

SUBJECT: Williams Pointe aka Folsom Property
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: October 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Williams Pointe aka Folsom Property, located in Section 20, Township 28, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the On-site and off-Site Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$2,140,299.64, a Warranty Bond in the amount of \$171,223.975, 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 \$15,625.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

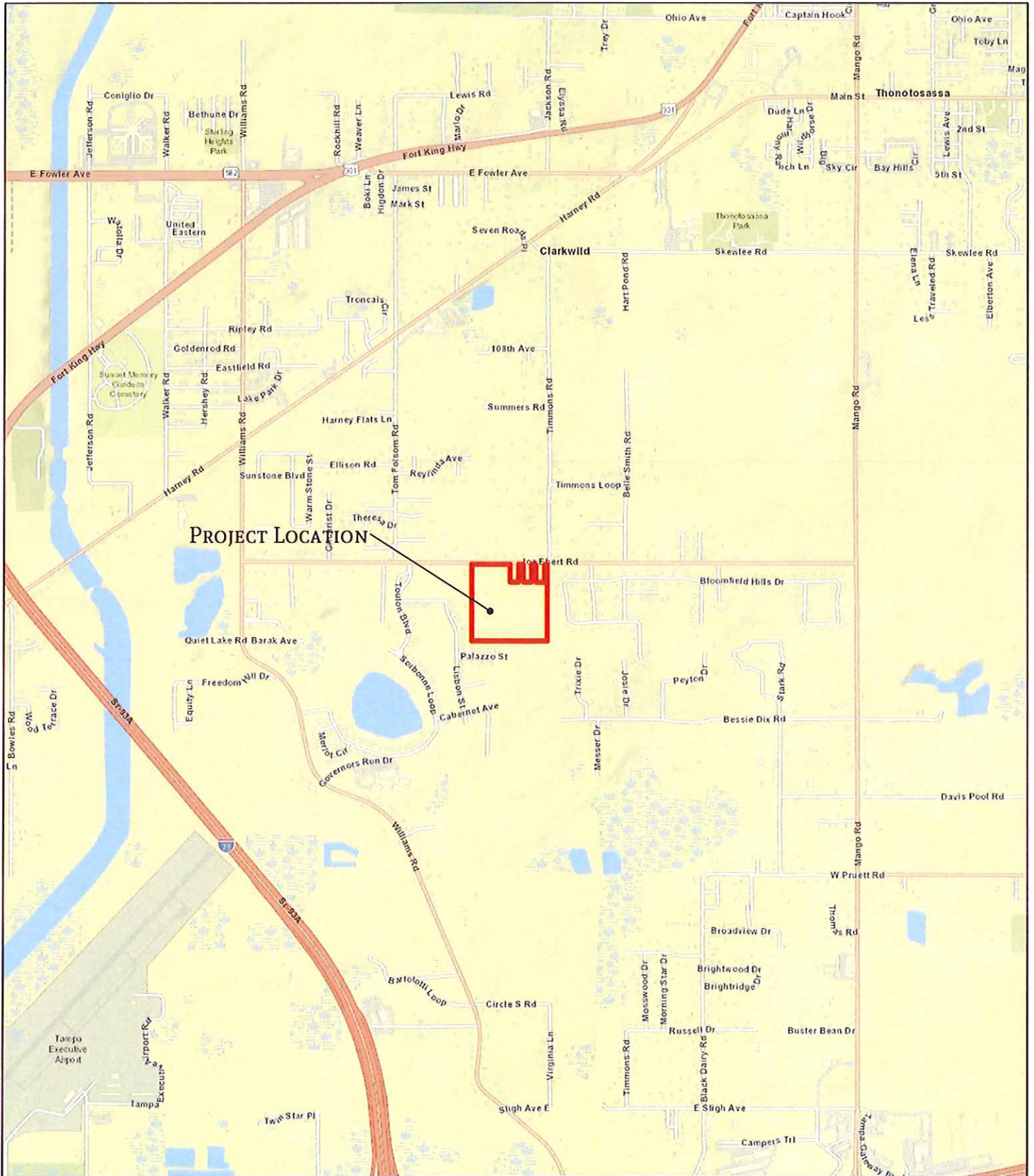
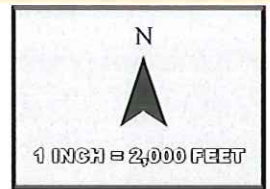
BACKGROUND:

On February 9, 2021, Permission to Construct Prior to Platting was issued for Williams Pointe aka Folsom Property. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is KB Home Tampa, LLC and the engineer is LevelUp Consulting, LLC.



FOLSOM PROPERTY PROJECT LOCATION MAP

CLIENT: KB HOME



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

This Agreement is made and entered into this _____ day of _____, 20____, by and between KB Home Tampa, LLC 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 Williams Pointe and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as Williams Pointe 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 and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the Williams Pointe Subdivision; and

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

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

_____ and

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and

made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with Williams Pointe 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, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the Improvements constructed in connection with Williams Pointe 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 August 17, 2021, with KB Home Tampa, LLC as Principal, and The Continental Insurance Company (Bond No. 30120469) as Surety, and A Warranty Bond, dated August 17, 2021, with KB Home Tampa, LLC as Principal, and The Continental Insurance Company (Bond No. 30120469-M) 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 on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit,


performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

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

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

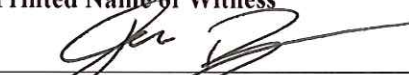
IN WITNESS WHEREOF, the parties hereto have executed these presents, this 17th day of August, 2021.

ATTEST:



Witness' Signature
(Signed before a Notary Public and 2 Witnesses)
Adam Lerner

Printed Name of Witness



Witness' Signature
Larry Buckner

Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:


By: _____
Authorized Corporate Officer or Individual

Tara Shipley
Name (typed, printed or stamped)

Vice President of Finance
Title

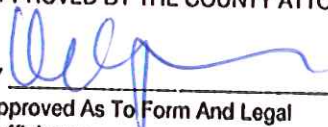
4105 Crescent Park Drive, Riverview, FL 33578
Address of Signer

(813) 387-9606
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of August, 2021, by Tara Shipley Vice President of Finance of KB Home Tamp, LLC, a corporation under the laws of the state of Delaware 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: CRAIG WIGGINS

Title or Rank: NOTARY PUBLIC

Serial Number, if any: _____

My Commission Expires: FEBRUARY 13, 2022



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____ N/A

COUNTY OF _____ N/A

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

NOTARY PUBLIC:

Sign: _____ N/A (seal)

Print: _____ N/A

Title or Rank: _____ N/A

Serial Number, if any: _____ N/A

My Commission Expires: _____ N/A

Bond No: 30120469

SUBDIVISION PERFORMANCE BOND On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we, KB Home Tampa, LLC called the Principal and The Continental 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 Million, One-Hundred and Forty Thousand, Two-Hundred Ninety-Nine and Sixty-Four Cents (\$2,140,299.64) 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 associated off-site area; and

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Williams Pointe subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 17th day of August, 2021.

ATTEST:



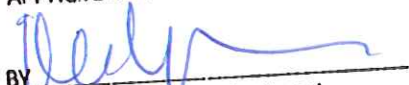
KB Home Tampa, LLC

BY: 

PRINCIPAL

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 

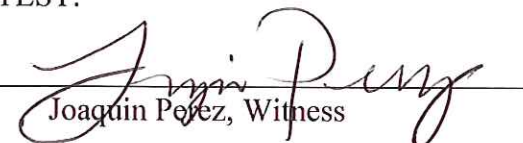
Approved As To Form And Legal Sufficiency. *as amended*

The Continental Insurance Company

SURETY

(SEAL)

ATTEST:


Joaquin Perez, Witness



Brenda Wong ATTORNEY-IN-FACT

(SEAL)



SURETY RIDER

To be attached to and form a part of

Bond No. 30120469

dated August 17, 2021
effective _____
(MONTH-DAY-YEAR)

executed by KB Home Tampa, LLC, as Principal,
(PRINCIPAL)

and by The Continental Insurance Company, as Surety,

in favor of Board of County Commissioners of Hillsborough County, Florida
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date from:

October 8, 2023

To:
November 12, 2023

APPROVED BY THE COUNTY ATTORNEY

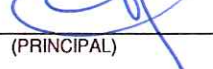
BY 
Approved As To Form And Legal
Sufficiency.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective September 16, 2021
(MONTH-DAY-YEAR)

Signed and Sealed September 16, 2021
(MONTH-DAY-YEAR)

KB Home Tampa, LLC
(PRINCIPAL)

By: 
(PRINCIPAL)

The Continental Insurance Company
(SURETY)

By: 
My Hua, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On SEP 16 2021 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----,
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2020.

