SUBJECT:

Valencia Del Sol Phase 3C

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

September 8, 2021

CONTACT:

Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Valencia Del Sol Phase 3C, located in Section 32, Township 31, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$1,477,058.25, a Warranty Bond in the amount of \$47,174.35, 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 \$10,187.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

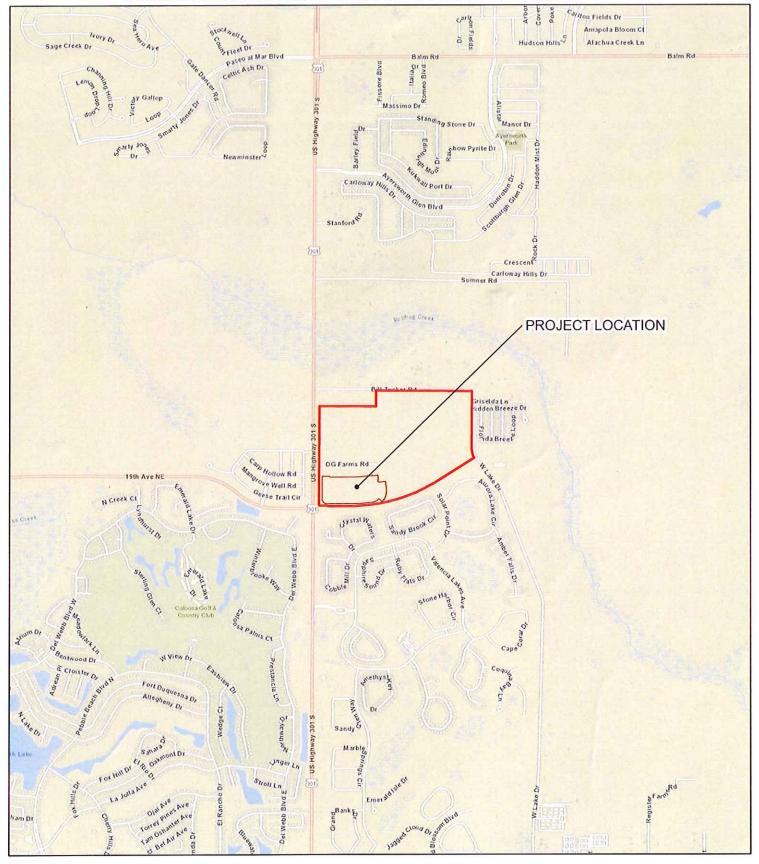
On May 20, 2021, Permission to Construct Prior to Platting was issued for Valencia Del Sol Phase 3C. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Hillsborough County Associates IV, LLLP and the engineer is LevelUp Consulting, LLC.

VALENCIA DEL SOL PHASE 3C

PROJECT LOCATION MAP



CLIENT: HILLSBOROUGH COUNTY ASSOCIATES LLLP



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into this day of, 2021, by and between <u>Hillsborough County</u> <u>Associates IV, LLLP.</u> hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"
Witnesseth
TT THICKSOCKI
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and
WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and
WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>Valencia Del Sol Phase 3C</u> ; and
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>Valencia Del Sol Phase 3C</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 Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:
Roads/Streets Stormwater Drainage Systems Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges Other: 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 Valencia Del Sol Phase 3C 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 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 Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in Valencia Del Sol Phase 3C 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.
- The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the 4. 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	N/A	, dated	, and
number	, dated _		with
			1 1
or			
A Performance Bond, dated	<u>July 19, 2021</u> w	ith Hillsborough County Asso	ociates IV, LLLP. as
A Warranty Bond dated July	v 19 2021 with	Hillshorough County Associa	stes IV IIIP as
Cashier/Certified Checks, nu	ımber <u>N/A</u>	, dated	and
number	, dated _		, which
shall be deposited by the Co- interest shall be paid to the S Agreement.	unty into a non-i subdivider on fu	nterest bearing escrow accounds received by the County po	nt upon receipt. No ursuant to this
	of A Performance Bond, dated Principal, and Berkley Insuranty Bond, dated July Principal, and Berkley Insuranty Bond, dated July Principal, and Berkley Insuranty Cashier/Certified Checks, numbershall be deposited by the Coninterest shall be paid to the S	of	A Performance Bond, dated July 19, 2021 with Hillsborough County Assa Principal, and Berkley Insurance Company (Bond No.0233242) as Surety A Warranty Bond, dated July 19, 2021 with Hillsborough County Associate Principal, and Berkley Insurance Company (Bond No.0233244) as Surety Cashier/Certified Checks, number N/A , dated number , dated shall be deposited by the County into a non-interest bearing escrow accounterest shall be paid to the Subdivider on funds received by the County principal.

