SUBJECT: Sanctuary at John Moore Road

Development Review Division of Development Services Department

SECTION: Project Review & Processing

BOARD DATE: September 8, 2021 CONTACT: Lee Ann Kennedy

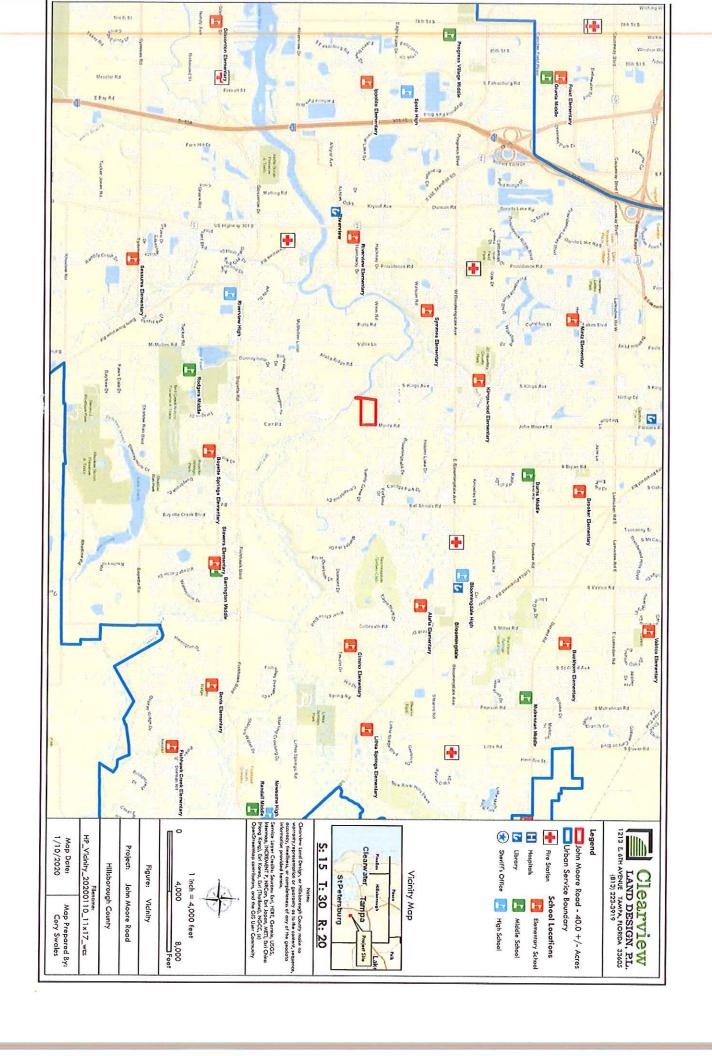
RECOMMENDATION:

DEPARTMENT:

Accept the plat for recording for Sanctuary at John Moore Road, located in Section 15, Township 30, and Range 20, 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 \$2,208,310.00, a Warranty Bond in the amount of \$18,868.18, 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 \$12,187.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 3, 2020, Permission to Construct Prior to Platting was issued for Sanctuary at John Moore Road. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Wilmington Land Company and the engineer is Clearview Land Design.



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

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This Agreement is made and entered into this day of, 20, by and between Wilmington Land Company, a Florida Coporation 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 and 125, 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 Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>SANCTUARY AT JOHN MOORE ROAD</u> Subdivision.
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall n be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>SANCTUARY AT</u> <u>JOHN MOORE ROAD</u> are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and easements and rights-of-way as shown or such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platte area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, th improvements for maintenance as listed below and identified as applicable to this project:
X_Roads/Streets Water Mains/Services Stormwater Drainage Systems Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services Sidewalks X Other: Forcemain Connection Only
; and
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

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

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

- The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as SANCTUARY AT JOHN MOORE ROAD 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, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater 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 Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in <u>SANCTUARY AT JOHN MOORE ROAD</u> subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
- 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

Letters of Credit, number	, dated	, and
number	, dated	with
		by order
of		,
A Warranty Bond, dated July	with Cayor as Principal, and as Surety, and yeary as Principal, and as Principal, and as Surety, and	Lider July 20, 2021 de Cleasing amon
Escrow Agreements, dated	, between	
i	and the County, o	or .
Cashier/Certified Checks, number	r, da	ated
and number	dated	

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 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 exist between the constructed improvements and said certification.

- 6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC
- 7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the 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 <u>SANCTUARY AT JOHN MOORE ROAD</u> at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development 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
 - 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. Provided that all applicable provisions of the LDC have been met.

- In the event that the improvement facilities are completed prior to the end of the 12 month 12. construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development 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.
- If any article, section, clause or provision of this Agreement may be deemed or held invalid by any 13. 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.
- This document contains the entire agreement of this parties. It shall not be modified or altered 14. except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this

, 2021. SUBDIVIDER: ATTEST: By: Wilmington Land Company, a Florida Corporation Witness' Signature Authorized Corporate Officer or Individual (Signed before a Notary Public and 2 Witnesses) JOHN / Printed Name of Witness James R. Schier Witness' Signature Title 5800 Lakewood Ranch Blvd Sarasota, FL 34240 **Printed Name of Witness** Address of Signer 941 328 1111 **NOTARY PUBLIC** Phone Number of Signer CORPORATE SEAL ATTEST: HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

CLERK OF THE CIRCUIT COURT

Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

Chair

CORPORATE ACKNOWLEDGMENT:

STATE OF	44-905		<u>_</u> >				
COUNTY OF _	SARASOTA						
The foregoing	; instrument was acl	knowledged be	fore me by means of	phy	ysical presence o	r □ online 1	notarization,
this 7/22/200	(date) by Jam	es & Schier	(name of officer	or ag	gent, VP	title o	f officer or
agent) of	(name of	corporation	acknowledging),	a	FLORIDA	(state or	place of
incorporation) o	corporation, on beha	alf of the corpo	ration. He/she is per	sonally	y known to me or	r has produc	ed (type of
identification) a	s identification.						

[Notary Seal]

SUSAN A. MCCARTNEY
Notary Public - State of Florida
Commission # GG 269627
My Comm. Expires Oct 21, 2022
Bonded through National Notary Assn.

Notary Public

Susan A. McCartney

Name typed, printed or stamped My Commission Expires:

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Wilmington Land Company</u> called the Principal, and <u>Great American Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Two Million Two Hundred Eight Thousand Three Hundred Ten and 00/100</u> (\$2,208,310.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, roads and drainage, water, sewer and other necessary 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 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 <u>SANCTUARY AT JOHN MOORE ROAD</u> subdivision all roads and drainage, water, sewer and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners 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 <u>October 8, 2022</u>.