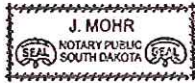


The Continental Insurance Company

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of

SEP 16 2021



The Continental Insurance Company

D. Johnson Assistant Secretary

Form F6850-4/2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On AUG 17 2021 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

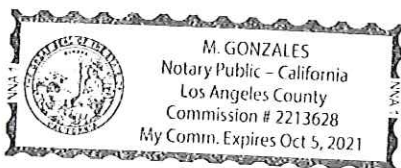
WITNESS my hand and official seal.

(seal)

Signature

M. Gonzales

M.Gonzales, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Brenda Wong

, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30120469
Principal: KB Home Tampa, LLC
Obligee: Board of County Commissioners of Hillsborough County, Florida

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 17 day of August, 2021.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Williams Pointe

Performance Bond Calculation


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

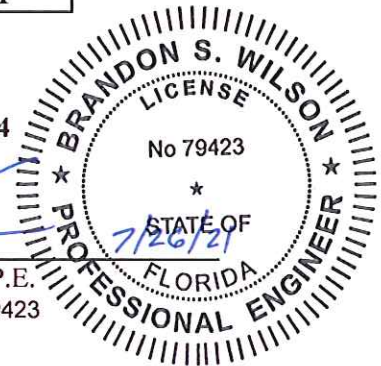
SUMMARY

Paving	\$421,640.77
Water	\$248,043.94
Wastewater	\$626,252.29
Drainage	\$416,302.71
Offsite	\$1,194,590.66
Total	\$1,712,239.71

Performance Bond Amount (125% of total)

\$2,140,299.64


Brandon Wilson, P.E.
Florida License # 79423



PAVING

Item	Quantity	Unit	Unit Price	Total
1 1/2" Type SP - 12.5 Asphalt	11082	SY	\$ 8.57	\$ 94,972.74
6" Crushed Concrete Base	11082	SY	\$ 10.70	\$ 118,577.40
12" Stabilized Subgrade (LBR-40)	11082	SY	\$ 3.50	\$ 38,787.00
Miami Curb	9318	LF	\$ 13.35	\$ 124,395.30
6" Reinforced Concrete Sidewalk (5')	406	LF	\$ 27.05	\$ 10,982.30
Signage & Striping	1	LS	\$ 10,727.00	\$ 10,727.00
Handicap Ramps (Complete w/ detectable warnings)	7	LS	\$ 1,140.49	\$ 7,983.43
Maintenance of Traffic	1	EA	\$ 15,215.60	\$ 15,215.60
		Total		\$ 421,640.77

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
6" PVC Water Main	4704	LF	\$ 15.91	\$ 74,840.64
4" PVC Water Main	464	LF	\$ 15.06	\$ 6,987.84
6" Gate Valve Assembly	19	EA	\$ 1,071.94	\$ 20,366.86
4" Gate Valve Assembly	4	EA	\$ 871.93	\$ 3,487.72
6"x6" Tee	6	EA	\$ 359.96	\$ 2,159.76
12"x6" Tee	1	EA	\$ 620.86	\$ 620.86
6"x4" Reducer	4	EA	\$ 205.57	\$ 822.28
6"x6" Cross	1	EA	\$ 481.24	\$ 481.24
Fire Hydrant Assembly	11	EA	\$ 4,956.45	\$ 54,520.95
1" Water Service (Short)	78	EA	\$ 335.88	\$ 26,198.64
1" Water Service (Long)	53	EA	\$ 401.77	\$ 21,293.81
Water Service to Lift Station	1	EA	\$ 3,134.01	\$ 3,134.01
4" Blow off	4	EA	\$ 1,858.16	\$ 7,432.64
6" Blow off	2	EA	\$ 1,895.48	\$ 3,790.96
Temporary Construction Master Meter	1	EA	\$ 16,001.08	\$ 16,001.08
Temporary Sample Point	8	EA	\$ 236.89	\$ 1,895.12
Chlorine Injection Point	1	EA	\$ 236.89	\$ 236.89
Chlorination & Pressure Testing	5168	EA	\$ 0.73	\$ 3,772.64
			Total	\$ 248,043.94

SANITARY SEWERAGE

Item	Quantity	Unit	Unit Price	Total
8" PVC (0'-6')	1153	LF	\$ 18.19	\$ 20,973.07
8" PVC (6'-8')	2135	LF	\$ 19.65	\$ 41,952.75
8" PVC (8'-10')	798	LF	\$ 21.58	\$ 17,220.84
8" PVC (10'-12')	285	LF	\$ 24.29	\$ 6,922.65
8" PVC (12'-14')	130	LF	\$ 26.09	\$ 3,391.70
Sanitary Manhole (0'-6')	6	EA	\$ 3,027.20	\$ 18,163.20
Sanitary Manhole (6'-8')	6	EA	\$ 3,357.14	\$ 20,142.84
Sanitary Manhole (8'-10')	1	EA	\$ 3,703.46	\$ 3,703.46
Sanitary Drop Manhole (8'-10')	3	EA	\$ 5,741.48	\$ 17,224.44
Sanitary Drop Manhole (12'-14')	2	EA	\$ 7,310.00	\$ 14,620.00
Sanitary Service - Single	19	EA	\$ 679.93	\$ 12,918.67
Sanitary Service - Double	56	EA	\$ 1,052.82	\$ 58,957.92
Dewatering	1	EA	\$ 36,098.02	\$ 36,098.02
TV Inspection	4501	LF	\$ 2.48	\$ 11,162.48
Pump Station	1	LF	\$ 312,849.26	\$ 312,849.26
4" PVC Forcemain (DR-18)	628	EA	\$ 18.66	\$ 11,718.48
4" Plug Valve Assembly	2	EA	\$ 886.86	\$ 1,773.72
Pressure Testing	628	EA	\$ 4.44	\$ 2,788.32
Sewer Main Exfiltration Test	4501	LF	\$ 1.27	\$ 5,716.27
Manhole Exfiltration Test	18	LF	\$ 441.90	\$ 7,954.20
			Total	\$ 626,252.29

STORM DRAINAGE

Item	Quantity	Unit	Unit Price	Total
15" RCP	327	LF	\$ 41.74	\$ 13,648.98
18" RCP	1374	LF	\$ 50.00	\$ 68,700.00
24" RCP	1199	LF	\$ 65.04	\$ 77,982.96
30" RCP	766	LF	\$ 83.10	\$ 63,654.60
36" RCP	166	LF	\$ 109.33	\$ 18,148.78
Type C Grate Inlet	2	EA	\$ 1,968.71	\$ 3,937.42
Type 1 Curb Inlet	21	EA	\$ 4,213.78	\$ 88,489.38
Type 2 Curb Inlet	5	EA	\$ 4,631.69	\$ 23,158.45
Type 3 Curb Inlet	1	EA	\$ 5,838.35	\$ 5,838.35
Storm Manhole	5	EA	\$ 2,293.16	\$ 11,465.80
18" RCP MES	1	EA	\$ 1,423.67	\$ 1,423.67
30" RCP MES	1	EA	\$ 5,902.36	\$ 5,902.36
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Emergency Overflow Weir	1	SF	\$ 6,348.09	\$ 6,348.09
TV Inspection	3832	LS	\$ 6.31	\$ 24,179.92
			Total	\$ 416,302.71

OFFSITE

Item	Quantity	Unit	Unit Price	Total
PAVING				
Maintenance of Traffic	1	LS	\$ 32,744.06	\$ 32,744.06
Signing and Pavement Markings	1	LS	\$ 16,406.00	\$ 16,406.00
Stabilization Type B - Full Depth Base	1261	SY	\$ 10.02	\$ 12,635.22
Milling (1" Avg Depth)	1	LS	\$ 13,619.66	\$ 13,619.66
Base Optional (Base Group 9)	1261	LF	\$ 19.46	\$ 24,539.06
Superpave Asphaltic Concrete (Traffic C)	1261	LF	\$ 20.21	\$ 25,484.81
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6" Sidewalk	689	LF	\$ 50.49	\$ 34,787.61
			Subtotal	\$ 170,972.75
WATER				
12" DIP Water Main	987	LF	\$ 77.62	\$ 76,610.94
12" Gate Valve	3	EA	\$ 2,931.94	\$ 8,795.82
24" Dia. Steel Casing	75	LF	\$ 157.47	\$ 11,810.25
Temporary Sample Point	3	EA	\$ 236.89	\$ 710.67
Chlorine Injection Point	1	EA	\$ 236.89	\$ 236.89
Relocate Existing Fire Hydrant	1	EA	\$ 6,246.11	\$ 6,246.11
Abandon Existing Water Main	987	LF	\$ 31.26	\$ 30,853.62
Connect to Existing Water Main	2	EA	\$ 6,030.49	\$ 12,060.98
			Subtotal	\$ 147,325.28
WASTEWATER				
4" PVC Forcemain (DR 18)	4198	LF	\$ 22.24	\$ 93,363.52
12" Dia Steel Casing	394	LF	\$ 141.21	\$ 55,636.74
12" Jack & Bore	176	LF	\$ 581.70	\$ 102,379.20
4" x 6" Tapping Sleeve & Valve	1	EA	\$ 6,903.10	\$ 6,903.10
4" Plug Valve	4	EA	\$ 886.87	\$ 3,547.48
Air Release Valve	1	EA	\$ 8,506.11	\$ 8,506.11
Coonect to Existing Forcemain	1	EA	\$ 4,211.27	\$ 4,211.27
Presure Testing	4198	LF	\$ 1.06	\$ 4,449.88
			Subtotal	\$ 278,997.30
			Total	\$ 1,194,590.66

