

SUBJECT: Valencia Del Sol Phase 3D
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 3D, 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 \$80,340.00, a Warranty Bond in the amount of \$2,950.00, 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 \$437.50 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 3D. 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.



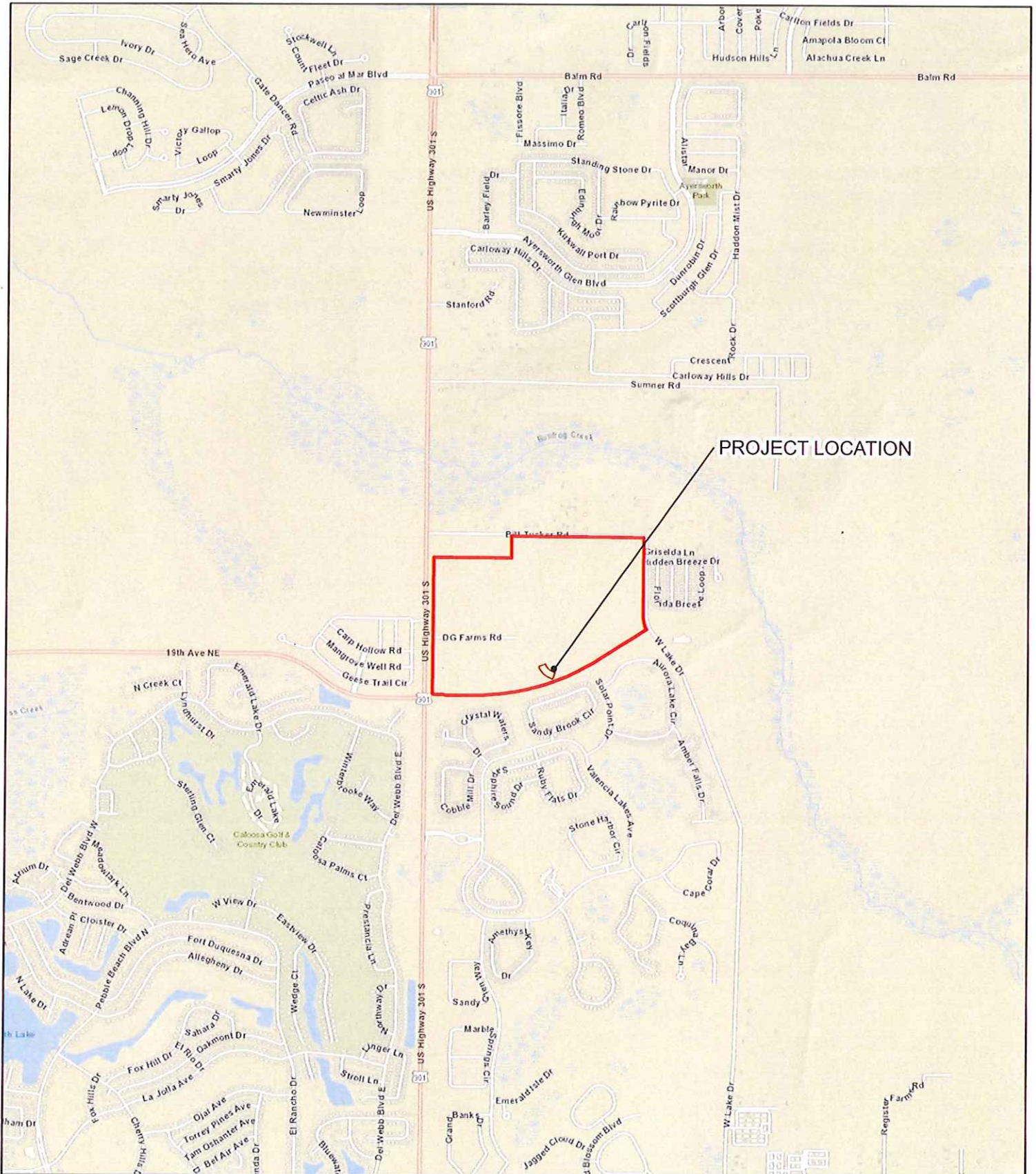
VALENCIA DEL SOL PHASE 3D

PROJECT LOCATION MAP

CLIENT: HILLSBOROUGH COUNTY ASSOCIATES LLP



1 INCH = 2,000 FEET



**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement is made and entered into this ____ day of _____, 2021, by and between Hillsborough County Associates IV, LLLP, hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Valencia Del Sol Phase 3D; 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 Valencia Del Sol Phase 3D are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