SIGNED, SEALED AND DATED this 6th day of July, 2021.

ca) : 0. 16.

Priscilla G. Heim

Wilmington Land Company

PRINCIPAL (SEAL)

RV.

James R. Schier, Manager

Great American Insurance Company

SURETY

(SEAL)

ATTEST:

ATTEST:

Gerni Kellee

Mary Martha Langley, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond. undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR.

MARY MARTHA LANGLEY

ALL OF TAMPA, FLORIDA

Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate day of

officers and its corporate seal hereunto affixed this

JUNE

2019

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

18TH On this

JUNE

MARK VICARIO (877-377-2405)

day of 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohlo My Comm. Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of July

Summary For Performance Bond

SANCTUARY AT JOHN MOORE ROAD FOLIO NUMBER 074842-0100

Security Amount (125% of Total)	\$ 2,208,310.00
Total Amount	\$ 1,766,648.00
Sewage Collection System	\$ 289,286.00
Water Distribution System	\$ 199,695.00
Streets and Drainage Facilities	\$ 1,277,667.00

Christopher O'Kelley, FL.P.E. No. 70734 Clearview Land Design P. Lorio

Date Prepared: 06/11/2021 NA

Schedule: Streets & Drainage Facilities

SANCTUARY AT JOHN MOORE ROAD FOLIO NUMBER 074842-0100

Item	Quantity	Unit	Unit Price	1 -	Total Amount
Mobilization	LS	1	\$ 43,000.00		43,000.00
Silt Fence	LF	6750	\$ 3.00		
Tree Protection	LF	1830	\$ 5.00		9,150.00
Construction Entrance/Exit	EA	1	\$ 7,900.00		7,900.00
Inlet Protection	EA	27	\$ 250.00		6,750.00
NPDES Dewatering Permit	LS	1	\$ 1,180.00		1,180.00
Sod Pond Slopes	SY	15800	\$ 3.75		59,250.00
Sod ROW Sod 2' BOC	SY	1930	\$ 3.50		6,755.00
Seed & Mulch	SY SY	1120 5070	\$ 3.10		3,472.00
Clearing & Grubbing	AC	20	\$ 0.90 \$ 5,210.00		4,563.00 104,200.00
Root Pruning	LF	400	\$ 5,210.00		2,400.00
Strip Site	CY	16700	\$ 4.50		75,150.00
Proff Rolling	SY	100000	\$ 0.15		15,000.00
Overexcavate and backfill existing ponds	LS	1	\$ 6,000.00		6,000.00
Pond & Site excavation	CY	62210	\$ 2.90		180,409.00
Retaining Walls	LF	410	\$ 99.00		40,590.00
Fine Grading	SY	1	\$ 40,000.00		40,000.00
12" Stabilized Subgrade (LBR 40)	SY	7790	\$ 7.50		58,425.00
6" Crushed Concrete Base (LBR 150)	LF	7790	\$ 11.20		87,248.00
Miami Curb	LF	4670	\$ 11.00		51,370.00
Type D Curb	LF	220	\$ 13.00		
Type F Curb	SY	550	\$ 18.00	\$	9,900.00
Sidewalk	EA	1030	\$ 42.00		43,260.00
ADA Ramps (Complete w/ Detectable Warnings)	SY	7	\$ 1,050.00	\$	7,350.00
Emergency Access Road	SY	110	\$ 90.00	\$	9,900.00
1 1/2" Asphalt- SP 12.5	SY	7790	\$ 8.20		63,878.00
Striping	LS	1	\$ 2,110.00		2,110.00
MOT	LS	1	\$ 2,800.00		2,800.00
15" HDPE	LF	282	\$ 33.00	\$	9,306.00
18" RCP (0-6')	L.F	765	\$ 44.00	\$	33,660.00
18" RCP (6-8')	LF	88	\$ 45.00	\$	3,960.00
24" RCP (0-6')	LF	314	\$ 59.00	\$	18,526.00
24" RCP (6-8')	LF	239	\$ 61.00	\$	14,579.00
24" RCP 8-10")	LF	227	\$ 63.00	\$	14,301.00
24" RCP (10-12') 30" RCP (6-8')	LF LF	10 75	\$ 70.00 \$ 74.00	\$	700.00
36" RCP (10-12')	LF	408	\$ 74.00	\$	5,550.00 41,208.00
36" RCP (12-14')	LF	67	\$ 101.00		7,303.00
36" RCP (14-16")	LF	63	\$ 122.00	\$	7,686.00
36" RCP (16-18')	LF	40	\$ 147.00	\$	5,880.00
36" RCP (18-20')	LF	14	\$ 224.00		3,136.00
Type I Inlet	EA	11	\$ 3,920.00	+ : -	43,120.00
Type I Inlet w/ J Bottom	EA	1	\$ 4,850.00		4,850.00
Type II Inlet	EA	4	\$ 4,070.00		16,280.00
Type D Grate Top Inlet	EA	1	\$ 2,430.00		2,430.00
Yard Drain	EA	2	\$ 1,070.00		2,140.00
Manhole (4' Dia.)	EA	2	\$ 3,025.00		6,050.00
Manhole w/ Type J Bottom	EA	4	\$ 6,940.00		27,760.00
Control Structure - Type C	EA	2	\$ 5,755.00	\$	11,510.00
Mitered End Section (18" RCP)	EA	1	\$ 1,030.00	\$	1,030.00
Mitered End Section (24" RCP)	EA	1	\$ 1,170.00		1,170.00
Mitered End Section (30" RCP)	EA	1	\$ 2,095.00		2,095.00
Mitered End Section (36" RCP)	EA	1	\$ 2,650.00		2,650.00
Type D top on Exist MH	EA	1 :	\$ 3,360.00		3,360.00
Connect to Existing ERCP	EA	2	\$ 2,600.00		5,200.00
Storm Drainage Testing	LF	2592	\$ 6.00		15,552.00
6" Underdrain	LF	1560	\$ 12.00		18,720.00
6" Underdrain Cleanout	EA	9	\$ 300.00		2,700.00
Demo Existing GTI	<u>EA</u>	1	\$ 385.00		385.00
Total Streets and Drair	nage System		w	\$	1,277,667.00

