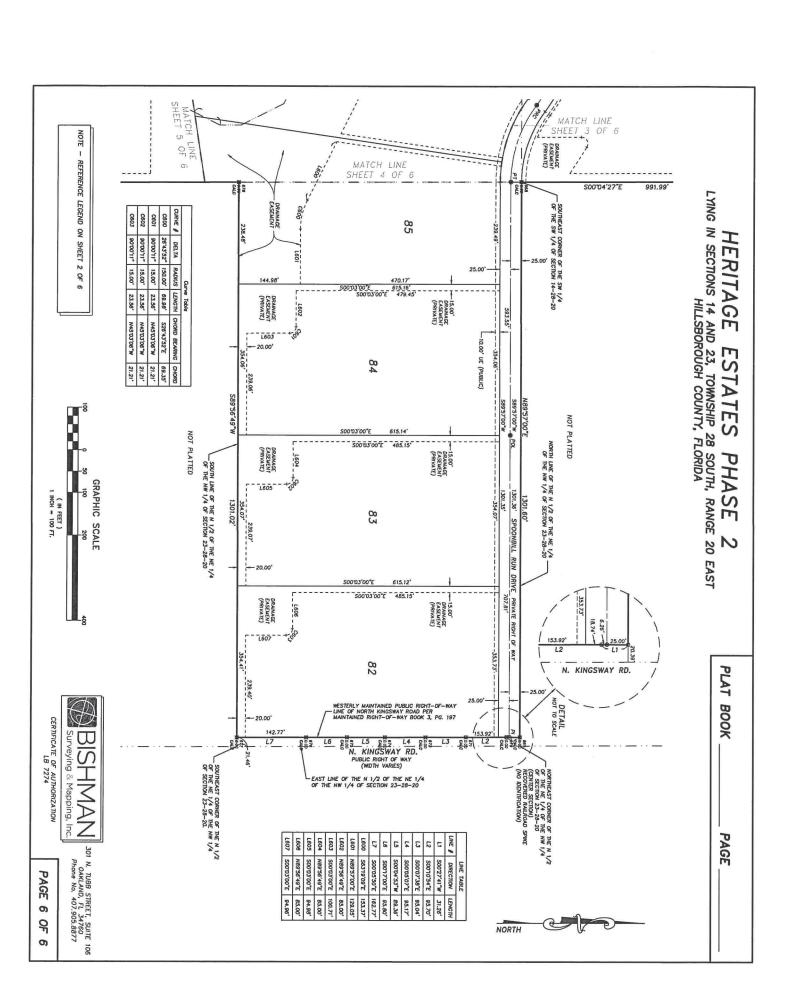
PAGE -읶 0













#### Preparing Students for Life

#### Certificate of School Concurrency REVISION 2

Project Name	Graceland Village	
Jurisdiction	Hillsborough County	
Jurisdiction Project ID Number	5448	
HCPS Project ID Number	SC-753 & SC-753-A	
Parcel / Folio Number(s)	0607890000, 0617330000, 0617350000, 0617860000, 0617890000, 0617900000, 0617910000, 0606670000	
Project Location	East side of Taylor Road approximately 2.5 miles north of I-4	
Dwelling Units & Type	94 Single-Family Detached	
Applicant	Cecile B. James and John W. James Jr.	

	School Concurrency Analysis					
School Type	Elementary	Middle	High	Total Capacity Reserved		
Students Generated	19	9	14	42		

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.

Renée M. Kamen, AICP Manager, Planning & Siting

**Growth Management Department** 

E: renee.kamen@hcps.net

P: 813.272.4083

December 16, 2021 Date Issued