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

_____ and

WHEREAS, the County 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:

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 Valencia Del Sol Phase 3D 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 3D subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number N/A, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond, dated July 19, 2021 with Hillsborough County Associates IV, LLLP, as Principal, and Berkley Insurance Company (Bond No. 0233245) as Surety, and

A Warranty Bond, dated July 19, 2021 with Hillsborough County Associates IV, LLLP, as Principal, and Berkley Insurance Company (Bond No. 0233247) as Surety, and
 - c. Cashier/Certified Checks, number N/A, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those 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 Valencia Del Sol Phase 3D 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 these presents, this 23rd day of July, 2021.

ATTEST:

J. Heath Johnson
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

J. Heath Johnson
Printed Name of Witness

Stephen Stimas
Witness' Signature

Stephen Stimas

Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

HILLSBOROUGH COUNTY

CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

John Strowbridge
Name (typed, printed or stamped)

Authorized Signatory
Title

1600 Sawgrass Corporate Parkway, Suite 400,
Sunrise, FL, 33323

Address of Signer

(813) 221-1400

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of July, 2021, by John Strowbridge and _____ respectively President and _____ of Hillsborough County Association of II, LLC, 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:

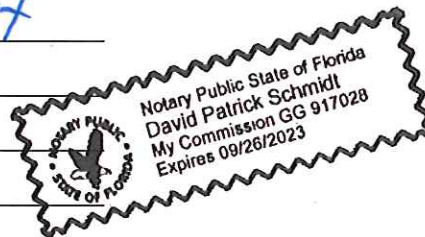
Sign: David P. Schmidt (Seal)

Print: David P. Schmidt

Title or Rank: _____

Serial Number, if any: _____

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, N/A who is personally known to me or who has produced N/A as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ N/A (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.: 0233245

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 Eighty Thousand Three Hundred Forty and no/100 (\$80,340.00) 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 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 Valencia Del Sol Phase 3D 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;

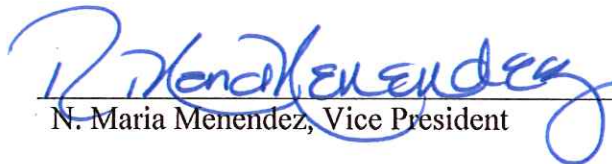
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 8, 2023.

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

Attest:



Steven M. Helfman, Secretary


N. Maria Menendez, Vice President


Berkley Insurance Company

Attest:

As Per Attached Power of Attorney


Dale A. Belis, its Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY 
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.\$100,000,000.00)**, 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 to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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 RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary 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 Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 19th day of July, 2021.

Vincent P. Forte
Vincent P. Forte

Valenica Del Sol Phase 3D

Performance Bond Calculation

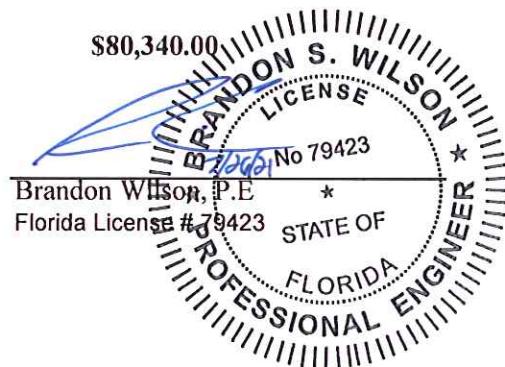
Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Paving	\$26,317.00
Water	\$8,400.00
Wastewater	\$21,105.00
Drainage	\$8,450.00
Total	\$64,272.00

Performance Bond Amount (125% of total)

\$80,340.00



PAVING

Description	Quantity	Unit	Unit Price	Amount
Demo Asphalt	565	SY	\$2.80	\$1,582.00
Demo Sidewalk	140	SY	\$7.00	\$980.00
Demo Curb	40	LF	\$5.50	\$220.00
Crushed Concrete Road Base - 18" Full Depth	70	SY	\$60.00	\$4,200.00
1.50" Asphalt (SP-12.5)	565	SY	\$19.00	\$10,735.00
Miami Curb	40	LF	\$40.00	\$1,600.00
Sidewalk	140	SY	\$50.00	\$7,000.00