Schedule: Water Distribution System

SANCTUARY AT JOHN MOORE ROAD

ltem	Quantity	Unit	ι	Jnit Price	To	otal Amount
8" DIP Water Main	LF	60	\$	35.00	\$	2,100.00
8" PVC Water Main	LF	2140	\$	18.00	\$	38,520.00
4" PVC Water Main	LF	980	\$	12.00	\$	11,760.00
8" Gate Valve	EA	19	\$	275.00	\$	5,225.00
4" Gate Valve	EA	6	\$	210.00	\$	1,260.00
Fire Hydrant Assembly	EA	5	\$	4,250.00	\$	21,250.00
8x8" Cut In Tee	EA	1	\$	850.00	\$	850.00
8"x8" Tee	EA	4	\$	415.00	\$	1,660.00
4"x4" Tee	EA	2	\$	275.00	\$	550.00
8" 45 Deg. Bend	EA	12	\$	275.00	\$	3,300.00
8" 22.5 Deg. Bend	EA	4	\$	250.00	\$	1,000.00
4' 45 Deg. Bend	EA	2	\$	175.00	\$	350.00
4" 22.5 Deg. Bend	EA	12	\$	175.00	\$	2,100.00
8"x4" Reducer	EA	1	\$	230.00	\$	230.00
Permanent Blowoff Assembly	EA	1	\$	350.00	\$	350.00
Single Service Short	EA	33	\$	240.00	\$	7,920.00
Single Service Long	EA	7	\$	310.00	\$	2,170.00
Commercial Water Service	EA	2	\$	300.00	\$	600.00
Temp Construction meter	EA	1	\$	8,500.00	\$	8,500.00
Connect to Existing 8" WM	EA	2	\$	7,500.00	\$	15,000.00
Offsite Water Main Relocation	LS	1	\$	65,000.00	\$	65,000.00
Chlorination & Testing	EA	4	\$	2,500.00	\$	10,000.00
	ter Distributio	n System			\$	199,695.00

Schedule: Sewage Collection System

SANCTUARY AT JOHN MOORE ROAD

Item	Quantity	Unit	l	Jnit Price	To	otal Amount
8" PVC (0' - 6' Cut)	LF	17	\$	29.00	\$	493.00
8" PVC (6' - 8' Cut)	LF	724	\$	30.00	\$	21,720.00
8" PVC (8' - 10' Cut)	LF	157	\$	31.00	\$	4,867.00
8" PVC (10' - 12' Cut)	LF	296	\$	32.00	\$	9,472.00
8" PVC (12' - 14' Cut)	LF	560	\$	33.00	\$	18,480.00
8" PVC (14' - 16' Cut)	LF	114	\$	50.00	\$	5,700.00
8" PVC DR18 (8'-10" Cut)	LF LF	81	\$	35.00	\$	2,835.00
8" PVC DR 18 (10' - 12' Cut)	LF	34	\$	36.00	\$	1,224.00
Standard Manhole (0' - 6' Cut)	EA	1	\$	2,745.00	\$	2,745.00
Standard Manhole (6' - 8' Cut)	EA	4	\$	3,005.00	\$	12,020.00
Standard Manhole (8' - 10' Cut)	EA	2	\$	3,360.00	\$	6,720.00
Standard Manhole (10' - 12' Cut)	EA	1	\$	3,835.00	\$	3,835.00
Drop Manhole (12' - 14' Cut)	EA	1	\$	7,120.00	\$	7,120.00
Drop Manhole (14' - 16' Cut)	EA	1	\$	8,710.00	\$	8,710.00
Single Sewer Service Connection	EA	7	\$	650.00	\$	4,550.00
Double Sewer Service Connection	EA	16	\$	915.00	\$	14,640.00
Sanitary Sewer Testing - Mainline	LF	1983	\$	7.00	\$	13,881.00
Sanitary Sewer Testing - Laterals	LF	805	\$	7.00	\$	5,635.00
Lift Station - Private	LS	1	\$	65,250.00	\$	65,250.00
4" DR 18 FM	LF LF	1480	\$	9.00	\$	13,320.00
12"x4" Jack & Bore	LF LF	42	\$	680.00	\$	28,560.00
4" Gate Valve	EA	1	\$	855.00	\$	855.00
4" Plug Valve	EA	4	\$	855.00	\$	3,420.00
4"x4" Cut In Tee	EA	1	\$	2,800.00	\$	2,800.00
4" 90 Deg. Bend	EA	5	\$	340.00	\$	1,700.00
4" 45 Deg. Bend	EA	3	\$	325.00	\$	975.00
4" 22.5 Deg. Bend	EA	3	\$	323.00	\$	969.00
Connect to Existing FM	EA	3	\$	7,330.00	\$	21,990.00
Pressure Testing FM	LS	1	\$	4,800.00	\$	4,800.00
Total	Sewage Collection	n System			\$	289,286.00

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Wilmington Land Company</u> called the Principal and <u>Great American Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Eighty Nine Thousand Seven Hundred Ninety Six and 80/100</u> (\$89,796.80) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads and drainage, water and wastewater) for maintenance in the approved platted subdivision known as SANCTUARY AT JOHN MOORE ROAD; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (all roads and drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads and drainage as referenced above, 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 and drainage, water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as SANCTUARY AT JOHN MOORE ROAD 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 6th day of July, 2021.

ATTEST:

Wilmington Land Company
PRINCIPAL (SEAL)

BY:

James R. Schier, Manager

Priscilla G. Heim

Great American Insurance Company
SURETY (SEAL)

Mary Martha Langley, ATTORNEY-IN-FACT
(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency. accepted

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET OCINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

ALL OF TAMPA, FLORIDA

Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate day of

officers and its corporate seal hereunto affixed this

JUNE

2019

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm, Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of July

CONSENT OF SURETY **BOND RIDER**

To be attached and made part of Bond:

Principal	ŀ

Wilmington Land Company

Obligees:

Board of County Commissioners of Hillsborough County, Florida

Surety:

Great American Insurance Company

Bond Number: CS3804525

SUBJECT:

Sanctuary at John Moore Road

KNOW ALL MEN BY THESE PRESENTS, that the Surety acknowledges and agrees to the following:

The aforesaid Bond shall be and it is hereby amended as follows:

Reducing the Warranty Bond amount from \$89,796.80 to \$18,868.18

The referenced bond shall be subject to all its agreements, limitations and conditions, except as herein modified, said Bond shall be and remain in full force and effect.