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.

- Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by 5. the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - The plans, drawings, and specifications submitted to and approved by the County's Development a. Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
- 6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those 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>Valencia Del Sol Phase 3C</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 Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the twenty four (24) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany 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 Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of these parties. It shall not be modified or altered except in

writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed	d these presents, this and day of July, 2021.
Witness' Signature (Signed before a Notary Public and 2 Witnesses) Theath Tohngan Printed Name of Witness	SUBDIVIDER: By: Authorized Corporate Officer or Individual John Strowbridge Name (typed, printed or stamped) Authorized Signatory Title
Witness' Signature Style Stime Printed Name of Witness	1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL, 33323 Address of Signer
NOTARY PUBLIC	(813) 221-1400 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
ATTEST: HILLSBOROUGH COUNTY CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Chair

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY O	LIIII	CROP	OHGU
COUNTIO		SDON	OUGH

The foregoing instrument was acknowledged before me this day of, and and
respectively President and of Halls Sorous 4 County 4 Slocks, a corporation under the laws of the state of Florida on behalf of the
corporation. He and/or she is personally known to me or has produced
as identification and did take an oath.
NOTARY PUBLIC: Sign: Sign: (Seal) Print: D4viel R Selevi, 24
Title or Rank: Notary Public State of Florida Notary Public Schmidt
Serial Number, if any: Notary Public State of Notary Public State of David Patrick Schmidt David Patrick Schmidt My Commission GG 917028 Expires 09/26/2023
My Commission Expires:
INDIVIDUAL ACKNOWLEDGMENT:
STATE OF N/A
COUNTY OF N/A
The foregoing instrument was acknowledged before me this N/A day of N/A, 20, by, who is personally known to me or who has produced N/A as identification and who did take an oath.
N/A as identification and who did take an oath.
NOTARY PUBLIC:
Sign:(seal)
Print:N/A
Title or Rank: N/A
Serial Number, if any:N/A
My Commission Expires: N/A

SUBDIVISION PERFORMANCE BOND

Bond No.: 0233242

KNOW ALL MEN BY THESE PRESENTS, That we Hillsborough County Associates IV, LLLP, called the Principal, and Berkley Insurance Company, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Million Four Hundred Seventy Seven Thousand Fifty Eight and 25/100 (\$1,477,058.25) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement 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>Valencia</u> <u>Del Sol Phase 3C</u> subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plan, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 19th day of July, 2021.

Hillsborough County Associates IV, LLLP, a Florida limited liability limited partnership

by: Hillsborough County IV Corporation, a Florida corporation, its general partner

Steven M. Helfman, Secretary

N. Maria Menendez, vice President

Attest:

Attest:

As Per Attached Power of Attorney

Berkley Insurance Company

Dale A. Belis, its Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.000), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

STATE OF CONNECTICUT)

(COUNTY OF FAIRFIELD)

OT AVAR

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of , March , 2020 , by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNOBAKEN NOTARY PUBLIC CONNECTICUT

NOTARY PUBLIC

APHIL 30, 2024 Motary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of

Vincent P. Forte

Valenica Del Sol Phase 3C

Performance Bond Calculation

Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Paving	\$367,951.25
Water	\$194,577.50
Wastewater	\$277,166.00
Drainage	\$341,951.85
Total	\$1,181,646.60

Performance Bond Amount (125% of total)

Florida Licerise # 78483E OF

PAVING

Description	Quantity	Unit	Unit Price	Amount
1.50" Asphalt (SP-12.5)	8,075	SY _	\$8.50	\$68,637.50
6" Crushed Concrete	8,075	SY _	\$10.25	\$82,768.75
12" Stabilized Subgrade	8,075	SY	\$8.00	\$64,600.00
Miami Curb	7,135	LF	\$12.00	\$85,620.00
Drop Curb	50	LF _	\$20.00	\$1,000.00
6" Sidewalk	1,165	SY	\$45.00	\$52,425.00
Handicap Ramps	5	EA _	\$1,100.00	\$5,500.00
Signage & Striping	1	LS _	\$4,100.00	\$4,100.00
Maintenance of Traffic	i	LS _	\$3,300.00	\$3,300.00