WARRANTY BOND On-Site and Off-Site

Bond No: 30120469-M

KNOW ALL MEN BY THESE PRESENTS, That we KB Home Tampa, LLC called the Principal and _____ The Continental Insurance Company _____ called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Hundred Seventy-One Thousand Two-Hundred Twenty-Three Dollars and Ninety-Seven Cents (\$171,223.97) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the on-site and off-site improvement facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Construction and Warranty of the Required Improvements", the

terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

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

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

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

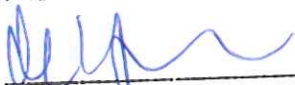
THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 08, 2025.

SIGNED, SEALED AND DATED this 17th day of August, 20 21.

ATTEST:



APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

as amended

ATTEST:


Joaquin Perez, Witness

KB Home Tampa, LLC

BY: 
PRINCIPAL (SEAL)

The Continental Insurance Company
SURETY (SEAL)


Brenda Wong, ATTORNEY-IN-FACT (SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On AUG 17 2021 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

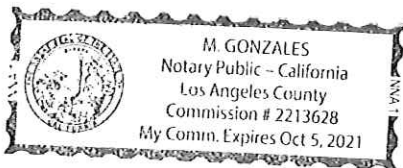
WITNESS my hand and official seal.

(seal)

Signature

M. Gonzales

M.Gonzales, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Brenda Wong

, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30120469-M
Principal: KB Home Tampa, LLC
Obligee: Board of County Commissioners of Hillsborough County, Florida

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 17 day of August, 2021.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary



SURETY RIDER

To be attached to and form a part of

Bond No. 30120469-M

dated August 17, 2021
effective _____
(MONTH-DAY-YEAR)

executed by KB Home Tampa, LLC, as Principal,
(PRINCIPAL)

and by The Continental Insurance Company, as Surety,

in favor of Board of County Commissioners of Hillsborough County, Florida
(OBLIGEE)


in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date from:

October 8, 2025

To:
November 12, 2025

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.


This rider is effective September 16, 2021
(MONTH-DAY-YEAR)

Signed and Sealed September 16, 2021
(MONTH-DAY-YEAR)

KB Home Tampa, LLC
(PRINCIPAL)

By: 
(PRINCIPAL)

The Continental Insurance Company
(SURETY)

By: 
My Hua, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On SEP 16 2021 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----,
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2020.

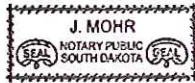


The Continental Insurance Company

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

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SEP 16 2021



The Continental Insurance Company

D. Johnson Assistant Secretary

Williams Pointe

Warranty Bond Calculation

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

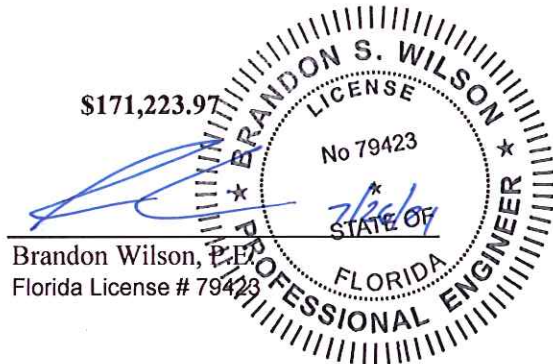
SUMMARY

Paving	\$421,640.77
Water	\$248,043.94
Wastewater	\$626,252.29
Drainage	\$416,302.71
Offsite	\$1,194,590.66
Total	\$1,712,239.71

Performance Bond Amount (10% of total)

\$171,223.97

Brandon Wilson, P.E.
Florida License # 79423



PAVING

Item	Quantity	Unit	Unit Price	Total
1 1/2" Type SP - 12.5 Asphalt	11082	SY	\$ 8.57	\$ 94,972.74
6" Crushed Concrete Base	11082	SY	\$ 10.70	\$ 118,577.40
12" Stabilized Subgrade (LBR-40)	11082	SY	\$ 3.50	\$ 38,787.00
Miami Curb	9318	LF	\$ 13.35	\$ 124,395.30
6" Reinforced Concrete Sidewalk (5')	406	LF	\$ 27.05	\$ 10,982.30
Signage & Striping	1	LS	\$ 10,727.00	\$ 10,727.00
Handicap Ramps (Complete w/ detectable warnings)	7	LS	\$ 1,140.49	\$ 7,983.43
Maintenance of Traffic	1	EA	\$ 15,215.60	\$ 15,215.60
		Total		\$ 421,640.77

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
6" PVC Water Main	4704	LF	\$ 15.91	\$ 74,840.64
4" PVC Water Main	464	LF	\$ 15.06	\$ 6,987.84
6" Gate Valve Assembly	19	EA	\$ 1,071.94	\$ 20,366.86
4" Gate Valve Assembly	4	EA	\$ 871.93	\$ 3,487.72
6"x6" Tee	6	EA	\$ 359.96	\$ 2,159.76
12"x6" Tee	1	EA	\$ 620.86	\$ 620.86
6"x4" Reducer	4	EA	\$ 205.57	\$ 822.28
6"x6" Cross	1	EA	\$ 481.24	\$ 481.24
Fire Hydrant Assembly	11	EA	\$ 4,956.45	\$ 54,520.95
1" Water Service (Short)	78	EA	\$ 335.88	\$ 26,198.64
1" Water Service (Long)	53	EA	\$ 401.77	\$ 21,293.81
Water Service to Lift Station	1	EA	\$ 3,134.01	\$ 3,134.01
4" Blow off	4	EA	\$ 1,858.16	\$ 7,432.64
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			Total	\$ 416,302.71

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Signing and Pavement Markings	1	LS	\$ 16,406.00	\$ 16,406.00
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6" Sidewalk	689	LF	\$ 50.49	\$ 34,787.61
			Subtotal	\$ 170,972.75
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Air Release Valve	1	EA	\$ 8,506.11	\$ 8,506.11
Coonect to Existing Forcemain	1	EA	\$ 4,211.27	\$ 4,211.27
Presure Testing	4198	LF	\$ 1.06	\$ 4,449.88
			Subtotal	\$ 278,997.30
			Total	\$ 1,194,590.66

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

This Agreement made and entered into this ____ day of _____, 2021 by and between KB Home Tampa, LLC, 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 Williams Pointe; 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 Williams Pointe 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 Williams Pointe 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 August 17, 2021 , with KB Home Tampa, LLC
as Principal, and The Continental Insurance Company (Bond No. 30120468)
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 Williams Pointe 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 17th day of August, 2021.

ATTEST:



Witness Signature

Adam Lerner

Printed Name of Witness



Witness Signature

Larry Buckner


Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: 

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

Tara Shipley

Printed Name of Signer

Vice President of Finance

Title of Signer

4105 Crescent Park Drive, Riverview, FL 33578
Address of Signer


(813) 387-9606

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of August, 2021, by Tara Shipley Vice President of Finance of KB Home Tampa, LLC, a corporation under the laws of the state of Delaware 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: CRAIG WIGGINS

Title or Rank: NOTARY PUBLIC

Serial Number, if any: _____

My Commission Expires: FEBRUARY 13, 2022



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF N/A

COUNTY OF N/A

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

NOTARY PUBLIC:

Sign: 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: 30120468

KNOW ALL MEN BY THESE PRESENTS, That we KB Home Tampa, LLC called the Principal, and The Continental Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Fifteen Thousand Six Hundred Twenty-Five Dollars (\$15,625.00) 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, 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 Williams Pointe 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 Williams Pointe 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 17th day of August, 2021.