Total = \$26,317.00

WATER

Description	Quantity	Unit	Unit Price	Amount
Water Service - Single Long	4	EA	\$2,100.00	\$8,400.00
			Total =	\$8,400.00

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
Sanitary Service - Single	2	EA	\$2,650.00	\$5,300.00
Sanitary Service - Double	1	EA	\$2,100.00	\$2,100.00
Sanitary Sewer Testing - Laterals	155	LF	\$11.00	\$1,705.00
Re-Line Existing Manholes	2	EA	\$6,000.00	\$12,000.00
Total =				\$21,105.00

DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
Repair Underdrain	20	LF	\$115.00	\$2,300.00
Dewatering	1	LS	\$6,150.00	\$6,150.00
Total =				\$8,450.00

WARRANTY BOND

Bond No.: 0233247

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 Two Thousand Nine Hundred Fifty and 50/100 (\$2,950.50) 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 Valencia Del Sol Phase 3D 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 3D 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;

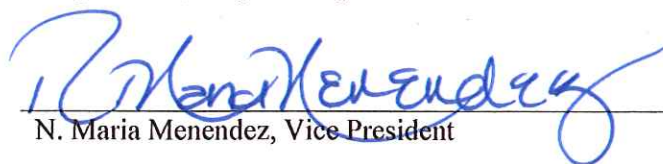
THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 8, 2025.

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

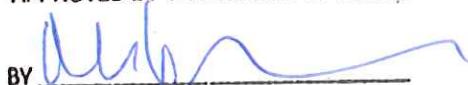
Berkley Insurance Company

Attest:

As Per Attached Power of Attorney


Dale A. Belis, its Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY 
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.\$100,000,000.00)**, 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 to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.

Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President



STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

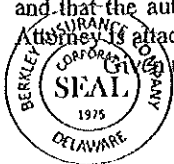
Maria C. Rundbaken
Notary Public, State of Connecticut

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

under my hand and seal of the Company, this 19th day of July, 2021.

Vincent P. Forte
Vincent P. Forte



Valenica Del Sol Phase 3D

Warranty Bond Calculation

Construction costs for the potable water and sanitary sewer system

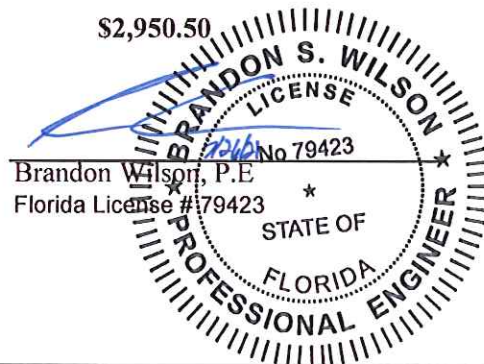
SUMMARY

Water	\$8,400.00
Wastewater	\$21,105.00
Total	\$29,505.00

Warranty Bond Amount (10% of total)

\$2,950.50

Brandon Wilson, P.E.
Florida License #179423



WATER

Description	Quantity	Unit	Unit Price	Amount
Water Service - Single Long	4	EA	\$2,100.00	\$8,400.00
			Total =	\$8,400.00

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
Sanitary Service - Single	2	EA	\$2,650.00	\$5,300.00
Sanitary Service - Double	1	EA	\$2,100.00	\$2,100.00
Sanitary Sewer Testing - Laterals	155	LF	\$11.00	\$1,705.00
Re-Line Existing Manholes	2	EA	\$6,000.00	\$12,000.00
Total =				\$21,105.00

**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., hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to authority contained in Chapters 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 Valencia Del Sol Phase 3D; 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 Valencia Del Sol Phase 3D 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 Valencia Del Sol Phase 3D 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 check 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 N/A ,
dated _____,
with _____,
_____ by order of _____, or
 - b. A Performance Bond, dated July 19, 2021, with Hillsborough County Associates IV, LLLP, as Principal, and Berkley Insurance Company (Bond No. 0233246) as Surety, or
 - c. Escrow Agreement, dated N/A ,
_____, between _____
and the County, or
 - d. 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 Valencia Del Sol Phase 3D at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 23rd
day of July, 2021.

