

SUBJECT: Windhorst Commons **PI#6163**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 11, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Windhorst Commons, located in Section 15, Township 29, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$50,182.75, a Warranty Letter of Credit in the amount of \$63,109.36 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 \$6,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for this project based on adequate capacity for the project.

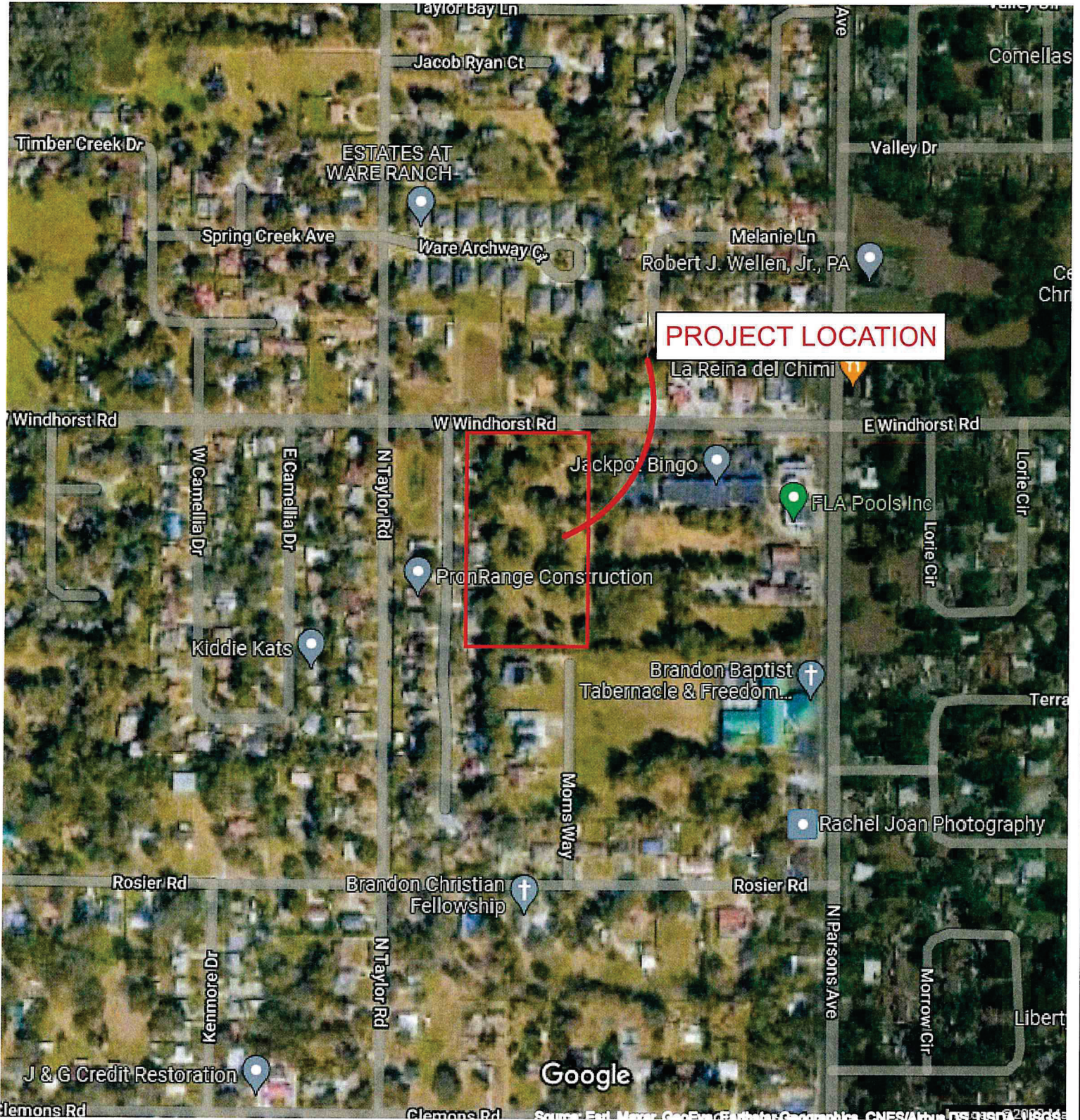
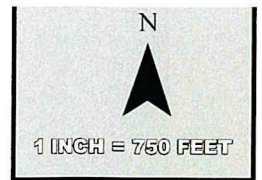
BACKGROUND:

On December 14, 2023, Permission to Construct Prior to Platting was issued for Windhorst Commons, after construction plan review was completed on November 14, 2023. The developer has submitted the required Bonds and Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is Habitat for Humanity of Hillsborough County Florida, Inc and the engineer is LevelUp Consulting, LLC.