ATTEST:



KB Home Tampa, LLC

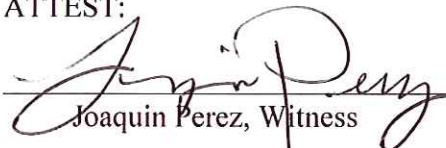
BY: 

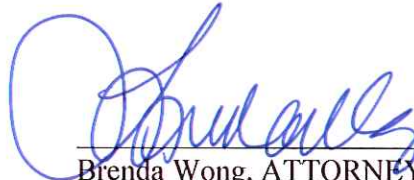
PRINCIPAL (SEAL)

The Continental Insurance Company

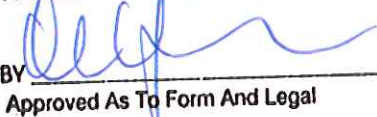
SURETY (SEAL)

ATTEST:


Joaquin Perez, Witness


Brenda Wong, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

As amended

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On AUG 17 2021 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

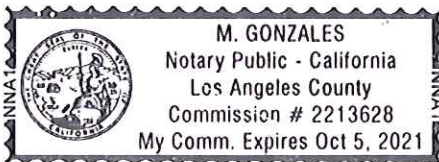
WITNESS my hand and official seal.

(seal)

Signature

M. Gonzales

M.Gonzales, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Brenda Wong

, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30120468
Principal: KB Home Tampa, LLC
Obligee: Board of County Commissioners of Hillsborough County, Florida

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

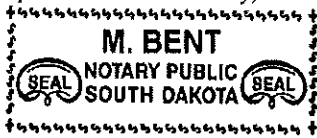


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 17 day of August, 2021.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary



SURETY RIDER

To be attached to and form a part of

Bond No. 30120468

dated effective August 17, 2021
(MONTH-DAY-YEAR)

executed by KB Home Tampa, LLC, as Principal,
(PRINCIPAL)

and by The Continental Insurance Company, as Surety,

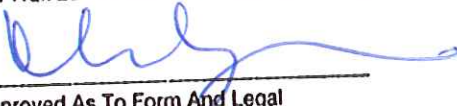
in favor of Board of County Commissioners of Hillsborough County, Florida
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date from:

October 8, 2023

To:
November 12, 2023

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective September 16, 2021
(MONTH-DAY-YEAR)

Signed and Sealed September 16, 2021
(MONTH-DAY-YEAR)

KB Home Tampa, LLC
(PRINCIPAL)

By: 
(PRINCIPAL)

The Continental Insurance Company
(SURETY)

By: 
My Hua, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)

County of Orange)

On SEP 16 2021 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----,
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



Kathy R Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2020.



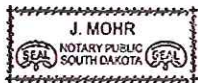
The Continental Insurance Company

Paul T. Bruflat (Signature)

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr (Signature)

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of

SEP 16 2021



The Continental Insurance Company

D. Johnson (Signature)

D. Johnson Assistant Secretary

Form F6850-4/2012

Williams Pointe

Performance Bond Calculation

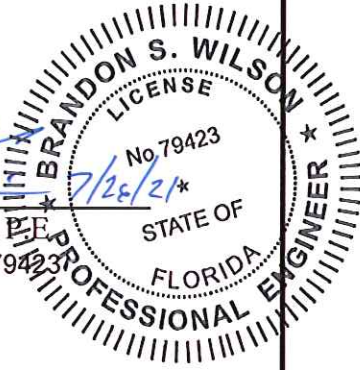
Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$12,500.00
Total	\$12,500.00

Performance Bond Amount (125% of total) **\$15,625.00**


Brandon Wilson, P.E.
Florida License # 79423



Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$12,500.00	\$12,500.00
			TOTAL =	\$12,500.00

WILLIAMS POINTE
LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 28 SOUTH, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN THENCE ALONG THE SOUTH BOUNDARY THEREOF, N89°43'28"W, A DISTANCE OF 1321.05 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, N00°08'27"E, A DISTANCE OF 1307.24 FEET TO A POINT ON THE SOUTHERLY MAINWALL RIGHT-OF-WAY OF JOE EBERT ROAD; THENCE ALONG SAID SOUTHERLY MAINWALL RIGHT-OF-WAY THE FOLLOWING COURSES: 1) S88°31'29"E, A DISTANCE OF 3814 FEET; 2) N89°44'27"E, A DISTANCE OF 168.07 FEET; 3) S88°31'29"E, A DISTANCE OF 3817 FEET; 4) N89°44'27"E, A DISTANCE OF 113.99 FEET; 5) S88°31'29"E, A DISTANCE OF 13.97 FEET; 6) N89°47'47"E, A DISTANCE OF 8.81 FEET; THENCE S00°02'09"E, A DISTANCE OF 302.98 FEET; THENCE S89°43'23"E, A DISTANCE OF 609.56 FEET; THENCE N00°02'31"W, A DISTANCE OF 201.81 FEET TO A POINT ON APPROXIMATE SOUTHERLY MAINWALL RIGHT-OF-WAY OF JOE EBERT ROAD; THENCE ALONG SAID SOUTHERLY MAINWALL RIGHT-OF-WAY, N89°19'32"E, A DISTANCE OF 49.58 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20; THENCE ALONG SAID EAST BOUNDARY, S00°00'30"W, A DISTANCE OF 1063.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,351 ACRES, MORE OR LESS.

PLAT NOTES:

- 1) BOUNDRIES SHOWN HEREON ARE BASED ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20 HAVING A BEARING OF S00°02'09"E AND A DISTANCE OF 1133.99 FEET TO THE STATE PLANNED RIGHT-OF-WAY CENTERLINE, APPROXIMATELY SHOWN ON PLAT 65-1990 (ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
- 2) 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 DEVELOPER/PLANT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- 3) NOTICE THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LOTS DESCRIBED HEREON AND WILL, UNDER 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.
- 4) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA WEST TRANSFERRED MERIDIAN STATE PLANE COORDINATE SYSTEM. THE BASIS OF GRID BOUNDARIES IS THE LONGMAN L-UNIT GPS NETWORK NORTH AMERICAN DATUM OF 1983 (NAD83) THROUGH SPATIAL REFERENCE SYSTEM 1990 ADJUSTMENT, AND VERIFIED THROUGH NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL STATION THONOTOSAGA, A. THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.
- 5) ALL PLATTED UTILITY EXPANSIONS SHALL PROVIDE THAT SUCH EXPANSIONS SHALL ALSO BE EXPANSIONS 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.
- 6) FINANCE EXPANSIONS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, DRIVEWAYS, IMPROVED SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, PILES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HERDS, AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING AND STORMWATER DRAINAGE AND RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE. THIS NOTE SHALL APPLY ON EACH ATTACHED DEED.
- 7) THIS SUBDIVISION CONTAINS AREAS WHICH ARE INTEREST OWNED NOR MAINWALL BY HILLSBOROUGH COUNTY.
- 8) THE LAND DESCRIBED HEREON IS SUBJECT TO AND BENEFITS FROM THE FOLLOWING EASEMENT IN FAVOR OF TAHERA ELECTRIC COMPANY, RECORDED IN OFFICIAL RECORD BOOK 3414, PAGE 639 (IN PROCESS OF RECORD), EASEMENT IN FAVOR OF TAHERA ELECTRIC COMPANY, RECORDED IN OFFICIAL RECORD BOOK 3404, PAGE 639 (IN PROCESS OF RECORD), EASEMENT IN FAVOR OF TAHERA ELECTRIC COMPANY, RECORDED IN OFFICIAL RECORD BOOK 1884, PAGE 639 (IN PROCESS OF RECORD), AND ALL OTHER PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

**CLERK OF THE CIRCUIT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA**

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART 1 OF 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 _____
CLERK FILE NUMBER _____

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDED:

CHAIRMAN _____ DATE _____

DEDICATION:

THE UNDERSIGNED AS OWNER OF THE LOTS PLATTED HEREON DOES HEREBY DEDICATE THIS TRACT TO THE PUBLIC AS ADDITIONAL RIGHT-OF-WAY FOR JOE EBERT ROAD. TRACT R-1 AND R-2 ARE HEREBY DEDICATED TO HILLSBOROUGH COUNTY FOR THE TRACTS R-1 AND R-2 ARE HEREBY DEDICATED TO HILLSBOROUGH COUNTY FOR PUBLIC USE AS A PUMP STATION SITE.

PRIVATE ACCESS AND MAINTENANCE EASEMENTS ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER DISTRICT AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. THE BENEFIT OF THE LOT OWNER WITHIN THE SUBDIVISION SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

THE INTEREST IN TRACTS A, B, C, D, E AND F ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER DISTRICT AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. THE BENEFIT OF THE LOT OWNER WITHIN THE SUBDIVISION SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

SAID TRACTS A, B, C, D, E, F AND ALL PRIVATE ACCESS AND MAINTENANCE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.