ATTEST:

J. Heath Johnson
Witness Signature

J. Heath Johnson
Printed Name of Witness

Stephen Stimac
Witness Signature

Stephen Stimac
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

John Strowbridge
Printed Name of Signer

Authorized Signatory
Title of Signer

1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL, 33323
Address of Signer

(813) 221-1400
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

Subdivider Agreement for Performance - Placement of Lot Corners.doc

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of July, 2021, by John Strowbridge and _____ respectively President and _____ of Hillsborough County Associates IV, LLC Inc., 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:

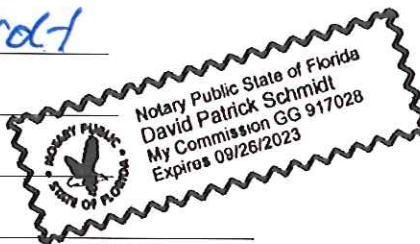
Sign: [Signature] (Seal)

Print: David P. Schmidt

Title or Rank: _____

Serial Number, if any: _____

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 N/A, who is personally known to me or who has produced N/A as identification and who did take an oath.

NOTARY PUBLIC:

Sign: N/A (seal)

Print: N/A

Title or Rank: N/A

Serial Number, if any: N/A

My Commission Expires: N/A

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

Bond No.: 0233246

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 Four Hundred Thirty Seven and 50/100 (\$437.50) 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 Valencia Del Sol Phase 3D 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 Valencia Del Sol Phase 3D 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, Vice President

Berkley Insurance Company

Attest:

As Per Attached Power of Attorney


Dale A. Belis, its Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY 

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. Bells 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.\$100,000,000.00)**, 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 to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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. RUMBACHEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rumbachen
Notary 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 Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 19th day of July, 2021.

Vincent P. Forte
Vincent P. Forte

Valencia Del Sol Phase 3D

Performance Bond Calculation

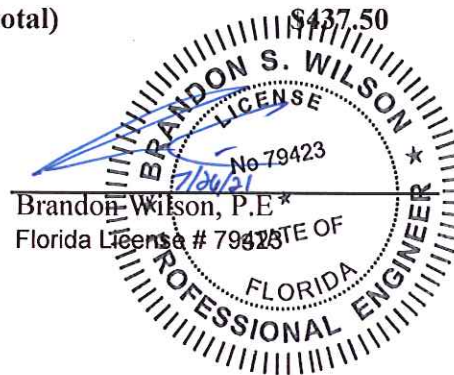
Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$350.00
Total	\$350.00

Performance Bond Amount (125% of total)

\$437.50



Brandon Wilson, P.E.*
Florida License # 79423

Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$350.00	\$350.00
			TOTAL =	\$350.00

BEING A REPEAT OF A PORTION OF TRACT "B-4", 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

A portion of TRACT "B-4" (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 Records of Hillsborough County, Florida, lying in Section 32, Township 31 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

[illegible]

Containing 0.781 acres, more or less.

1. Nothing and Easting coordinates (indicated in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only. Originating Coordinate is "S10UN - PID DG9892".

The lands described hereon are subject to and benefits from the following: Runoff Easement Agreement, as recorded in Official Records Book 19801, Page 133; Pages 34 through 67, inclusive, Runoff Easement Agreement, as recorded in Official Records Book 19801, Page 1303; Declaration and Restrictive Covenant, as recorded in Official Record Book 16116, Page 845; Declaration and Covenants and Restrictions, as recorded Official Record Book 23595, Page 980; Declaration of Covenants, Restrictions and Easements for VALENCIA DEL SOL PHASE I, as recorded in Official Record Book 26511, Page 595; First Amendment to the Declaration of Covenants, Restrictions and Easements for VALENCIA DEL SOL PHASE II, as recorded in Second Amended Plat Volubed No. V-Valued Subst. #2201937-20, Instrument #22025466258; Second Amendment to the Declaration of Covenants, Restrictions and Easements for VALENCIA DEL SOL, #2020423415; Third Amendment to the Declaration of Covenants, Restrictions and Easements for VALENCIA DEL SOL, Instrument #20205466258.

3. Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.

4. Drainage Elements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds as required by the Land Development Code. This note shall appear on each affected lot.

5. All planned utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

3. All lines that intersect a curve that are not labeled Non-Radial (NR) are Radial.

7. This Private Subdivision contains rights-of-ways, easements, and other common areas which are neither owned nor maintained by Harborsouth County.

County of Hillsborough
State of Florida

I hereby certify that the subdivision plat meets the requirements in form, of Chapter 177 Part I of the Florida Statutes and has been filed for record in Plat Book _____, Page _____, of the Public Records of Hillsborough County, Florida.

BY _____
 Clerk of Circuit Court

BY _____
 Deputy Clerk

This _____ day of _____, 2021.