Effective, signed, sealed and dated this 20th day of July, 2021

Wilmington Land Company

Principal

(SEAL)

BY:

James R. Schier, Manager

Great American Insurance Company

Surety

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Mary Martha Langley, Attorney-in-fact

and Florida Licensed Resident Agent

Approved As To Form And Legal

Sufficiency.

Baldwin Krystyn Sherman Partners 4211 W Boy Scout Blvd, Suite 800 Tampa, FL 33607 (813) 470-5066

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET OCINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

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Name

FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

Address ALL OF TAMPA, FLORIDA Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate JUNE officers and its corporate seal hereunto affixed this day of 2019

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JUNE , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American

Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST **Notary Public** State of Ohio My Comm. Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

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RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of swetyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this



Summary For Warranty Bond

SANCTUARY AT JOHN MOORE ROAD FOLIO NUMBER 074842-0100

Streets and Drainage Facilities (Public Portion Only)	\$ 53,304.80
Water Distribution System	\$ 101,195.00
Sewage Collection System (Public Portion Only)	\$ 34,182.00
Total Amount	\$ 188,681.80
Security Amount (10% of Total)	\$ 18,868.18

Christopher O'Kelley, FL. R.E. No. 709 Clearview Land Design P.L. SIONAL Date Prepared: 07/14/2021

Schedule: Streets & Drainage Facilities

SANCTUARY AT JOHN MOORE ROAD

Item	Quantity	Unit	Unit Price	To	tal Amount
Sod ROW	SY	555	\$ 3.50	\$	1,942.50
12" Stabilized Subgrade (LBR 40)	SY	267	\$ 7.50	\$	2,002.50
6" Crushed Concrete Base (LBR 150)	LF	267	\$ 11.20	\$	2,990.40
Sidewalk	SY	520	\$ 42.00	\$	21,840.00
ADA Ramps (Complete w/ Detectable Warnings)	SY	2	\$ 1,050.00	\$	2,100.00
Emergency Access Road	SY	80	\$ 90.00	\$	7,200.00
1 1/2" Asphalt- SP 12.5	SY	267	\$ 8.20	\$	2,189.40
Striping	LS	1	\$ 750.00	\$	750.00
Pavement Restoration for Utility Connections	LS	1	\$ 6,500.00	\$	6,500.00
Type D Grate Top Inlet	EA	1	\$ 2,430.00	\$	2,430.00
Type D top on Exist MH	EA	1	\$ 3,360.00	\$	3,360.00
Total Streets and Drain	age System			\$	53,304.80

Schedule: Water Distribution System

SANCTUARY AT JOHN MOORE ROAD

ltem	Quantity	Unit	Unit Price		Total Amoun	
8" DIP Water Main	LF	60	\$	35.00	\$	2,100.00
8" PVC Water Main	LF	2140	\$	18.00	\$	38,520.00
4" PVC Water Main	LF	980	\$	12.00	\$	11,760.00
8" Gate Valve	EA	19	\$	275.00	\$	5,225.00
4" Gate Valve	EA	6	\$	210.00	\$	1,260.00
Fire Hydrant Assembly	EA	5	\$	4,250.00	\$	21,250.00
8x8" Cut in Tee	EA	1	\$	850.00	\$	850.00
8"x8" Tee	EA	4	\$	415.00	\$	1,660.00
4"x4" Tee	EA	2	\$	275.00	\$	550.00
8" 45 Deg. Bend	EA	12	\$	275.00	\$	3,300.00
8" 22.5 Deg. Bend	EA	4	\$	250.00	\$	1,000.00
4' 45 Deg. Bend	EA	2	\$	175.00	\$	350.00
4" 22.5 Deg. Bend	EA	12	\$	175.00	\$	2,100.00
8"x4" Reducer	EA	1	\$	230.00	\$	230.00
Permanent Blowoff Assembly	EA	1	\$	350.00	\$	350.00
Single Service Short	EA	33	\$	240.00	\$	7,920.00
Single Service Long	EA	7	\$	310.00	\$	2,170.00
Commercial Water Service	EA	2	\$	300.00	\$	600.00
Total Water	er Distributio	n System			\$	101,195.00

Schedule: Sewage Collection System

SANCTUARY AT JOHN MOORE ROAD

Item	Quantity	Unit	l	Unit Price		tal Amount
4" DR 18 FM	LF	48	\$	\$ 9.00		432.00
12"x4" Jack & Bore	LF	42	\$	680.00	\$	28,560.00
4" Plug Valve	EA	2	\$	855.00	\$	1,710.00
4"x4" Cut In Tee	EA	1	\$	2,800.00	\$	2,800.00
4" 90 Deg. Bend	EA	2	\$	340.00	\$	680.00
	\$	34,182.00				

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into thisday of	2021 by and between
Wilmington Land Company, a Florida Corporation, hereinafter referred to as	"Subdivider", and Hillsborough
County, a political subdivision of the State of Florida, hereinafter referred to a	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 SANCTUARY AT JOHN MOORE ROAD; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>SANCTUARY AT JOHN MOORE ROAD</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

- 1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>SANCTUARY AT JOHN MOORE ROAD</u> subdivision within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to Paragraph 3, below, all lot corners as required by Florida Statutes.
- 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, dated July 6, 2021 with Wilmington Land Company as Principal, and Great American as Surety, or
	and surject the surject to the surje
d.	Cashier/Certified Check, number

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.
- In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as <u>SANCTUARY AT JOHN MOORE ROAD</u> at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 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.

2021.	
ATTEST:	SUBDIVIDER: Wilmington Land Company a Florida Corporation By:
Witness Signature	(Sign before a Notary Public)
John McKAY	James R. Schier
Printed Name of Witness	Printed Name of Signer
Witness' Signature	Title of Signer
Tames R. Kuca Printed Name of Witness	Address of Signer
CORPORATE SEAL (When Appropriate)	941 328 1111 Phone Number of Signer
ATTEST:	,
BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY By:	CLERK OF CIRCUIT COURT, FLORIDA By:
Chair	Deputy Clerk
	APPROVED BY THE COUNTY ATTORNEY Approved As To Form And Legal Sufficiency.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 22 day of 3,

CORPORATE ACKNOWLEDGMENT:

STATE OF	FLORIDA				
COUNTY OF _	SARASOTA				
mi a i	: u = 0	2	21 21	 2	

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this +22/2021 (date) by 5 cms & 5 cms (name of officer or agent, VP title of officer or agent) of (name of corporation acknowledging), a Florible (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

SUSAN A. MCCARTNEY
Notary Public - State of Florida
Commission # GG 269627
My Comm. Expires Oct 21, 2022
Bonded through National Notary Assn.