Total = \$367,951.25

WATER

Description	Quantity	Unit	Unit Price	Amount
6" PVC DR-18	3,537	LF	\$14.00	\$49,518.00
6" Gate Valve & Box	11	EA	\$1,100.00	\$12,100.00
Fire Hydrant Assembly	8	EA _	\$4,500.00	\$36,000.00
6" X 6" Tee	1	EA	\$475.00	\$475.00
6" 22.5 Deg. Bend	4	EA	\$400.00	\$1,600.00
6" Vertical Deflection	4	EA	\$1,900.00	\$7,600.00
Single Service - Short	60	EA	\$425.00	\$25,500.00
Single Service - Long	33	EA _	\$800.00	\$26,400.00
6" Meter - Temp Construction Meter	1	EA	\$15,250.00	\$15,250.00
Connect To Existing 6" WM	3	EA _	\$2,200.00	\$6,600.00
WDSP/CIP	3	EA	\$385.00	\$1,155.00
Pressure Testing	3,537	LF _	\$3.50	\$12,379.50

Total = \$194,577.50

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Sewer (0'-6')	352	LF	\$33.00	\$11,616.00
8" PVC Sewer (6'-8')	1,126	LF _	\$33.50	\$37,721.00
8" PVC Sewer (8'-10')	715	LF _	\$33.50	\$23,952.50
8" PVC Sewer (10'-12')	781	LF	\$34.50	\$26,944.50
8" PVC Sewer (12'-14')	261	LF	\$35.50	\$9,265.50
Manhole (0'-6')	2	EA _	\$3,000.00	\$6,000.00
Manhole (6'-8')	4	EA _	\$3,500.00	\$14,000.00
Manhole (8'-10')	1	EA _	\$3,749.25	\$3,749.25
Manhole (10'-12')	6	EA	\$4,500.00	\$27,000.00
Single Service	17	EA _	\$725.00	\$12,325.00
Double Service	38	EA	\$975.00	\$37,050.00
Connect To Existing MH	2	EA _	\$6,400.00	\$12,800.00
TV Inspection	5,839	LF _	\$7.75	\$45,252.25
Infiltration/Extfiltration Test	13	EA _	\$730.00	\$9,490.00

Total = \$277,166.00

DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
15" RCP	66	LF	\$37.00	\$2,442.00
18" RCP	386	LF .	\$38.50	\$14,861.00
24" RCP	606	LF	\$56.00	\$33,936.00
80" RCP	584	LF	\$81.00	\$47,304.00
12" RCP	232	LF	\$106.00	\$24,592.00
Type 1 Curb Inlet (0-6)	3	EΛ	\$3,500.00	\$10,500.00
Type 1 Curb Inlet (6-8)	4	EA	\$5,000.00	\$20,000.00
'ype 1 Curb Inlet (8-10)	4	EA .	\$5,700.00	\$22,800.00
'ype 1 Curb Inlet (12-14)	2	EA	\$8,350.00	\$16,700.00
ype 2 Curb Inlet (0-6)	1	EA .	\$4,500.00	\$4,500.00
Aanhole (6-8)	1	EA .	\$3,350.00	\$3,350.00
Aanhole (8-10)	2	EA	\$6,500.00	\$13,000.00
ype H Control Structure	1	EA	\$4,500.00	\$4,500.00
mart Box Control Structure	1	EA	\$18,000.00	\$18,000.00
8" MES	2	EA	\$1,150.00	\$2,300.00
4" MES	3	EA	\$1,300.00	\$3,900.00
0" MES	2	EA	\$2,250.00	\$4,500.00
Connect To Existing Pipe Stub 9-0"	2	EA	\$3,200.00	\$6,400.00
Connect To Existing Pipe Stub 12-0"	1	EA	\$3,200.00	\$3,200.00
Inderdrain Pipe	3,259	LF	\$13.25	\$43,181.75
nderdrain Cleanout	21	EA	\$260.00	\$5,460.00
torm Dewatering	1	LS	\$25,000.00	\$25,000.00
torm Drainage Testing	1,874	LF	\$6.15	\$11,525.10

Total = \$341,951.85

WARRANTY BOND

Bond No.: 0233244

KNOW ALL MEN BY THESE PRESENTS, That Hillsborough County Associates IV, LLLP called the Principal and Berkley Insurance Company, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Forty Seven Thousand One Hundred Seventy Four and 35/100 (\$47,174.35) 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 (water and wastewater) for maintenance in the approved platted subdivision known as <u>Valencia Del Sol Phase 3C</u> and

WHEREAS, the aforementioned subdivision development regulations require as a condition of acceptance of the improvement facilities (water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all 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 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 water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as, Valencia Del Sol Phase 3C 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, 2025.