WINDHORST COMMONS PROJECT LOCATION MAP

CLIENT: HABITAT FOR HUMANITY



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Habitat for Humanity of Hillsborough County Florida INC., hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the 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 Windhorst Commons
_____ (hereafter, the "Subdivision"); 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 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 the 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 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:

Paving, Water, Wastewater & Drainage facilities as specified in associated cost estimate

(hereafter, the "County Improvements"); and

WHEREAS, the County requires the Subdivider to warranty the aforementioned County 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 County Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
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 the Subdivision, within twelve (12) months

from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, 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 County Improvements constructed in connection with the 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 County 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 S30004480, dated December 05, 2024
and number _____ dated _____, with
Habitat for Humanity of Hillsborough County Florida INC. by
order of Valley National Bank Irrevocable,
- b. A Performance Bond, number 0864218 dated, _____
November 22nd, 2024 with _____
Habitat for Humanity of Hillsborough County Florida INC. as Principal, and _____
Harco National Insurance Company as Surety, or
A Warranty Bond, number _____ dated, _____
_____ with _____
_____ as Principal, and _____
_____ as Surety, or
- c. Cashier/Certified Checks, number _____, dated _____
and _____ 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 letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

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

ATTEST:

Subdivider:

Michelle Taylor
Witness Signature

By Tina Forcier
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Michelle Taylor
Printed Name of Witness

Tina Forcier
Name (typed, printed or stamped)

Sivan Bennaim
Witness Signature

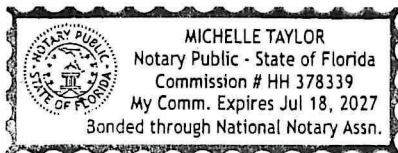
CEO
Title

Sivan Bennaim
Printed Name of Witness

509 E Jackson St, Tampa, FL
Address of Signer 33602

Michelle Taylor
NOTARY PUBLIC

813-992-3844
Phone Number of Signer



CORPORATE SEAL
(When Appropriate)

ATTEST:

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY
BY [Signature]
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

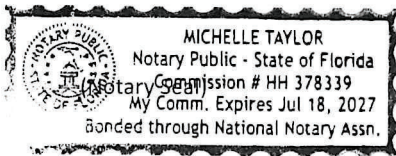
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

28th day of January, 2025, by Tina Forcier as
(day) (month) (year) (name of person acknowledging)
CEO for Habitat for Humanity of Hillsborough County
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



Michelle Taylor
(Signature of Notary Public - State of Florida)

Michelle Taylor
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 378339
(Commission Number)

7/18/27
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

(Expiration Date)

_____ called the Principal, and _____
Harco National Insurance Company _____ called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
_____ Fifty Thousand One Hundred Eighty Two and 75/100 Dollars (\$ 50,182.75) 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.

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 Windhorst Commons 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 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 twelve (12) 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 April 11th, 2026.

SIGNED, SEALED AND DATED this 22nd day of November, 2024.

Habitat for Humanity of Hillsborough County Florida, Inc.