TIME _____

CLEX FILE NUMBER

This plot has been approved for recordation.

Chairman _____ Date _____

This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.

Reviewed By: _____
 Melissa Professional Surveyor and Mapper, License # _____
 Survey Section, Geospatial & Land Acquisition Services Department, Hillsborough County

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DOES HEREBY DEDICATE THIS PLAT OF VALENCIA DEL SOL, PHASE 3D FOR RECORD. 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:

PROPERTY OWNERS' ASSOCIATION OR OTHER CUSTODIAL AND MAINTENANCE ENTITY, SUBSEQUENT TO THE RECORDING OF THIS PLAT, AND SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY.

THE SHARPER ESTATE HAS HERETOFORE RECEIVED AT THE OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID EASEMENTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

OWNER DOES HEREBY GRANT TO ALL PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA SERVICE, AND ACROSS THE AREAS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENTS, A NON-EXCLUSIVE ACCESS EASEMENT OVER THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES AND RELATED PURPOSES FOR THE BENEFIT OF THE LOT OWNERS HEREIN.

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: HILLSBOROUGH COUNTY ASSOCIATES IV, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP BY: HILLSBOROUGH COUNTY IV CORPORATION, ITS GENERAL PARTNER.

RICHARD A. ARKIN
VICE PRESIDENT

WITNESS,

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH
 WORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE THIS _____ DAY OF _____, 2021,
 RICHARD A. ARKIN AS VICE PRESIDENT OF HILLSBOROUGH COUNTY IV CORPORATION, THE GENERAL PARTNER OF
 HILLSBOROUGH COUNTY ASSOCIATES IV, L.L.P., A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, QUALIFIED TO
 TRANSACT BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF SAID CORPORATION AND LIMITED LIABILITY LIMITED
 PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED
 _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

PRINTED NAME OF NOTARY: _____

COMMISSION NUMBER: _____

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

The undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the land being subdivided, that the plat was prepared under my direction and supervision, that this plat complies with all the requirements of Chapter 177, Part I, Florida Statutes, and the Haliburton County Land Development Code, that permanent boundary monuments (PRMs) were set on the 1st day of June, 2021, as shown hereon, and that permanent control points (PCPs) and lot corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

David A. Williams, (License No. LS6423)
Florida Professional Surveyor and Mapper
eSPoint Surveying, Inc.
13 Hobbs Street, Tampa, FL 33619
Contact Business Number LB 7788



213 Hobbs Street
Tampa, Florida 33619
www.econolabsurvey.com
Phone: (813) 248-8858
Fax: (813) 248-2766
Licenses/Insurance Number: 1317768

VALENCIA DEL SOL PHASE 3D

BEING A REPLAT OF A PORTION OF TRACT "B-4", 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



SCALE 1" = 40'