Yearlia DoM Ansens Notary Laplic

Susan A. McCartney

Name typed, printed or stamped My Commission Expires:

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Wilmington land Company</u> called the Principal, and <u>Great American Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Twelve Thousand One Hundred Eighty Seven and 50/100</u> (12,187.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development 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 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 **SANCTUARY AT JOHN MOORE ROAD** 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 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 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 6th day of July, 2021.

ATTEST: Prescelle & Alim	Wilmington Land Company PRINCIPAL (SEAL) BY: James R. Schier, Manager
Priscilla G. Heim	
ATTEST: KRNE Keller	Great American Insurance Company SURETY (SEAL) Mary Martha Langley, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency. GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET OCINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

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Name

FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

Address ALL OF TAMPA, FLORIDA

Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate JUNE day of

officers and its corporate seal hereunto affixed this Attest

GREAT AMERICAN INSURANCE COMPAN

2019

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

18TH On this day of

JUNE

MARK VICARIO (877-377-2405)

2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST **Notary Public** State of Ohio My Comm. Expires May 18, 2025

Susan a Lohoust

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CERTIFICATION

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Signed and sealed this



Summary For Performance Bond

SANCTUARY AT JOHN MOORE ROAD **FOLIO NUMBER 074842-0100**

Set All PCPs & Lot Corners	\$ 9,750.00
Total Amount	\$ 9,750.00
Security Amount (125% of Total)	\$ 12,187.50

Christopher O'Kelley, FL

Clearview Land Design P. Date Prepared: 06/11/202

Schedule: Permanent Control Points (PCPs) & Lot Corners

SANCTUARY AT JOHN MOORE ROAD

Item	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 9,750.00	9,750.00
Total PCPs &	Lot Corners			\$9,750.00

PAGE PLAT BOOK

A parcel of land being a portion of Government Lot 1 in Section 15, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described so fellaws:

of the Atalia Rever, thence along soid ordinary high water line the following four (4) courses; 1) N.38*0254*W., a destance of 19,15 feet; 2) N.23*11'04*W, a distance of 36.52 feet; 3) N.33*1200*W, a distance of 46.45 feet; 4) N.11*223*17W, a COMMENCE at the Northoust carner of said Section 15, run thence along the North boundary thereof, N.89*4233"VA, 35.00 foot to the POINT OF BEGINNING, said paint also boing on the Westorly right-of-way of John Maore Road, as described in County, Florids, thence along said Westerly nght-cl-way, S.00707507W, a detance of 891.51 foot, thence N.80700007W, a destance of 1718.37 feet, thence S.07-5627/W, a distance of 394.69 feet to a point on the Morthally ordinary high water line recorded in Official Records Book 16715, Page 375, at the Public Rocords of Hillsborough County, Florida, thence along and Wivelarly boundary, N.0775927FE, a distance of 1273,73 leet to a point on said North boundary of Section 15, aad point also being on the North boundary of said Government Lot 1; thence along said Morth boundary, S.88°4833°E, a that cortain Warranty Doed, recorded in Official Records Book 20052. Page 1132, of the Public Records of Hillsborough distance of 35,51 feet to a point on the Westerly boundary of the lands described in that certain Corrective Quitdam Daed distance of 1659.29 feet to the POINT OF BEGINNING.

Containing 40,000 acres, more or loss.

THIS PLAT, AS RECORDED IN ITS GRAPHC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAUNDS DESCORDED PEREINAN DUAL INNO GROUGHSTANCES DEPLANTED IN ALTHOGRIT PR ANY OTHER CAPACHIC ON BIGHTA, FORM OF THE BLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS SCOUNT.

CLERK OF CIRCUIT COURT

County of Hillsborough State of Florida

I hereby centry that this subdivision plat meats the requirements in form, of Chapter 177 Part I of the Plonds Statutes and has been filed for record in Plat Book _____, Page _____, of the Public Records of Milebarceugh County, Florida.

BY Doputy Clark E SE 2021. Clark of Circuit Court day of This 굺

BOARD OF COUNTY COMMISSIONERS

CLERK FILE NUMBER

This plat has been approved for recordation.

Data

PLAT APPROVAL:

This plat has been reviewed in accordance with Flends Statutes, Socion 177,081 for Chapter Conformity. The geometric data has not been vertied.

Survay Section, Geospadal & Land Acquisition Services Department, Hillsborough County Reviewed By: Florida Professional Surveyor and Mapper, Lloanse #__

SURVEYOR'S CERTIFICATION

I, the undereigned surveyor, houtby costly that the Plated Subdivision is a correct representation of the land being subdivisions described that the plat was prepared under up it detection and exponention, that the plat contains with all the organization of the land so contains the contains and half plated Schlates, and the Hillabouagh County Land Development Coops that permanent inderease monutomicals (PRNs), were set on the 30th day of Liuro, 2021, as shown horson; and that in accordance with considering (PCPs) and lot commen have been as or will be set part requirements of Florida Schlates of Inside Schlates.

John D. Walgle (Licanse No. LS5246) Florida Professional Surveyor and Mapper Goopoint Survoying, Inc. 213 Hobbs Street, Tampa, FL 33619 Licensed Business Number LB 7768

The undergrand, as Owner of the lands platted harein does hereby dedicate this plat of SANCTUARY AT JOHN MOORE ROAD for recent. Further, the Owner does hareing dedicate to the blat as "public". The undersigned further misses the following dedications and reservations:

TRACT "R" is heroby dedicated to Hillsberough County for the benefit of the public as additional right-of-way for JOHN MOORE ROAD.

Fee introst in TRACTS At, 15 'C-11' (C-21' 'D' and 'P', as shown heroon, are heroby reserved by Owner for conveyance to a Homoowner' Association of the feet conferior and maintained entity subconverts the recording of this plut, for the borrolf of the cut within the euclivision. Said tracts are not dedicated to the public and will be previously maintained.

The Private Outlange Expenents and Private Sign Emperents are havely reached by the Owner for conveyance to a Homeowner's Association, or other custodia and manifemence early subsequent to be recenting at this pilat, for the bonefit of the lot owners within the substitution. Sale essements, are not dedictioned to the public surfard to privately manifemed.

TRACTS 'A', 'B', 'C-1', 'C-2', 'D', 'P', and ALL Private Essemente, are subject to any and all essements, Right of Way and Tracts doctrated to proble use.