SIGNED, SEALED AND DATED this 19th day of July, 2021.

Hillsborough County Associates IV, LLLP, a Florida limited liability limited partnership

by: Hillsborough County IV Corporation, a Florida corporation, its general partner

Attest:

Steven M. Helfman, Secretary

N. Maria Menendez, Vice President

Attest:

As Per Attached Power of Attorney

Berkley Insurance Company

Dale A. Belis, its Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.000), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

The state of the s	s shari of issued.
IN WITNESS WHEREOF, the Company has caused corporate seal hereunto affixed this 25th day ofMar	these presents to be signed and attested by its appropriate officers and it
Attest: SICAL	Berkley Insurance Company By Hafter Jeffrey M. Hafter Senior Vice President
STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)	
respectively, of Berkley Insurance Company. MARIA C NOTATE CONN MY COMMIS	Connecticut, this 25th day of March, 2020, by Ira S. Ledermar B. Executive Vice President and Secretary, and the Senior Vice President BY PUBLIC ECTICUT SIGNO EXPIRES Notary Public, State of Connecticut
I the undersigned Assistant Secretary of DEDVI EV I	CERTIFICATE NOT BE ANCE COMMANY DO MEDERY OFFICERY A 144 C
	NSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a

true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney-in-Fact as of this date.

2021

GIVANA.

Vincent P. Forte

Valenica Del Sol Phase 3C

Warranty Bond Calculation
Construction costs for the potable water and sanitary sewer system

SUMMARY

Water	\$194,577.50
Wastewater	\$277,166.00
Total	\$471,743.50

Warranty Bond Amount (10% of total)

No 79423

Brandon Wilson, P.E. Florida License # 20425 OF

WATER

Description	Quantity	Unit	Unit Price	Amount
6" PVC DR-18	3,537	LF	\$14.00	\$49,518.00
6" Gate Valve & Box	11	EA _	\$1,100.00	\$12,100.00
Fire Hydrant Assembly	8	EA	\$4,500.00	\$36,000.00
6" X 6" Tee	1	EA _	\$475.00	\$475.00
6" 22.5 Deg. Bend	4	EA	\$400.00	\$1,600.00
6" Vertical Deflection	4	EA	\$1,900.00	\$7,600.00
Single Service - Short	60	EA	\$425.00	\$25,500.00
Single Service - Long	33	EA	\$800.00	\$26,400.00
6" Meter - Temp Construction Meter	1	EA	\$15,250.00	\$15,250.00
Connect To Existing 6" WM	3	EA	\$2,200.00	\$6,600.00
WDSP/CIP	3	EA _	\$385.00	\$1,155.00
Pressure Testing	3,537	LF _	\$3.50	\$12,379.50

Total = \$194,577.50

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Sewer (0'-6')	352	LF	\$33.00	\$11,616.00
8" PVC Sewer (6'-8')	1,126	LF	\$33.50	\$37,721.00
8" PVC Sewer (8'-10')	715	LF	\$33.50	\$23,952.50
3" PVC Sewer (10'-12')	781	LF _	\$34.50	\$26,944.50
3" PVC Sewer (12'-14')	261	LF _	\$35.50	\$9,265.50
Manhole (0'-6')	2	EA _	\$3,000.00	\$6,000.00
/anhole (6'-8')	4	EA _	\$3,500.00	\$14,000.00
Manhole (8'-10')	1	EA	\$3,749.25	\$3,749.25
Manhole (10'-12')	6	EA	\$4,500.00	\$27,000.00
Single Service	17	EA	\$725.00	\$12,325.00
Double Service	38	EA _	\$975.00	\$37,050.00
Connect To Existing MH	2	EA	\$6,400.00	\$12,800.00
'V Inspection	5,839	LF _	\$7.75	\$45,252.25
nfiltration/Extfiltration Test	13	EA _	\$730.00	\$9,490.00

Total = \$277,166.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _	day of	, 2021 by and between
Hillsborough County Associates IV, LLLP., hereina	fter referred to as	s "Subdivider," and Hillsborough
County, a political subdivision of the State of Florida		

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 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 <u>Valencia Del Sol Phase 3C</u>; 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>Valencia</u> <u>Del Sol Phase 3C</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.