ATTEST:



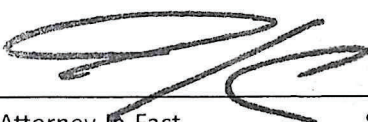
By 
Tina Forcier Principal Chief Executive Officer Seal

Harco National Insurance Company

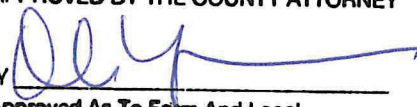
Surety Seal

ATTEST:


Sarah Theusch, Admin

By 
Jeremy Crawford Attorney-in-Fact Seal

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

POWER OF ATTORNEY

Bond # 0864218

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEREMY CRAWFORD

Golden Valley, MN

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 22, 2024

Irene Martins, Assistant Secretary

Windhorst Commons

Performance Bond Calculation

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

SUMMARY

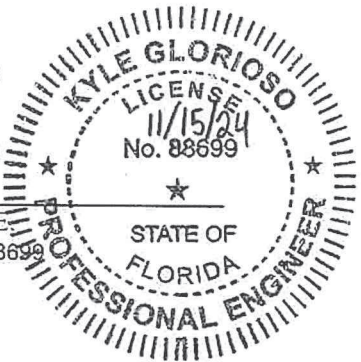
Paving	\$9,696.20
Drainage	\$30,450.00
Total	\$40,146.20

Performance Bond Amount (125% of total)

\$50,182.75



Kyle Glorioso, P.E.
Florida License # 88699



PAVING

Item	Quantity	Unit	Unit Price	Total
6" Concrete Driveway	525	SF	\$ 10.80	\$ 5,670.00
4" Concrete Sidewalk (5' wide)	491	SF	\$ 8.20	\$ 4,026.20
		TOTAL	\$	9,696.20

STORM DRAINAGE

Item	Quantity	Unit	Unit Price		Total
18" RCP	190	LF	\$	75.00	\$ 14,250.00
18" MES	2	EA	\$	2,600.00	\$ 5,200.00
Storm Manhole	2	EA	\$	5,500.00	\$ 11,000.00
			TOTAL		\$ 30,450.00



DECEMBER 05, 2024

VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: Z30004480

BENEFICIARY:
HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA
ATTN: HILLSBOROUGH COUNTY BOCC
601 E. KENNEDY BLVD.
TAMPA, FL 33602

APPLICANT:
HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC.
509 EAST JACKSON STREET
TAMPA, FL 33602

AMOUNT: U.S. \$63,109.36 (UNITED STATES DOLLARS SIXTY THREE THOUSAND ONE
HUNDRED NINE AND 36/100)
EXPIRATION DATE: DECEMBER 5, 2025 AT OUR COUNTERS AT 350 MADISON AVENUE,
3RD FLOOR, NEW YORK, NY 10017

WE HEREBY ESTABLISH OUR IRREVOCABLE, STANDBY LETTER OF CREDIT IN YOUR
FAVOR WHICH IS AVAILABLE WITH US AT OUR OFFICE INDICATED HEREIN BY SIGHT
PAYMENT. IT IS AVAILABLE AGAINST PRESENTATION OF BENEFICIARY'S DRAFT(S)
DRAWN ON US AT SIGHT, ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A WRITTEN STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED
REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC MARKED "ORIGINAL", READING:
"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY
BOCC, HEREBY CERTIFIES THAT THE AMOUNT OF THE PRESENT DRAWING UNDER
IRREVOCABLE STANDBY LETTER OF CREDIT NO. Z30004480, ISSUED BY VALLEY
NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS
HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC. HAS DEFAULTED
UNDER THE TERMS AND CONDITIONS OF THE SUBDIVIDER AGREEMENT FOR ON-SITE
AND OFF-SITE IMPROVEMENTS IN CONNECTION WITH THE WINDHORST COMMONS
SUBDIVISION BETWEEN HILLSBOROUGH COUNTY BOCC AND HABITAT FOR HUMANITY OF
HILLSBOROUGH COUNTY FLORIDA, INC. DATED JUNE 1, 1995".