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

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY OF JOE EBERT ROAD AS SHOWN THEREON.

OWNER: 98 HOME TAYRA LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: FRED WANDERCOOK, PRESIDENT _____

WITNESS _____ WITNESS _____
PRINT _____ PRINT _____

**ACKNOWLEDGMENT
STATE OF FLORIDA**

SHOWN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PERSONAL PRESENCE, THE _____
AS PRESIDENT OF 98 HOME TAYRA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Sign _____
Date _____
Commission No. _____ Expires _____

GeoPoint
Surveying, Inc.

213 Hobbs Street
Tampa, Florida 33606
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www.geopointsurvey.com
Licensed Surveyor Number 18774

SHEET 1 OF 8 SHEETS

DAVID A. WILLIAMS (LICENSE NO. 128423)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
C/O GEOPPOINT SURVEYING, INC.
213 HOBBS STREET, TAMPA, FLORIDA, 33619
LICENSED BUSINESS NUMBER 19 7749

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.28(1) FOR CHAPTER CONFORMANCE. THE RECORDING DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT,
HILLSBOROUGH COUNTY

SURVEYOR'S CERTIFICATION

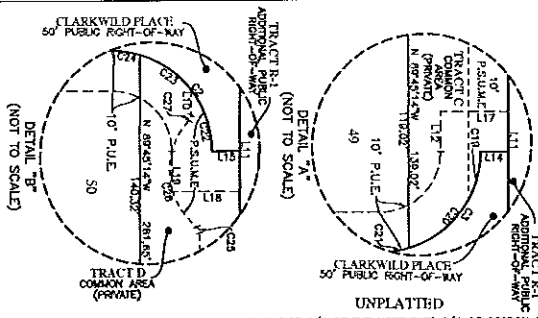
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES; AND THE HILLSBOROUGH COUNTY LAND DEPARTMENT CODE; THAT PERMANENT INTERESTED OWNERS (OWNERS) OF SAID LAND HAVE BEEN ADVISED OF THE SUBDIVISION AND HAVE BEEN ADVISED OF THE CONTROL POINTS (CP2) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

WILLIAMS POINTE

LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

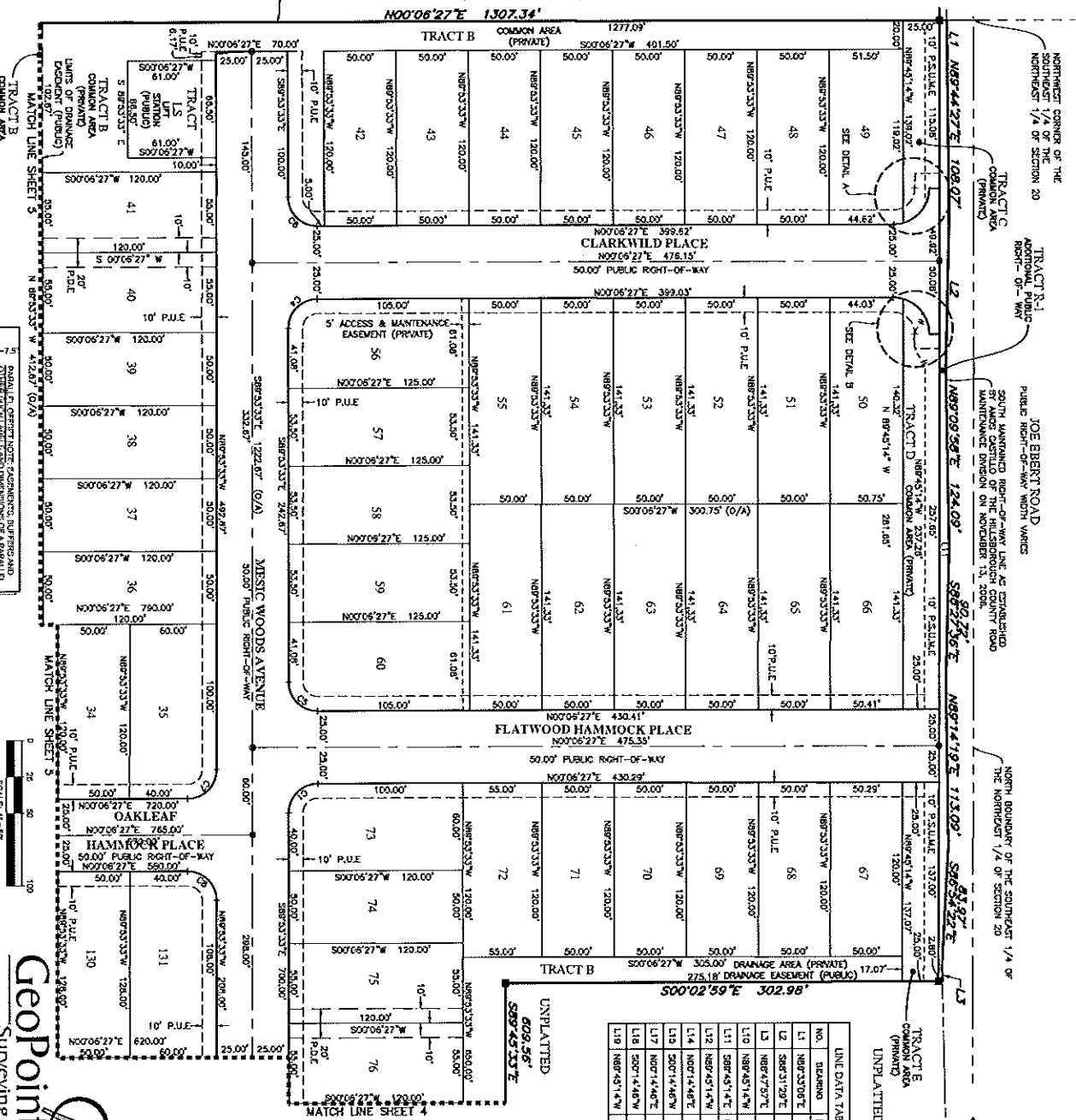
No.	BEARING	DECTA	AME	CHORD	BEARING
C1	20.00°	90°00'00"	31.42'	28.87'	344°33'33"E
C2	25.00°	00°00'16"	38.33'	33.40'	346°10'38"W
C3	23.00°	89°02'43"	38.88'	35.07'	348°13'38"W
C4	23.00°	90°00'00"	31.42'	28.87'	344°33'33"E
C5	20.00°	90°00'00"	31.42'	28.87'	348°00'27"E
C6	20.00°	90°00'00"	31.42'	28.87'	348°00'27"E
C7	20.00°	90°00'00"	31.42'	28.87'	344°33'33"W
C8	20.00°	90°00'00"	31.42'	28.87'	345°00'27"W
C9	20.00°	89°02'43"	38.88'	35.07'	347°54'28"W
C10	20.00°	90°00'00"	31.42'	28.87'	345°00'27"W
C11	20.00°	91°18'01"	6.88'	8.87'	371°30'07"W
C12	25.00°	37°20'16"	16.38'	15.07'	371°30'07"W
C13	25.00°	38°11'07"	13.82'	13.98'	354°37'58"W
C14	20.00°	19°23'59"	7.18'	7.13'	308°18'23"W
C15	2.00°	57°46'45"	1.88'	1.74'	344°24'23"W
C16	2.00°	49°15'46"	1.51'	1.47'	388°07'28"W
C17	13.00°	68°58'54"	28.83'	28.33'	388°07'17"W

No.	BEARING	LENGTH
L1	N07°35'00"E	50.04'
L2	S86°31'29"E	88.17'
L3	N88°47'37"E	88.81'
L10	N89°45'14"W	6.17'
L11	S88°45'14"E	88.87'
L12	N89°45'14"W	18.00'
L14	N07°14'48"E	7.00'
L17	N07°14'48"E	17.20'
L18	S00°14'48"W	17.20'
L19	N89°45'14"W	10.00'



WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20

- LEGEND:**
- INDICATED SET PEARL PERMANENT
 - REFERENCE MONUMENT - ASP CONCRETE
 - MONUMENT WITH GIBB LETTERS
 - INDICATED SET PEARL PERMANENT
 - INDICATED SET PEARL PERMANENT
 - MONUMENT FOUND ASP CONCRETE
 - MONUMENT AS NOTED
 - NON-REGULATORY LINE
 - ORIGINAL RECORD BOOK
 - S.D. - PROPERTY SURVEY AND UTILITY
 - P.S. - PUBLIC DRAINAGE EASEMENT
 - P.D. - PUBLIC DRAINAGE EASEMENT
 - P.U. - PUBLIC UTILITY EASEMENT
 - O.A. - OVERALL
 - C.R. - CURVED CORNER RECORD