The private roads and private rights of way shown haroon as TRACT "A" are not adectated to the public, but are private, and are hereby reserved by the owner for exercision to a thermotomic Association, or other custodia and manitranse endry unknowner on the table conformed to the public for the benefit of the late owners within the standingled, are accessed for ingress and operate and relating guests and invitation. Said order of accesses for ingress and extend to lot owners within all phases and unite, both execting and future, of SANCTUARY AT JOHN MODRE ROAD.

Owner heroby greats to Hillaborough Coustly government and providers of lew enforcement, fire emergency, emergency modical, mail, postogo delivery, the developmental, and other emiliar governmental and qual-povernmental services, a non-excitative access essement ever and across the private roads and private rights of vay within TRACT "A" and within the Public Emergency Access Essement, as shown hereon for ingress and opnes, for the performance of their official dates.

Owner heroby grants to providers of telephone, electric, cable television and cable data, water and sewer, and other public and quasi-public unities, a procedure version expense approving the strain discounted and private reports reports reports reports reports only private reports only any within TRACT. "A" and the areas designated heropin up gable table table, and providers and private reports and private reports any expense. "An expense and epistes and for the construction, installation, and maintenance of utilities as designated by Owner, and related purposes, for the beneaf of the bit owner hereit." The maintenance of Owner-received tracks and ereas and private coscoments reserved by Owner will be the responsibility of the Owner, its essigns and its auctions in title.

OWNER - WILMINGTON LAND COMPANY, a Florida corporation

as identification. of WILMINGTON LAND COMPANY, a Florida corporation, who is personally known to me or produced My Commission Expires: Sworn to and subscribed before me, by means of physical presence, this _____ day of ACKNOWLEDGEMENT: State of Florida, County of Hillsborough Print Print Notory Public, State of Florida at Large Managor

Northing and Easting coordinates (indicated in teat) as shown hereon rotor to the State Plane Coordinate System, North American Herizonth Balan of 1883 (NAD 83-2011 ADLUSTNENT) to the Wise State Strong, as established from National Goedole Survey (NGS) Hericontal Control Monument Designated to ERROCKS* (PID DGBG9).

Commission Number:

(Printed Name of Notary)

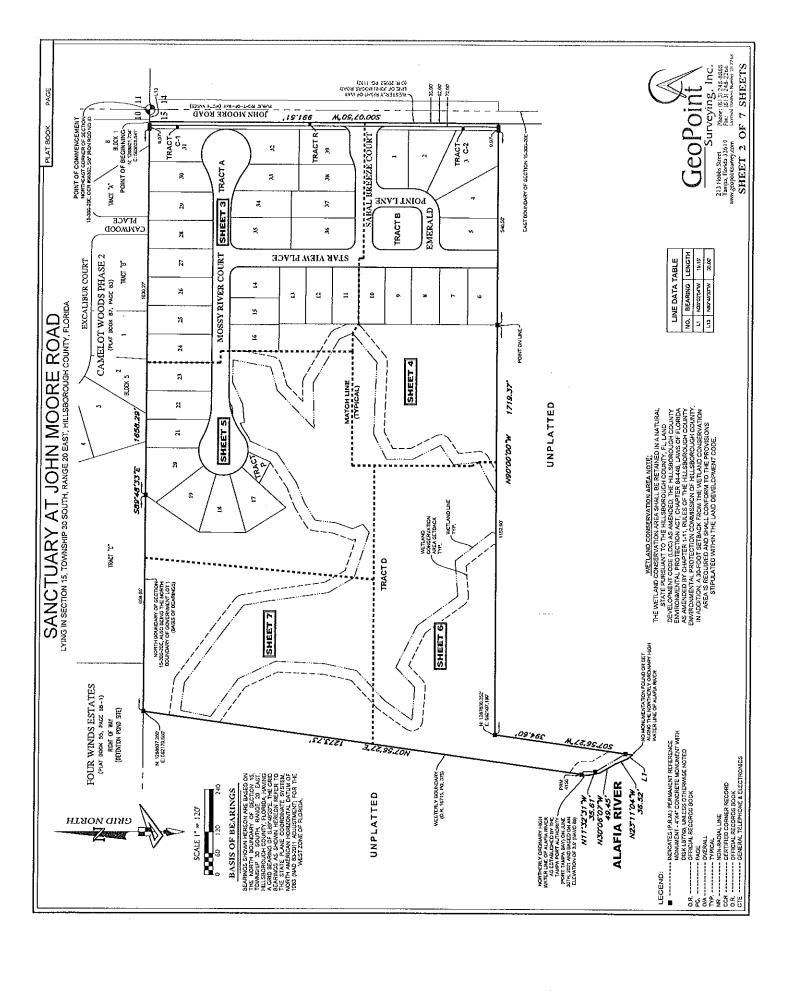
- ন
- Subdivision plass by no mount proposed a destination on whether proportion will or will not flood.
 Lond within the boundaries of the plast may or may not be a subject to flooding, the Development Annual Mandre and the plant of e
 - 4
- All lines that intersect a curve that ore not labeled Non-Radial (NR) are Radal.