2. THIS ORIGINAL OF THIS LETTER OF CREDIT INCLUDING ANY AND ALL
ORIGINAL AMENDMENTS THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED
AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD OF
ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS AT
LEAST NINETY (90) DAYS PRIOR TO ANY SUCH DATE WE SEND NOTICE IN WRITING
BY CERTIFIED MAIL OR OVERNIGHT COURIER SERVICE TO YOU AT THE ADDRESSES
SET FORTH HEREIN THAT WE ELECT NOT TO EXTEND THE EXPIRATION DATE OF THIS
LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. UPON SUCH NOTICE,
DRAWING(S) HERE UNDER MAY BE MADE BY MEANS OF DRAFT(S) DRAWN ON US AT
SIGHT AS REQUIRED ABOVE FOR UP TO THE BALANCE THEN AVAILABLE UNDER THIS
LETTER OF CREDIT WITHIN THE THEN APPLICABLE EXPIRY DATE WITHOUT THE



OUR REF NO: Z30004480

DATE: December 05, 2024

WRITTEN STATEMENTS REFERRED TO ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY AUTOMATIC EXTENSION PROVISIONS, THIS LETTER OF CREDIT HAS A FINAL EXPIRY DATE OF FEBRUARY 7, 2028 AND SHALL NOT EXTEND BEYOND SAID DATE.

ALL DRAFTS MUST BE MARKED AS "DRAWN UNDER VALLEY NATIONAL BANK IRREVOCABLE STANDBY LETTER OF CREDIT NO. Z30004480 DATED DECEMBER 5, 2024".

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDER OF DRAFT(S) DRAWN UNDER AND NEGOTIATED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON DUE PRESENTATION TO US.

THIS LETTER OF CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, AND ANY SUBSEQUENT REVISIONS THEREOF APPROVED BY A CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ADHERED TO BY US.

VERY TRULY YOURS,

VALLEY NATIONAL BANK


NAME: KEITH STAPLETON
TITLE: FIRST VICE PRESIDENT


NAME: RONALD BARGIEL
TITLE: FIRST VICE PRESIDENT



DATE: JANUARY 30, 2025

BENEFICIARY:
HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
601 E KENNEDY BLVD.
TAMPA, FL 33602

AMENDMENT NUMBER: 1
OUR L/C NO.: S30004480

WE HAVE AMENDED THE CAPTIONED LETTER OF CREDIT FOR THE ACCOUNT OF:
HABITAT FOR HUMANITY OF
HILLSBOROUGH COUNTY FLORIDA, INC.
509 EAST JACKSON STREET
TAMPA, FL 33602

AMENDED TERMS AND CONDITIONS:

EXPIRATION DATE AMENDED TO: MARCH 11, 2028.

THE SECOND PARAGRAPH UNDER BULLET NO.2, "IT IS A CONDITION.....
REFERRED TO ABOVE." IS HEREBY DELETED IN ITS ENTIRETY.

THIS AMENDMENT MUST BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE
ORIGINAL CREDIT.
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

A handwritten signature in blue ink, appearing to read 'Keith Stapleton', written over a horizontal line.

NAME: KEITH STAPLETON
TITLE: FIRST VICE PRESIDENT

A handwritten signature in blue ink, appearing to read 'Ronald Bargiel', written over a horizontal line.

NAME: RONALD BARGIEL
TITLE: FIRST VICE PRESIDENT

APPROVED BY THE COUNTY ATTORNEY

BY A handwritten signature in blue ink, written over a horizontal line.

Approved As To Form And Legal
Sufficiency.



DATE: FEBRUARY 07, 2025

BENEFICIARY:
HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
601 E KENNEDY BLVD.
TAMPA, FL 33602

AMENDMENT NUMBER: 2
OUR L/C NO.: S30004480

WE HAVE AMENDED THE CAPTIONED LETTER OF CREDIT FOR THE ACCOUNT OF:
HABITAT FOR HUMANITY OF
HILLSBOROUGH COUNTY FLORIDA, INC.
509 EAST JACKSON STREET
TAMPA, FL 33602

AMENDED TERMS AND CONDITIONS:

EXPIRATION DATE AMENDED TO: APRIL 11, 2028.

THE PARAGRAPH UNDER BULLET NO.1 HAS BEEN DELETED IN ITS ENTIRETY AND
REPLACED WITH THE FOLLOWING:

1. A WRITTEN STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC MARKED "ORIGINAL", READING: "THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC, HEREBY CERTIFIES THAT THE AMOUNT OF THE PRESENT DRAWING UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004480, ISSUED BY VALLEY NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC. HAS DEFAULTED UNDER THE TERMS AND CONDITIONS OF THE SUBDIVIDER AGREEMENT FOR ON-SITE AND OFF-SITE IMPROVEMENTS IN CONNECTION WITH THE WINDHORST COMMONS SUBDIVISION BETWEEN HILLSBOROUGH COUNTY BOCC AND HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC. DATED ON OR ABOUT MARCH 11, 2025".