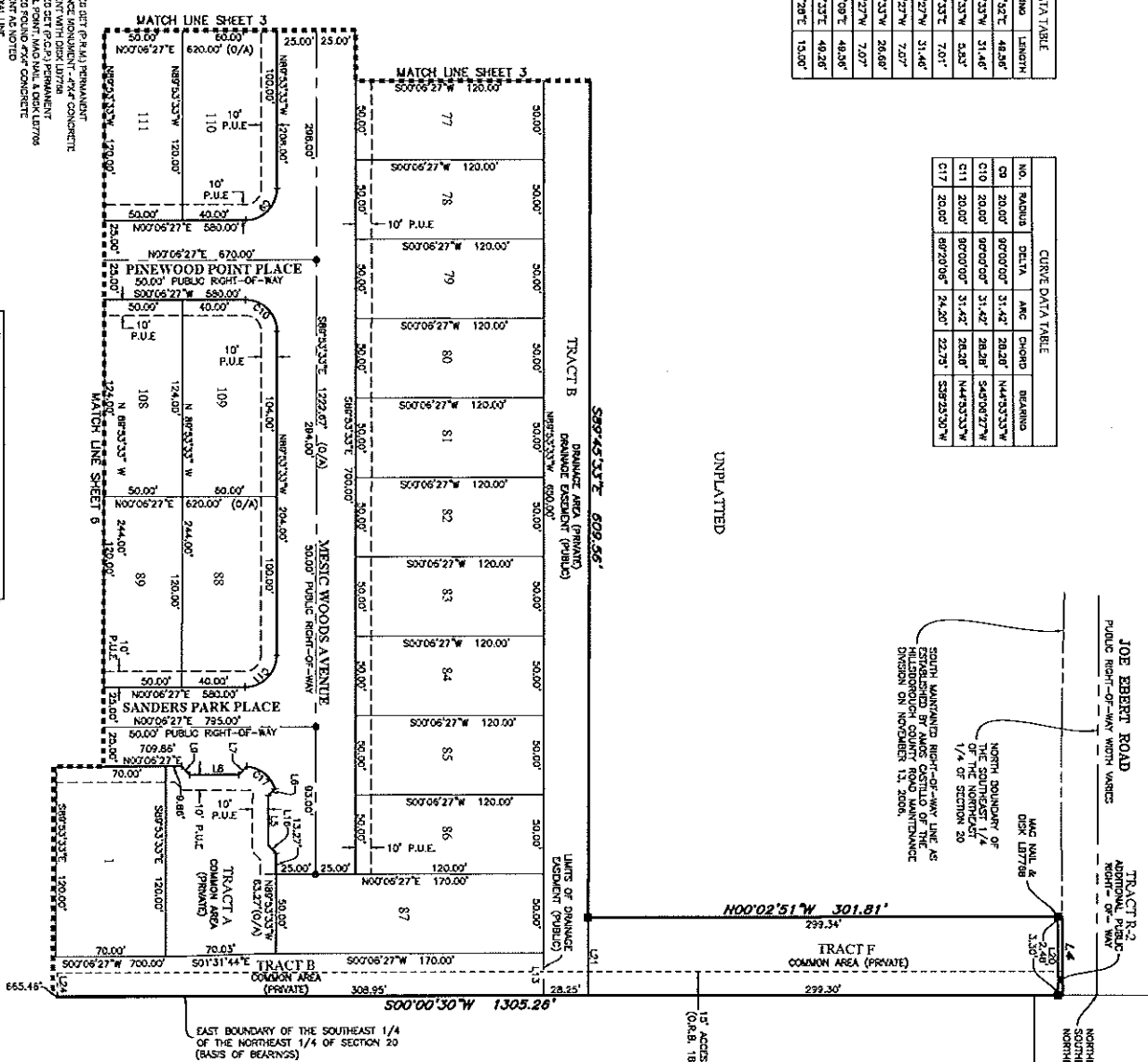
2113 Hinkle Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2356
Licensed Surveyor Number 117764

WILLIAMS POINTE

LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

NO.	BEARING	LENGTH
L4	N87°19'32"E	48.86'
L5	N87°33'33"W	31.46'
L6	N44°53'33"W	5.83'
L7	S44°53'33"E	7.01'
L8	S87°09'27"W	31.46'
L9	S45°08'27"W	7.67'
L10	S45°08'27"W	28.68'
L11	S45°09'27"W	7.07'
L12	S87°43'33"E	49.28'
L13	S87°43'33"E	49.28'
L14	S87°43'29"E	13.00'

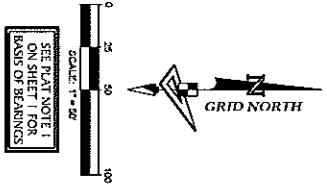
NO.	RADIUS	DELTA	ARC	CHORD	BEARINGS
C9	20.00'	90°00'00"	31.42'	28.28'	N44°53'33"W
C10	20.00'	90°00'00"	31.42'	28.28'	S45°08'27"W
C11	20.00'	90°00'00"	31.42'	28.28'	N44°53'33"W
C17	20.00'	89°29'08"	24.28'	22.73'	S29°23'30"W



LEGEND:

- INDICATE SET (P.K.A.) PERMANENT
- INDICATE SET (P.C.P.) PERMANENT
- INDICATED SET (P.C.P.) PERMANENT
- CONTROL POINT (W/O NAIL & DINK LETTER)
- INDICATED POINT (W/O COMMENT)
- NON-ADJACENT POINT
- NON-ADJACENT LINE
- OFFICIAL RECORDS BOOK
- PAGE NUMBER AND UTILITY
- MAINTENANCE EASEMENT
- PUBLIC UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT
- OFFICIAL RECORDS BOOK
- CONTROL POINT (W/O COMMENT)

1. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.



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Lithographed Number: 07/14

SHEET 4 OF 8 SHEETS

PLAT BOOK PAGE

BLOOMFIELD HILLS PHASE 2
PLAT BOOK 103, PAGE 175

12' ACCESS PARCEL
(O.R.B. 18646, P.C. 82)

SOUTH RIGHT-OF-WAY LINE
(PLAT BOOK 103, PAGE 179)

NORTHEAST CORNER OF THE
SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 20

JOE EBERT ROAD
PUBLIC RIGHT-OF-WAY WIDTH VARIES

TRACT B-2
ADJACENT PUBLIC
RIGHT-OF-WAY

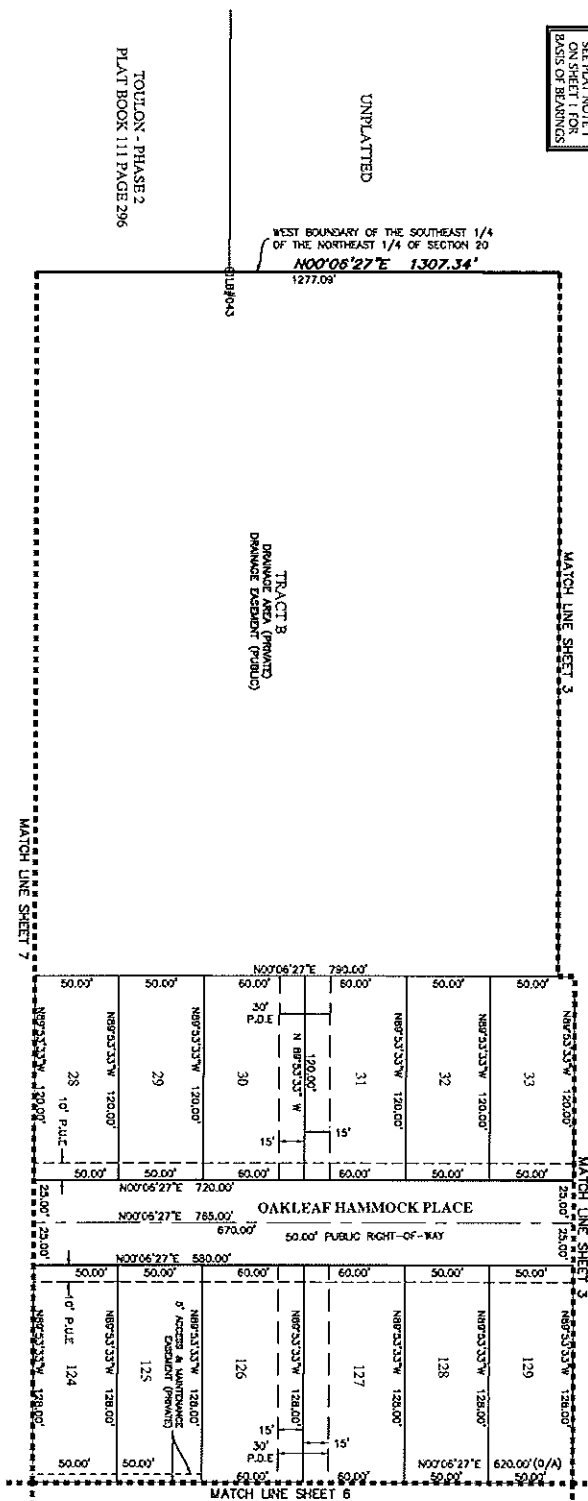
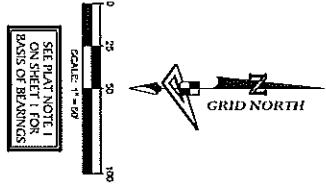
12' ACCESS PARCEL
O.R.B. 18646, P.C. 82