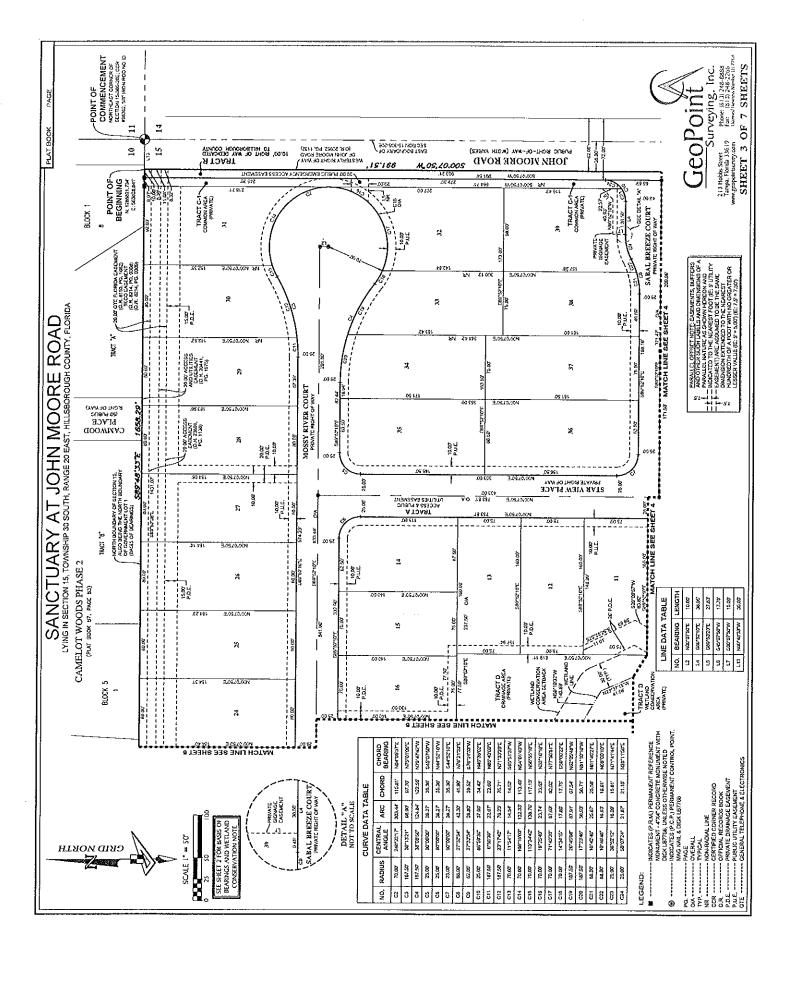
 This Private Subdivision contains rightle-of-ways, easements, and other common areas which are ଜ ଚ
- positive owned for maintained by Hisbocough County.
 The large described histone are subject to and benefit from the Easemont granted to Tempa Tells locked described histone are subject to and benefit from the Easemont granted to Tempa Electric Company received in Official Received Sook Artific Page 1540, of the Public Receives of Hilisborough County, Florida, 2

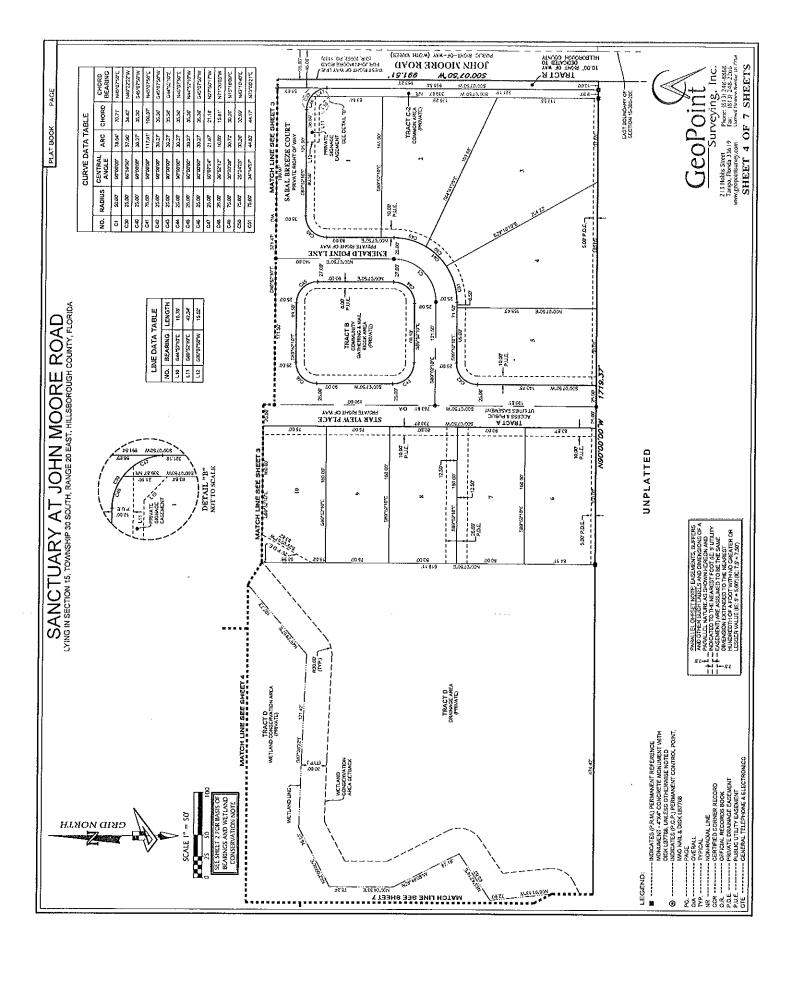


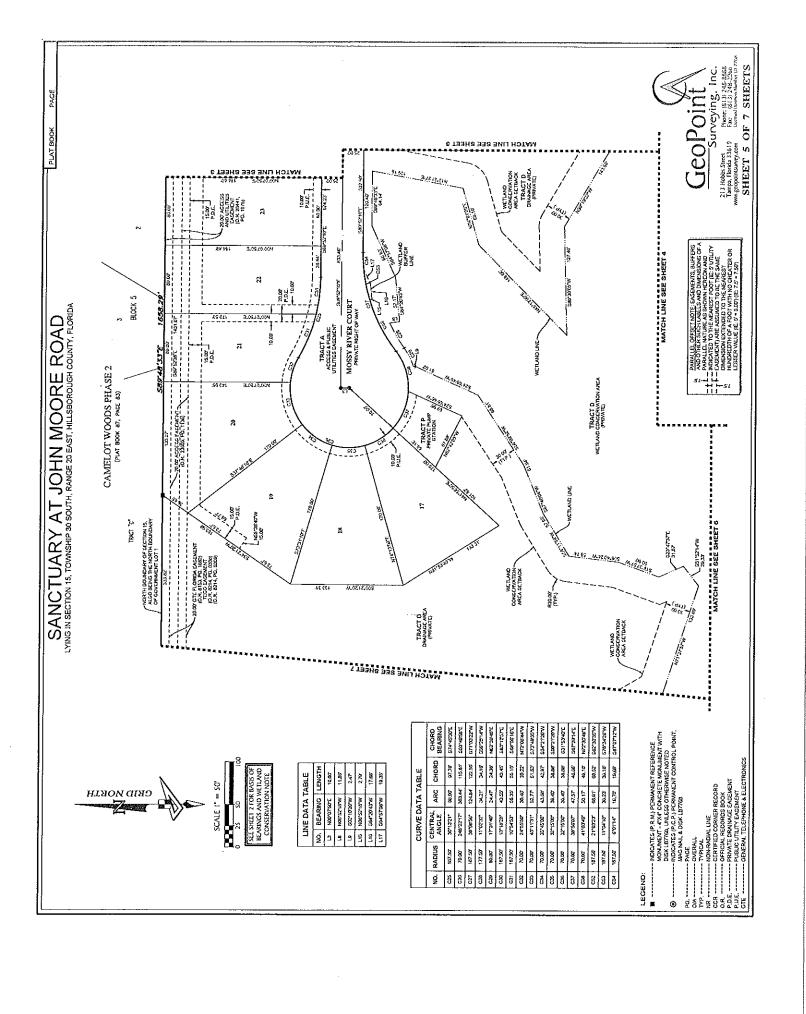
213 Hobbs Street Phone: (8.13), 248-5288
Tampa, Florida 33619
Fax: (8.13), 248-2266
www.geoponisarvey.com
Licensed Isonies IN 774x