2. THIS LETTER OF CREDIT NUMBER Z30004480 HAS BEEN CHANGED TO S30004480.

THIS AMENDMENT MUST BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NAME: TREY KORHN
TITLE: FIRST SENIOR VICE PRESIDENT

NAME: RYAN VANDENBURGH
TITLE: SENIOR VICE PRESIDENT

APPROVED BY THE COUNTY ATTORNEY

BY
Approved As To Form And Legal
Sufficiency.

Windhorst Commons

Warranty Bond Calculation

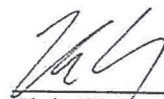
Construction costs for the streets, drainage, potable water and sanitary sewer system

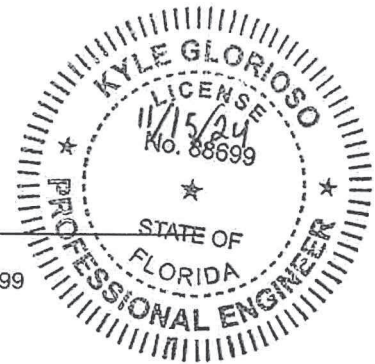
SUMMARY

Paving	\$267,180.89
Water	\$103,263.75
Wastewater	\$215,299.00
Drainage	\$45,350.00
Total	\$631,093.64

Warranty Bond Amount (10% of total)

\$63,109.36


Kyle Glorioso, P.E.
Florida License # 88699



PAVING

Item	Quantity	Unit	Unit Price	Total
1.5" Type SP-12.5 Asphalt (1 Lift)	2,282	SY	\$ 23.00	\$ 52,486.00
6" Crushed Concrete Base (min. 150 LBR)	2,282	SY	\$ 22.00	\$ 50,204.00
12" Stabilized Subgrade (LBR 40)	2,738	SY	\$ 22.00	\$ 60,244.80
Miami Curb	1,551	LF	\$ 22.00	\$ 34,122.00
6" Concrete Sidewalk (5' wide)	1,014	SF	\$ 10.80	\$ 10,951.20
4" Concrete Sidewalk (5' wide)	6,174	SF	\$ 8.20	\$ 50,626.80
Sod Behind Curbs (2ft)	345	SY	\$ 2.89	\$ 996.09
ADA Ramps	3	EA	\$ 850.00	\$ 2,550.00
Signage & Striping	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 267,180.89

SANITARY SEWER

Item	Quantity	Unit	Unit Price	Total
GRAVITY				
8" PVC Sewer (6'-8')	366	LF	\$ 49.00	\$ 17,934.00
8" PVC Sewer (8'-10')	178	LF	\$ 75.00	\$ 13,350.00
8" PVC Sewer (10'-12')	33	LF	\$ 75.00	\$ 2,475.00
Manhole (0'-6')	1	EA	\$ 6,050.00	\$ 6,050.00
Manhole (8'-10')	1	EA	\$ 10,000.00	\$ 10,000.00
Manhole (10'-12')	1	EA	\$ 11,000.00	\$ 11,000.00
Single Sewer Service	3	EA	\$ 1,550.00	\$ 4,650.00
Double Sewer Service	10	EA	\$ 1,900.00	\$ 19,000.00
Lift Station	1	EA	\$ 120,000.00	\$ 120,000.00
FORCE MAIN				
4" PVC Forcemain	30	LF	\$ 28.00	\$ 840.00
6"x4" Tapping Sleeve	1	EA	\$ 6,000.00	\$ 6,000.00
4" Plug Valve	2	EA	\$ 2,000.00	\$ 4,000.00
TOTAL				\$ 215,299.00