12' ACCESS PARCEL
O.R.B. 18646, P.C. 82

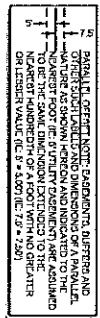
12' ACCESS PARCEL
O.R.B. 18646, P.C. 82

12' ACCESS PARCEL
O.R.B. 18646, P.C. 82

WILLIAMS POINTE
LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



- LEGEND:
- INDICATES SET IN PLACE PERMANENT
 - REFERENCE MONUMENT - 4\"/>
 - INDICATES SET IN PLACE PERMANENT
 - COMMON POINT AND WALL & BENCH SURVEY
 - NON-REGUL LINE
 - R.I. - ORIGINAL RECORDED BOOK
 - P.S.M. - PUBLIC SIDEWALK AND UTILITY
 - P.D.E. - PUBLIC DRAINAGE EASEMENT
 - P.U. - PUBLIC UTILITY EASEMENT
 - C.C.R. - CERTIFIED CORNER RECORD



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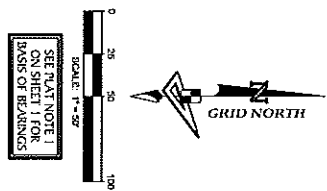
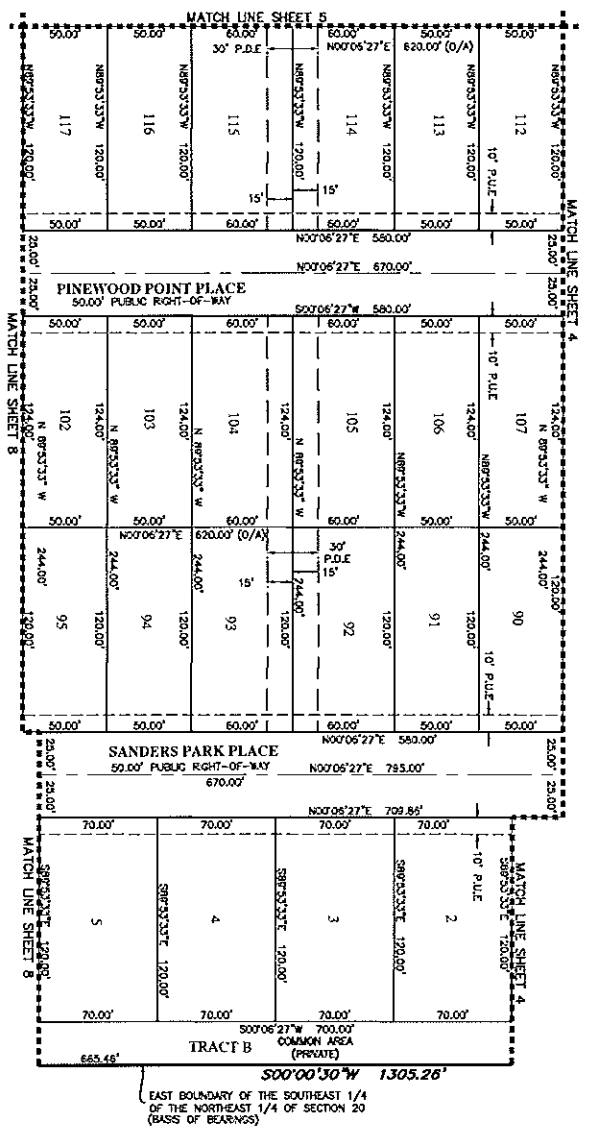
Phone: (813) 548-8888
Fax: (813) 548-2786
Email: info@geopoint.com

SHEET 5 OF 8 SHEETS

LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

WILLIAMS POINTE

PLAT BOOK PAGE



SEE PLAT NOTE 1 ON SHEET 1 FOR BASIS OF BEARINGS

- LEGEND:**
- INDICATES SET OF ALL PERMANENT PERPETUOUS MONUMENT - CONCRETE MONUMENT WITH DIKIL LETTERS
 - INDICATES SET OF PERMANENT CONCRETE SPOT AND NAIL & DIKIL LETTERS MONUMENT AS NOTED
 - NON-PERMANENT MONUMENT
 - OFFICIAL RECORDER BOOK
 - PUBLIC SIDEWALK AND UTILITY MAINTENANCE EXEMPT
 - PUBLIC DRIVEWAY EXEMPT
 - PUBLIC UTILITY EXEMPT
 - CERTIFIED CORNER RECORD

1. SHALL BE CORRECTLY NOTED, DIMENSIONS, SURVEYS AND OFFICIAL LABELS AND DIMENSIONS OF A PERMANENT MONUMENT AS SHOWN HEREON AND INDICATED TO THE TO BE SET FOR THE TRAILER LOCATION. NEARBY HUNDRETHS OF A FOOT WITH NO OPERATOR ON LETTER VALUE (E.G. 0.00178)

BLOOMFIELD HILLS PHASE 2
PLAT BOOK 103, PAGE 178

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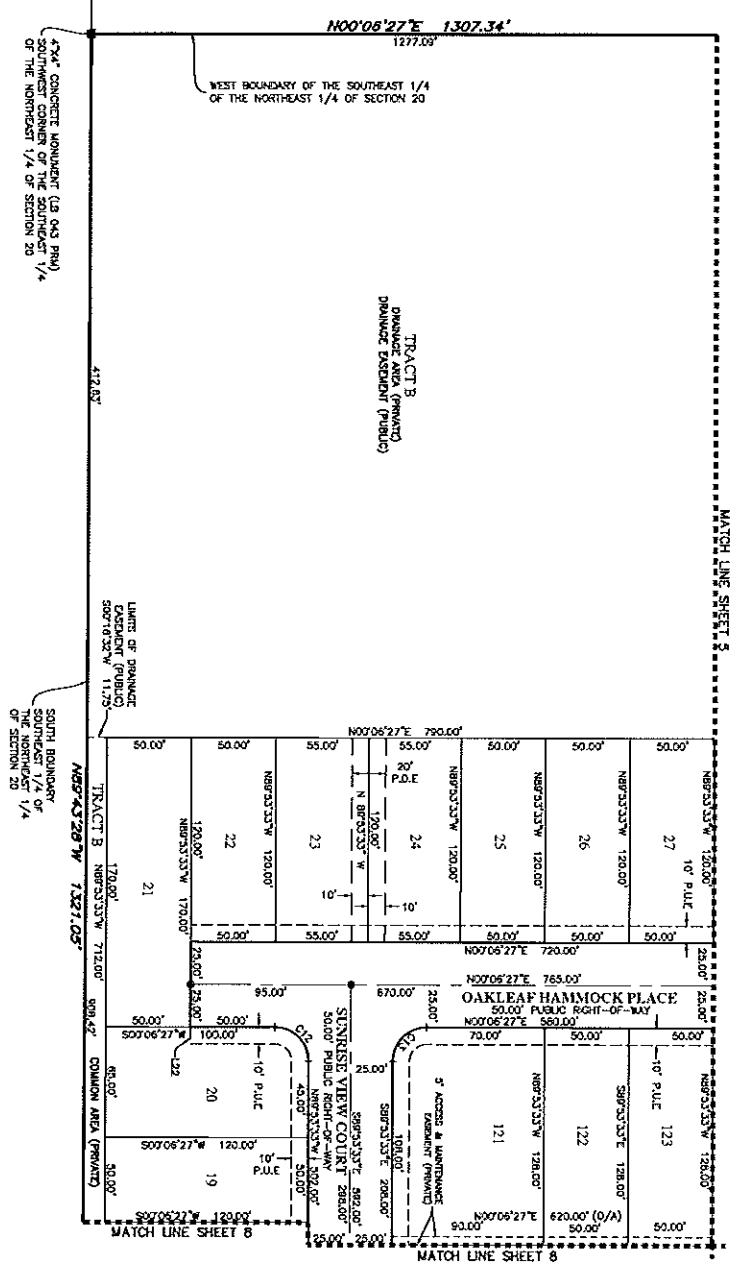
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SHEET 6 OF 8 SHEETS