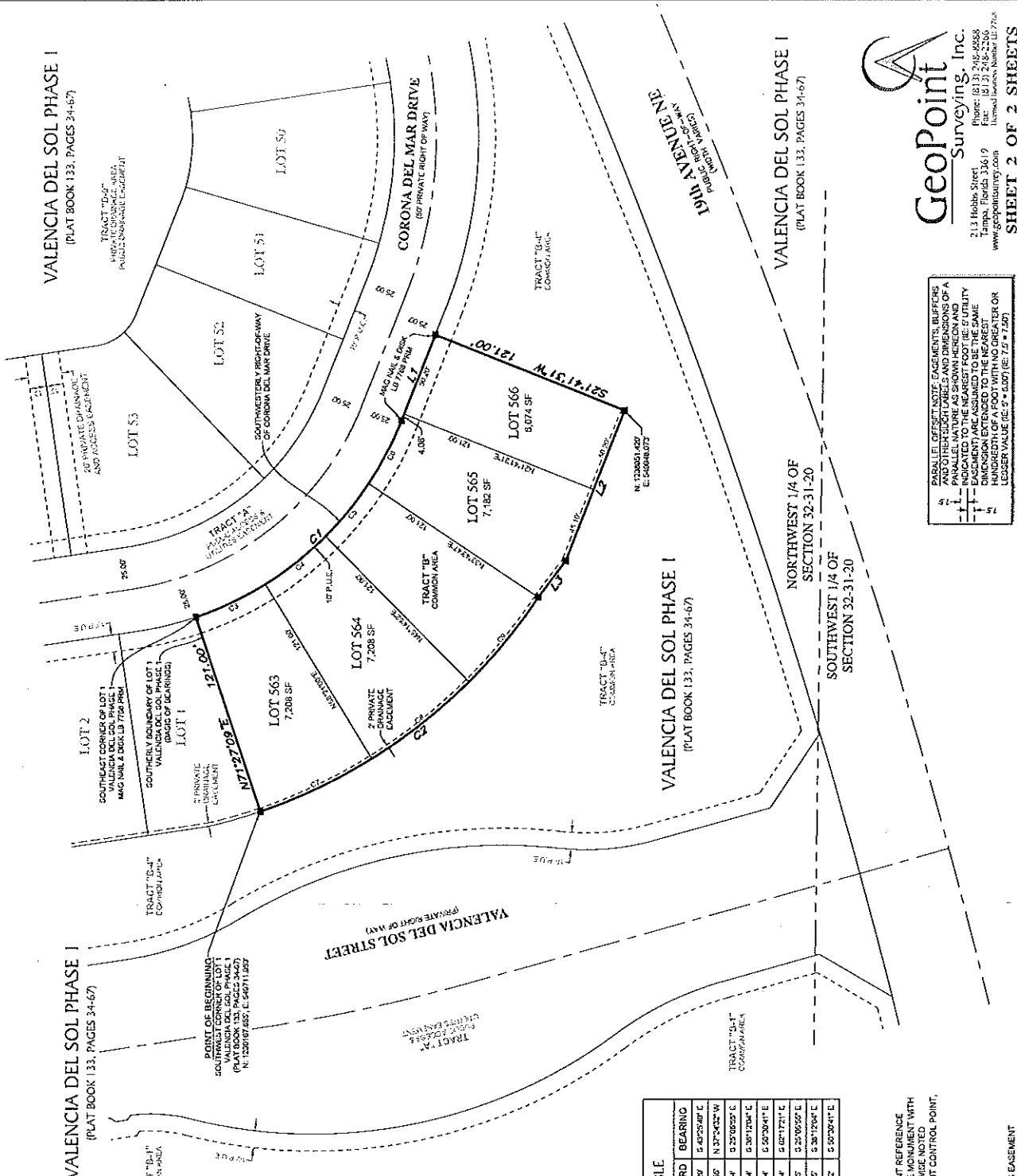
BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON SOUTHERLY BOUNDARY OF LOT 1, VALENCIA DEL SOL PHASE 1, RECORDED IN PLAT BOOK 133, PAGES 34-67, OF N 71°27'09" E. THE GRID BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH FLORIDA ZONE, NAD 83 (2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.

NO.	BEARING	LENGTH
L1	S 01°16'29" E	54.38'
L2	N 08°16'29" W	56.38'
L3	N 51°04'52" W	20.37'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	200.00'	40°45'36"	173.70'	106.20'	S 40°25'48" E
C2	321.00'	37°45'23"	211.54'	202.50'	N 37°24'32" W
C3	200.00'	13°00'00"	45.74'	45.84'	S 25°00'25" E
C4	200.00'	13°00'00"	45.74'	45.84'	S 38°15'04" E
C5	200.00'	11°31'05"	40.21'	40.14'	S 50°20'41" E
C6	200.00'	12°02'15"	43.92'	41.84'	S 02°11'21" E
C7	321.00'	13°00'00"	73.41'	73.25'	S 25°00'25" E
C8	321.00'	13°00'00"	73.41'	73.25'	S 38°15'04" E
C9	321.00'	11°31'05"	64.52'	64.42'	S 50°20'41" E

- LEGEND:
- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"X4" CONCRETE MONUMENT WITH DISK LB7768 UNLESS OTHERWISE NOTED
 - INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK LB7768
 - P.O. PAGE
 - SF SQUARE FEET
 - NR NON-RADIAL LINE
 - P.B. PLAT BOOK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.D.A.E. PRIVATE DRAINAGE & ACCESS EASEMENT



PARALLEL OFFSET NOTIF. EASEMENTS, BUFFER OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (FE) UTILITY EASEMENTS, BUFFER OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST HUNDREDTH OF A FOOT (H) WITH NO GREATER OR LESSER VALUE (E.G. 9' 0.00' (E) 7.0' 7.00')

GeoPoint
Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 246-8858
Fax: (813) 246-2266
www.geopointsurvey.com
Licensed Surveyor Number: 127764

SHEET 2 OF 2 SHEETS