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>Valencia Del Sol Phase 3C</u> subdivision within <u>twenty four (24)</u> months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3.	here	Subdivider agrees to, and in accordance with the requirements of the LDC does by deliver to the County an instrument ensuring the performance of the obligations ribed in paragraph 2, above, specifically identified as:
	a.	Letter of Credit, numberN/A, dated,
		with,
		by order of
		, or
	b.	A Performance Bond, dated <u>July 19, 2021</u> , with <u>Hillsborough County Associates IV, LLLP.</u> as Principal, and <u>Berkley Insurance Company (Bond No. 0233243)</u> as Surety, or
	c.	Escrow Agreement, dated N/A , between and the County, or
	đ.	Cashier/Certified Check, number N/A, dated, which shall be deposited by the County into an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, performance bonds, escrow agreements, or cashier/certified checks are/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 "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
- 5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as <u>Valencia Del Sol Phase 3C</u> 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.

IN WITNESS WHEREOF, the parties hereto have day of July , 2021.	e executed these presents, this
ATTEST: 1. Heath Johnson Printed Name of Witness	SUBDIVIDER: By: Authorized Corporate Officer or Individual (Sign before a Notary Public)
Witness Signature	John Strowbridge Printed Name of Signer
Printed Name of Witness	Authorized Signatory Title of Signer
CORPORATE SEAL (When Appropriate)	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL, 33323 Address of Signer (813) 221-1400 Phone Number of Signer
ATTEST: CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By:
Subdivider Agreement for Performance - Placement of Lot Corners.doc	APPROVED BY THE COUNTY ATTORNEY BY Approved As To Form And Legal Sufficiency.

This document contains the entire agreement of the parties. It shall not be modified or

altered except in writing signed by the parties.

8.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

20_ 21 , t	he foregoing instrument was	acknowled	ged before me this and	22 day of _	July,
respectivel	y President and			of Halish	every County Associates]
	oration under the laws of th				
corporation	n. He and/or she is personal	ly known to	me or has produced		
as identific	ation and did take an oath.				
	NOTARY PUBLIC: Sign: Print: DAv. R. Title or Rank: Serial Number if any:	Schm	ist.	680	Notary Public State of Florida
My Commi	Serial Number, if any:ission Expires:			S.A	mus
	JAL ACKNOWLEDGME				
COUNTY	OFN/A				
Th	e foregoing instrument was	acknowledg	ged before me this	N/A day	ofN/A
		<u>A</u>		_, who is persona	lly known to me or who has
produced	N/A				
	NOTARY PUBLIC:				
	Sign:	N/A		(seal)	
	Print:	<u>N/A</u>			
	Title or Rank:	<u>N/A</u>			
	Serial Number, if any:	N/A			
My Commis	ssion Expires:	N/A			

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

Bond No.: <u>0233243</u>

KNOW ALL MEN BY THESE PRESENTS, That we <u>Hillsborough County Associates IV, LLLP</u> called the Principal, and <u>Berkley 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>Ten</u>

<u>Thousand One Hundred Eighty Seven and 50/100</u> (\$10,187.50) 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, 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, 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 <u>Valencia Del Sol</u>

<u>Phase 3C</u> are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners 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 <u>Valencia Del Sol Phase 3C</u> 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 twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 19th day of July, 2021.

Hillsborough County Associates IV, LLLP, a Florida limited liability limited partnership

by: Hillsborough County VI Corporation, a Florida corporation, its general partner

Attest:

Steven M. Helfman, Secretary

N. Maria Menendez,

Attest:

As Per Attached Power of Attorney

Berkley Insurance Company

Dale A. Belis, its Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.000), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents corporate seal hereunto affixed this 25th day of March	to be signed and attested by its appropriate officers and its 2020.
Attest: SICAL PARAMER Attest: By Ira S. Lederman Executive Vice President & Secretary	Berkley Insurance Company By July M. Hafter Senior Vice President
STATE OF CONNECTICUT)	
) ss:	
COUNTY OF FAIRFIELD)	•
Sworn to before me, a Notary Public in the State of Connecticut, thi and Jeffrey M. Hafter who are sworn to me to be the Executive Vi respectively, of Berkley Insurance Company. MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES APPIL 30, 2024	is 25th day of, March, 2020, by Ira S. Lederman ce President, and the Senior Vice President,

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of

Attorney if attached, is in full force and effect as of this date.