WILLIAMS POINTE
LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

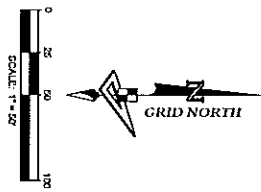
PLAT BOOK PAGE

TOULON - PHASE 2
PLAT BOOK 1111 PAGE 296



MATCH LINE SHEET 3

MATCH LINE SHEET 8



SEE PLAT NOTE 1 ON SHEET 1 FOR BASIS OF BRASSINGS

- LEGEND:**
- ANGLE THE SET OF DATA REPRESENTING REFERENCE MONUMENT - EXISTING CONCRETE MONUMENT WITH DIKED LITHUM
 - CENTER POINT, (AND WALL & BRICK LITHUM MONUMENT) AS NOTED
 - NON-PARALLEL LINE
 - NR----- OFFICIAL RECORD BOOK
 - NO----- PLAT
 - ND----- PUBLIC CORNER AND UTILITY
 - MA----- MAINTENANCE EASEMENT
 - P.D.E.----- PUBLIC DRAINAGE EASEMENT
 - C.C.R.----- CERTIFIED CORNER RECORD

5.1 PARALLEL OR CONCURRENT EASEMENTS, REFERRING AND OTHER EASEMENTS AND DIMENSIONS OF A PARALLEL TO BE THE SAME DIRECTION, EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR FEWER VALUE (E.G. = 800 FT. 78 = 780)

LINE DATA TABLE

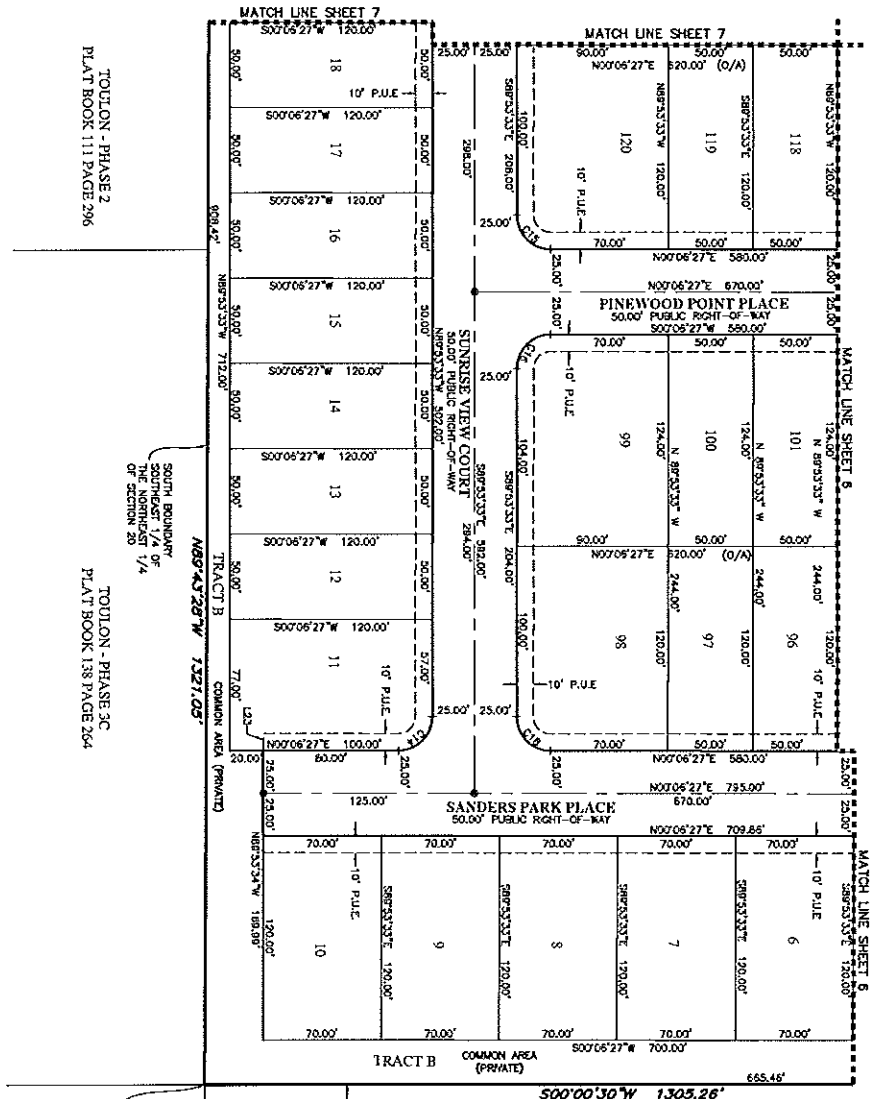
NO.	BEARING	LENGTH
L22	S89°53'35\"	10.00'

CHIRP DATA TABLE

NO.	RADIUS	DELTA	ARC	CHIRP	BEARING
C12	20.00'	90°00'00\"	31.42'	28.28'	S45°00'27\"
C13	20.00'	90°00'00\"	31.42'	28.28'	S44°53'33\"

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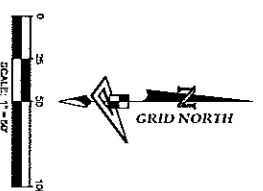
SHEET 7 OF 8 SHEETS



TOULON - PHASE 2
 PLAT BOOK 111 PAGE 296

TOULON - PHASE 3C
 PLAT BOOK 138 PAGE 264

BLOOMFIELD HILLS PHASE 2
 PLAT BOOK 103 PAGE 178



SEE PLAT NOTE 1
 ON SHEET 1 FOR
 BASIS OF BEARINGS

POINT OF BEGINNING
 4"x4" CONCRETE MONUMENT (1/2
 DIA) AND 2"x2" CONCRETE CORNER
 SET IN THE CENTER OF THE
 SECTION 20 PER C&G 4001154

LEGEND:
 ■ INDICATE SET OF PLAT PERMANENT
 REFERENCE MONUMENT - 4"x4" CONCRETE
 MONUMENT WITH DIK LETTER
 ● INDICATE SET OF C&G PERMANENT
 MONUMENT SET BY K&M SURVEYORS
 □ CORNER POINT OF MONUMENT
 MONUMENT NOTED

○ NON-3-DIM. LINE
 ○ X-R - ORIGINAL RECORD BOOK
 ○ X-R - PUBLIC RECORD AND UTILITY
 MAINTENANCE EXHIBIT
 ○ X-R - PUBLIC DRAWING EXHIBIT
 ○ X-R - PUBLIC UTILITY DRAWING
 ○ X-R - DETERMINED CORNER RECORD

1. EQUAL AREA CONVERSION EXHIBIT SURVEY AND
 2. ORIGINAL RECORD BOOK DIMENSIONS OF A RESOLUTE
 CORNER POINT (E) UTILITY EXHIBIT (X) ARE ADJUSTED
 TO BE THE SAME DIMENSION CORRECTED TO THE
 OF LARGER VALUE (E = 6,007.67' X 1.28)

LINE DATA TABLE

NO.	BEARING	LENGTH
123	S89°33'33"E	9.80'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C14	20.00'	90°00'00"	31.42'	28.28'	N44°53'33"W
C15	20.00'	00°00'00"	31.42'	28.28'	N45°08'27"E
C16	20.00'	00°00'00"	31.42'	28.28'	S44°53'33"E
C18	20.00'	00°00'00"	31.42'	28.28'	N45°08'27"E

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SHEET 8 OF 8 SHEETS



Certificate of School Concurrency

Project Name	Folsom Property
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5230
HCPS Project Number	SC-716
Parcel ID Number(s)	61507.2050, 61507.2400, 61534.0000, 61534.1000 & 61534.1500
Project Location	SW Corner of Joe Ebert Road & Timmons Road
Dwelling Units & Type	131 Single-Family Detached
Applicant	Mary E Wilson et al

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	25	16	18		59

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Charles Andrews

Charles Andrews, AICP, CNU-A
 Manager, Planning & Siting
 Growth Management Department
 Operations Division
 E: charles.andrews1@sdhc.k12.fl.us
 P: 813.272.4429

March 2, 2020
 Date Issued