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
4" PVC Water Main	154	LF	\$ 28.00	\$ 4,312.00
6" PVC Water Main	457	LF	\$ 35.25	\$ 16,109.25
6" DIP Water Main	25	LF	\$ 84.50	\$ 2,112.50
12" Steel Casing	94	LF	\$ 125.00	\$ 11,750.00
30" Steel Casing	53	LF	\$ 350.00	\$ 18,550.00
6" Gate Valve	2	EA	\$ 2,000.00	\$ 4,000.00
16" x 6" Tapping Valve and Sleeve	1	EA	\$ 8,500.00	\$ 8,500.00
Water Service for Lift Station	1	EA	\$ 8,000.00	\$ 8,000.00
4" Reducer	1	EA	\$ 280.00	\$ 280.00
4" Permanent Blowoff	1	EA	\$ 2,000.00	\$ 2,000.00
Short Side Water Service	15	EA	\$ 700.00	\$ 10,500.00
Long Side Water Service	8	EA	\$ 900.00	\$ 7,200.00
Fire Hydrant Assembly	1	EA	\$ 9,950.00	\$ 9,950.00
TOTAL				\$ 103,263.75

STORM DRAINAGE

Item	Quantity	Unit	Unit Price		Total
15" RCP	122	LF	\$	75.00	\$ 9,150.00
18" RCP	32	LF	\$	100.00	\$ 3,200.00
Type I Curb Inlet	3	EA	\$	8,000.00	\$ 24,000.00
Type C Grate Top Inlet	1	EA	\$	9,000.00	\$ 9,000.00
			TOTAL		\$ 45,350.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Habitat for Humanity of Hillsborough County Florida, INC. _____, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the 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
Windhorst Commons _____ (hereafter referred to as the "Subdivision"); 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 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, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within
Twelve _____ (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 0864217 _____ dated, _____
November 22nd, 2024 _____ with _____
Habitat for Humanity of Hillsborough County Florida, INC. as Principal, and _____
Harco National Insurance Company _____ as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, 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 letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Subdivider:

Michelle Taylor
Witness Signature

By Tina Forcier
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Michelle Taylor
Printed Name of Witness

Tina Forcier
Name (typed, printed or stamped)

Sivan Benaim
Witness Signature

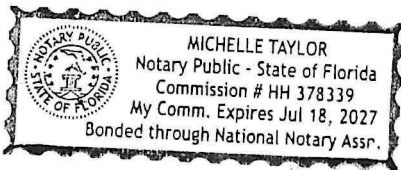
CEO
Title

Sivan Benaim
Printed Name of Witness

509 E Jackson St, Tampa, FL 33602
Address of Signer

813-992-3844
Phone Number of Signer

Michelle Taylor
NOTARY PUBLIC



CORPORATE SEAL
(When Appropriate)

ATTEST:

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

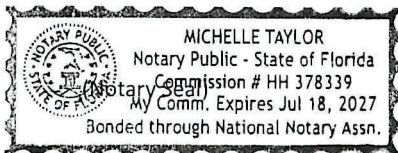
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

28th day of January, 2025, by Tina Forcier as

CEO (day) (month) (year) (name of person acknowledging)
for Habitat for Humanity of Hillsborough County
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



Michelle Taylor
(Signature of Notary Public - State of Florida)

Michelle Taylor
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 378339 7/18/27
(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number) (Expiration Date)

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 Windhorst Commons 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 twelve (12) 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 April 11th, 2026.

SIGNED, SEALED AND DATED this 22nd day of November, 2024.

Habitat for Humanity of Hillsborough County Florida, Inc.


ATTEST:



BY: 
PRINCIPAL (SEAL)
Tina Forcier, Chief Executive Officer

Harco National Insurance Company

SURETY (SEAL)

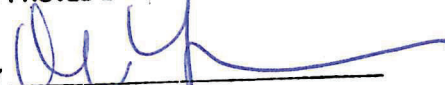


ATTORNEY-IN-FACT (SEAL)
Jeremy Crawford

ATTEST:


Sarah Theusch, Admin

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0864217

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEREMY CRAWFORD

Golden Valley, MN

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 22, 2024

Irene Martins, Assistant Secretary

Windhorst Commons

Performance Bond Calculation


Construction costs for setting Lot Corners

SUMMARY

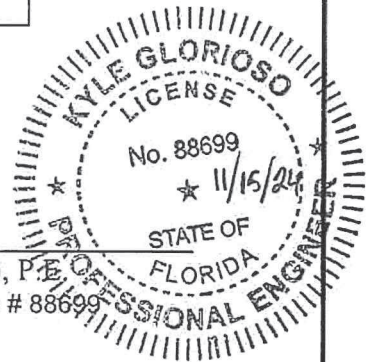
Lot Corners	\$5,000.00
Total	\$5,000.00

Performance Bond Amount (125% of total)

\$6,250.00



Kyle Glorioso, P.E.
Florida License # 88699

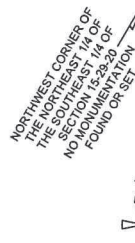


Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$5,000.00	\$5,000.00
			TOTAL =	\$5,000.00

PLAY BOOK		PAGE
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364	365	366
367	3	

SECTION 15, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



NORTH BOUNDARY OF
THE SOUTHEAST 1/4 OF
SECTION 15-29-20
(BASIS OF BEARINGS)
N89°42'28"W 2631.42'

W. WINDHORST ROAD
(C) RIGHT OF WAY - WIDTH VARIES

NORTHWEST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 15-29-20
CCR #065911
RAIL ROAD SPIKE

POINT OF BEGINNING

TRACT "B"		TRACT "P"		TRACT "A"		TRACT "C"	
●	1	2				21	22
●						23	

NORTHWEST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 15-29-20
CCR #068911
RAIL ROAD SPUR

100

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 15, TOWNSHIP 23 SOUTH, RANGE 20 EAST
1/4. NO MONUMENTATION FOUND. POSITION
WAS ESTABLISHED PER COR #081618 FROM
REFERENCE POINTS RECOVERED
MAG NAIL & DISK LB3325

WEST BOUNDARY OF
THE NORTHEAST 1/4 OF
SECTION 15-29-20
N. TAYLOR ROAD

UNPLA

11
10
9

ALLELUIAH SUBDIVISION
(PLAT BOOK 105, PAGES 289-290)

SECTION 15-29-20
THE SOUTHEAST 1/4 OF
THE NORTHEAST 1/4 OF
EAST BOUNDARY OF
I. PARSONS AVENUE



Scale: 1" = 120'

BASIS OF BEARINGS

Bearings shown hereon are based on the North boundary of the Southeast 1/4 of Section 15, Township 29 South, Range 20 East, T29S, R20E, E1/4, containing 40.00 acres, having a grid bearing of N.89°42'28"W. The Grid bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

LEGEND:

INDICATES SECTION CORNER
S.F. --- SQUARE FEET
O.R.I. --- OFFICIAL RECORDS INSTRUMENT

PARALLEL OFFSET DIMENSION NOTE:
EASEMENTS, BUFFERS AND OTHER SUCH
OF A PARALLEL NATURE AS SHOWN HEREON
NEAREST FOOT (IE: 5' UTILITY EASEMENT) A
SAME DIMENSION EXTENDED TO THE NEAR
FOOT WITH NO GREATER OR LESSER VALUE
(IE: 5' = 5.00") (IE: 7.5' = 7.50")