Strain Stra

Valencia Del Sol Phase 3C

Performance Bond Calculation

Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$8,150.00
Γotal	\$8,150.00

Performance Bond Amount (125% of total)

\$10,187.50

| Solution |

Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$8,150.00	\$8,150.00
			TOTAL =	\$8,150.00

VALENCIA DEL SOL PHASE 3C
BEING A REPLAT OF PARCEL TF. I' DEVELOPMENT AREAJ AND A PORTION OF TRACT "B-1", VALENCIA DEL SOL PHASE 1.
RECORDED IN PLAT BOOK 133, PAGES 34-67, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. LYING
IN SECTION 32, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PARCEL "F-1" (DEVELOPMENT AREA) togothor with a pornion of TRACT '8-1" (COMMON AREA), VALENCIA DEL SOL PHASE 1, according to the plat thereof, as recorded in Plat Book 133, Pages 34 through 67, inclusive, of the Public Reserts of Hillboorough County, Florida, Iying in Saction 32, Tewnship 31 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGMN at the Northwest corner of sold PARCEL 'F-1' (DEVELOPMENT AREA), run thence along the Northwest corner of sold PARCEL 'F-1' (DEVELOPMENT AREA), in respective order, the following actions (10 per sold set and a character) and a sold PARCEL 'F-1' (DEVELOPMENT AREA), in respective order, the following actions (10 per sold set and a central longe of 14.4.3.7 feet; 2) couth-baseting, 20.72 feet, along the area of a sold set and a central longe of 14.4.3.7 feet; 3) couth-baseting, 20.22 feet, 20.24 feet, 20.24 feet, 3) can be a central longe of a central longe of 14.4.2.7 feet, 3.2.4 fee

Containing 21,108 acros, more or loss.

CLERK OF CIRCUIT COURT

County of Hillsborough State of Florida

I haraby contily that this subdivision plat modes the requirements in form, of Chapter 177 Part I of the Planda Statutes and has been filed for record in Plat Book _____, Page ____, of the Public Records of Hillsborough County, Florida.

2021 Clerk of Circuit Court o yes This

¥

Deputy Clork

BOARD OF COUNTY COMMISSIONERS This plat has been approved for recordation.

CLERK FILE NUMBER

å

PLAT APPROVAL:

This plat has been reviewed in accordance with Florida Statutes, Section 177,081 for Chapter Conformity. The goometric data has not boon vorifled.

Survey Section, Goospatul & Land Acquiration Services Department, Hillsborough County

SURVEYOR'S CERTIFICATION

By: David A. Williams, (License No. L.56423) Florida Professional Surveyor and Mapper GeoPoint Surveying, Inc. 213 Hobbs Stroet, Tampa, FL 33619 Licensed Business Numbor LB 7768

THE UNDERSIGNED. AS OWNER OF THE LANDS PLATED HEREN DOES HEREBY DEDICATE THIS PLAT OF VALENCIA BES OF PRASE OF PRESCOAD, FURTHER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE ALL STREETS. ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS.

FEE INTEREST IN TRACTS "X". "B" AND "D", AS SHOWN HEREON, ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO ROPE CHAIN YOUNDERS ASSOCIATION OR OTHER CUSTOONLAND MANITENANCE ENTITY. SUBSEQUENT TO THE RECORDING OF THIS PLAT, AND SAID TRACTS, ARE NOT DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY OWNERS, PROPERTY OWNERS ASSOCIATION, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY.

PRIVATE DRAINAGE EASEMENTS, PRIVATE DRAINAGE AND ACCESS EASEMENTS, AND PRIVATE LANDSCAPE EASEMENTS ARE HERBEY RESERVED BY THE OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODAL AND MANTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BREFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID EASEMENTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MANTAINED.