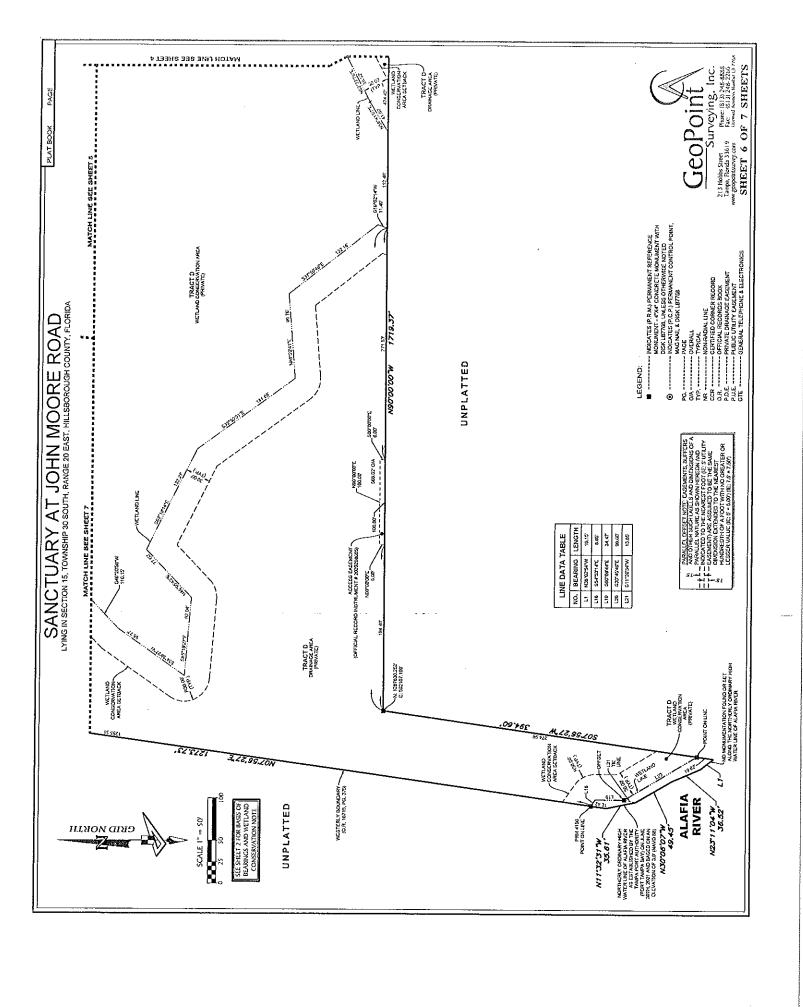
SHEET I OF 7 SHEETS

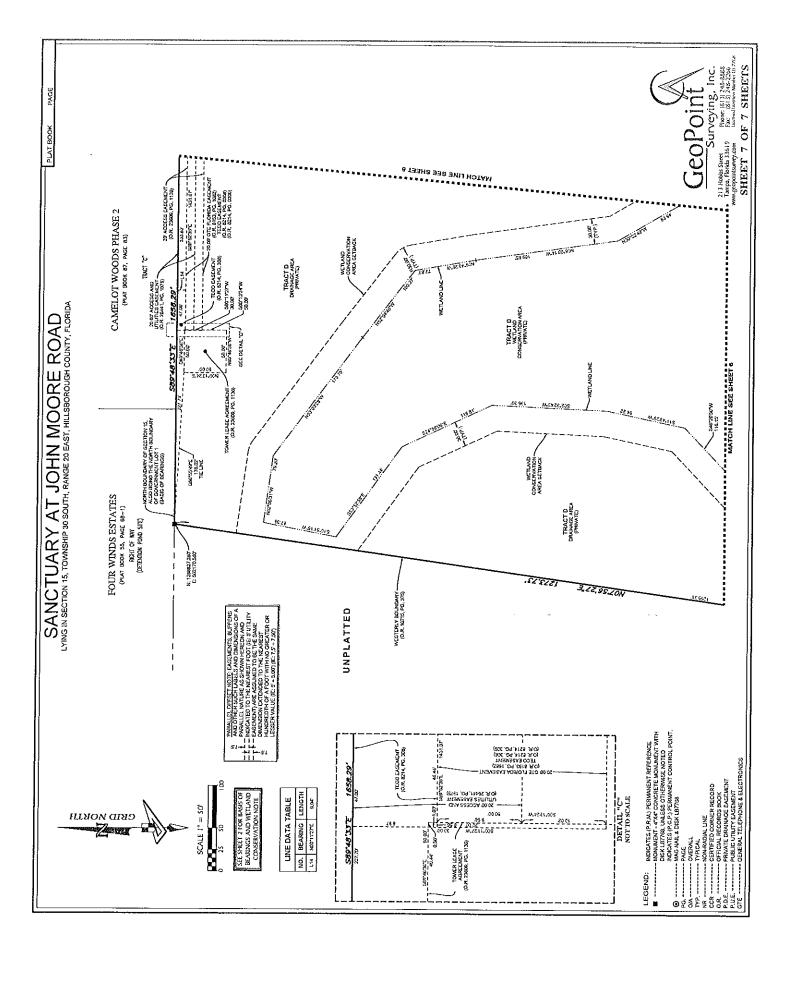














Certificate of School Concurrency

Project Name	John Moore Road
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5173
HCPS Project Number	SC-705
Parcel ID Number(s)	074767.0000 & 074842.0000
Project Location	4311 & 4501 John Moore Road
Dwelling Units & Type	39 Single-Family Detached
Applicant	James Schier

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	8	5	6		19

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, AICP, CNU-A

Charles andrews

Manager, Planning & Siting

Growth Management Department

Operations Division

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P: 813.272.4429

January 29, 2020 Date Issued