KEY SHEET

**NOTE: REFER TO THE FOLLOWING SHEETS
OF THIS PLAT FOR DETAILED
LABELING AND DIMENSIONING.**



701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

SHEET 2 OF 4 SHEETS

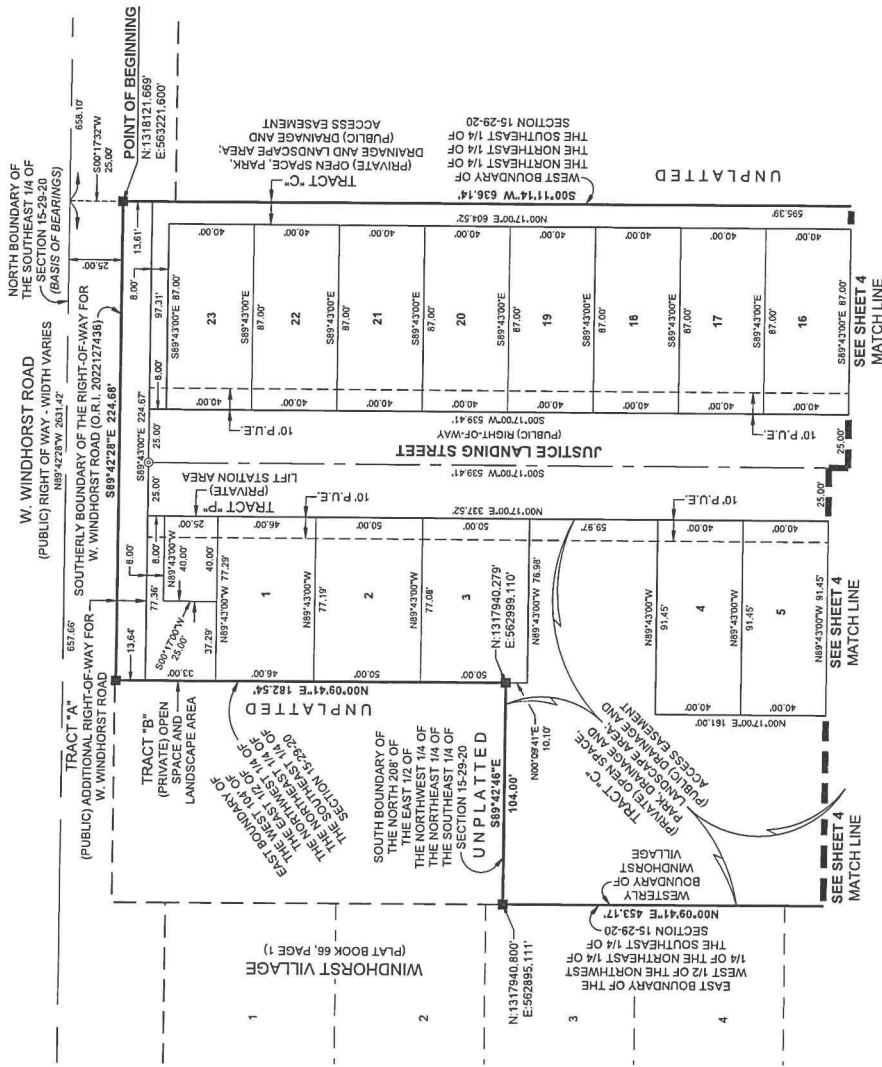
WINDHORST COMMONS
SECTION 15, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



Scale: 1" = 40'

SEE SHEET 2 OF 4
FOR BASIS OF BEARINGS

SEE SHEET 2 OF 4
FOR PARALLEL OFFSET
DIMENSION NOTE



- LEGEND:
- INDICATES (P.R.M.) PERMANENT REFERENCE MARKS AND MONUMENTS, UNLESS OTHERWISE NOTED.
 - INDICATES PERMANENT CONTROL POINT (PCP) MRIC LBS325, UNLESS OTHERWISE NOTED.
 - INDICATES NON-RADIAL LINE
 - INDICATES RADIAL BEARING
 - OFFICIAL RECORDS BOOK
 - OFFICIAL RECORDS INSTRUMENT #
 - P.U.E. PUBLIC UTILITY EASEMENT
 - L.C.A. LANDSCAPE AND COMMON AREA

MRIC SPATIAL

701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0921
info@mricspatial.com
Licensed Business #8325



Certificate of School Concurrency

Project Name	Windhorst Common
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	6163
HCPS Project Number	894
Parcel ID Number(s)	067361.0000
Project Location	205 West Windhorst Rd
Dwelling Units & Type	SFD: 23
Applicant	Habitat for Humanity of Hillsborough Cnt

School Concurrency Analysis

<i>School Type</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>Total Capacity Reserved</i>
Students Generated	5	3	4	12

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

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

Renée M. Kamen, AICP
Manager, Planning & Siting
Growth Management Department
Hillsborough County Public Schools
E: renee.kamen@hcps.net
P: 813.272.4083

Date 5/3/2022