THE PRIVATE ROAD AND RIGHTS OF-WAY SHOWN HEREON AS TRACT "A" IS NOT DEDICATED TO THE PUBLIC. BUT IS HERBY RESERVED BY THE OWNER FOR COMEYRANCE TO A PROPERTY CONNERS ASSOCIATION OR OTHER CASTOOILA, AND MAINTENERS ESCIPCIAL, SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFT OF THE CONNERS WITHIN THE SUBDIVISION, AS ACCESS FOR INDRESS AND RECESS OF OUT OWNERS, AND THEIR CLUSTS AND THEIR CLUSTS AND INTERES. SAD RIGHT OF THE CAND INVISION FOR ACCESSES OF INDRESS AND EGGESS WILL EYTEND TO LOT OWNERS WITHIN ALL PRASES ARE NOT DESIGNATE WAY FOR ACCESSION FOR ACCESSION FOR THE SOLD AND RIGHT SOFTWAY ARE NOT DESIGNATE ROAD AND RIGHTS OF-WAY FIRE ROAD AND RIGHTS OF-WAY OTHER CUSTODIAL AND WHAT IS NOT BE SITTLY.

WAMER DOES HEREBY CRANT TO HILLSBORDUGH COUNTY COVERNMENT AND ALL PROVIDERS OF LAW ENFORCEMENT, FIRE EMBROGENO, EMERGENO, MAD OTHER SHIMLE ADVISEDELYMENT, SOLID WASTERNITATION, AND OTHER SHIMLE ADVISED OURSLOOVERNMENTAL AND OURSLOOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESSE THE RYANTE ROADS AND REGISTORY WITHIN TRACT "Y AS SHOWN HEREON FOR INGRESS FOR THE PERPONANDED OF THEIR OFFICIAL DUTIES.

OWNER DOES HEREBY GRANT TO ALL PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA, WHATR BAID SEWER, AND CHEFR PUBLICAND OUSR-PUBLIC UTILITIES, AND EXCENSE, RAND CHEFR PUBLICAND OUSR-PUBLIC ONE WHATRA BAID SEWERS AND WHATRA TO A SERVISION OF THE CHEFRY TO AND A NONECCLUSIVE THE PRIVATE ROADS AND EMPLYSOR THE PRIVATE ROADS AND EMPLYSOR THE WATHAN TRACT AT AND THE AREAS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENTS. FOR INCRESS AND FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES AND RELATED PURPOSES FOR THE BENEFIT OF THE LOT OWNERS HERBIN.

DAD TRACTS "Y" STAD" VA AND PRIVATE DRAINIGE EASEMENTS, PRIVATE DRAINAGE AND ACCESS EASEMENTS, AND PRIVATE LANDSCAPE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND TRACTS DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.

THE MAINTENANCE OF OWNER-RESERVED TRACTS AND AREAS AND PRIVATE EASEMENTS RESERVED BY OWNERS WILL BE THE RESPONSIBILITY OF THE OWNERS, THEIR ASSIGNS AND THEIR SUCCESSORS IN TITLE.

OWNER. SUBSPROUCH COUNTY ASSOCIATES IV. ILLP, A FLORIDA LIMITED LIABILITY LIMITED PARTINERSHIP BY: HILLSBOROUCH COUNTY IV. CORPORATICA, ITS GENERAL PARTINER.

RICHARD A. ARKIN

WINESS

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE THIS.

BY RICHARD A. ARRIN AS VICE PRESIDENT OF HILLSBORDUCH COUNTY IV CORPORATION, THE GENERAL PARTNER OF HILLSBORDUCH COUNTY ASSOCIATES IV, ILLP, A FLORIDA UNITED LUBILITY LIMITED PARTNERSHIP, QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF SAID CORPORATION AND LIMITED LIMITED. PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

COMMISSION NUMBER:

MY COMMISSION EXPIRES:

(PRINTED NAME OF NOTARY)

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED VANOS DESCRIBED HERRIAN AND WILL INNO CRINGUISANCES DEPENATION BY ANY OTHER CRAPHIC OR PROTINE, FORM OF THE FLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COULT.

SHEET 1 OF 6 SHEETS Surveying, Inc.
213 fobbs Street
Phone: (813) 248-3885
Tamps, Fords 33619
Fax: (813) 248-3286
www.geopolitsursy.com
Jean-Al Number (82) GeoPoint

