

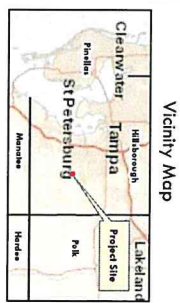
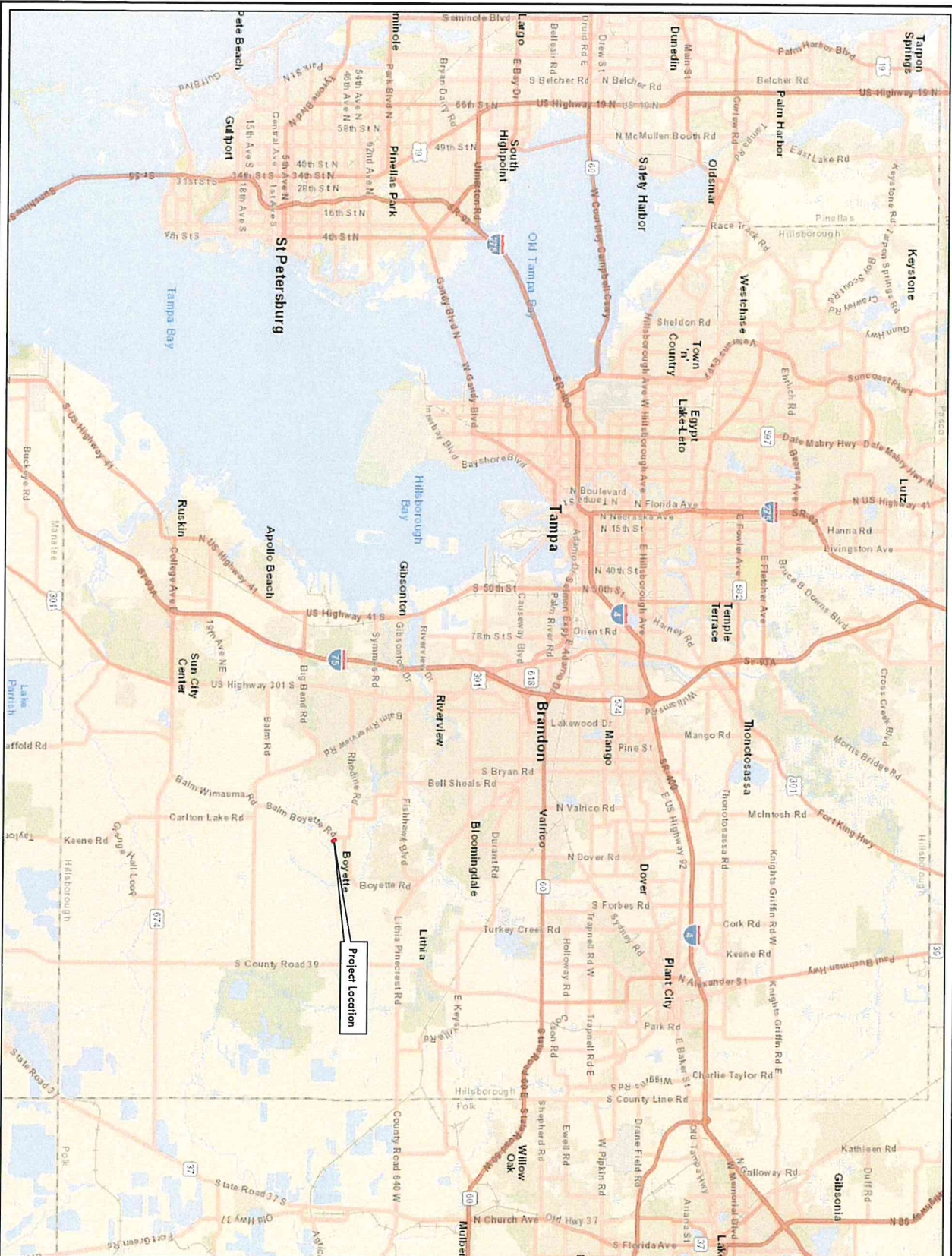
SUBJECT: B & D Ranch Phase 3
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 8, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for B & D Ranch Phase 3, located in Section 4, Township 31, and Range 21, 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 \$375,462.50, a Warranty Bond in the amount of \$25,473.45, 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 \$2,937.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On January 9, 2019, Permission to Construct Prior to Platting was issued for B & D Ranch Phase 3. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is HBWB Development Services, LLC and the engineer is Clearview Land Design.



S:05 T:31 R:21

Notes:
 Clearview Land Design or Hillsborough County made no warranty, representation or guarantee as to the content, accuracy, timeliness, or completeness of any of the geospatial information provided herein.
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NOAA, NGA, Swatch, Swatch, Bing, Google, Mapbox, OpenStreetMap contributors, and the GIS User Community



1 inch = 20,000 feet
 0 20,000 40,000 Feet

Figure: Vicinity Map

Project: B & D Ranch Phase 3

Hillsborough County

File Name: BDR_Vicinity_20211117_11x17.wcs

Map Date: 11/17/2021
 Map Prepared By: WCS

Clearview
 LAND DESIGN, P.L.
 3010 W. Azalee Street, Suite 150
 Tampa, Florida 33609 (813) 223-3919

Legend
 Phase 3 Boundary

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

This Agreement made and entered into this ____ day of _____, 20____, by and between HBWB Development Services, LLC, 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 B & D Ranch Phase 3, hereinafter referred to as 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 such improvements will be installed; and

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

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

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

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

hereafter referred to as the "County Improvements"; and

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

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned 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 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 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County 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 _____, dated _____ and number _____ dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 4164754 dated, 12/16/2021 with HBLB Development Services, LLC as Principal, and Corvent American Ins. Co. as Surety, or
A Warranty Bond, number 4164755 dated, 12/16/2021 with HBLB Development Services, LLC as Principal, and Corvent American Ins. Co. 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 the Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

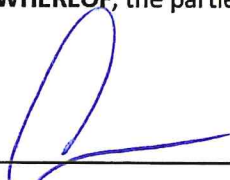
An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

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 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 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 County Improvement facilities 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 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 the 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:



Witness Signature

Allison Mark

Printed Name of Witness




Witness Signature

Dale S. Jones, Jr.

Printed Name of Witness


Subdivider:



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

MARK METCALFE

Name (typed, printed or stamped)



Title 4065 CRESCENT PARK DR.
RIVERVIEW, FL 33578

Address of Signer

813-938-1250

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

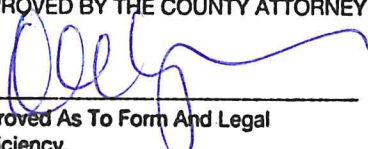
CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal
Sufficiency.

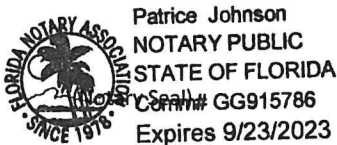
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
21st day of December, 2021, by Mark Metheny as
(day) (month) (year) (name of person acknowledging)
President for HBWB Development Services, LLC
(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



P. Johnson
(Signature of Notary Public - State of Florida)
Patrice Johnson
(Print, Type, or Stamp Commissioned Name of Notary Public)
GG 915 786 9/23/2023
(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)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we HBWB Development Services, LLC

called the Principal, and Great American Insurance Company

called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Three Hundred Seventy Five Thousand Four Hundred Sixty Two and 50/100 (\$375,462.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 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, these subdivision regulations require the construction of improvements in connection with the platting of the B & D Ranch Phase 3 subdivision; and

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

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and

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

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

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 B & D Ranch Phase 3 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 March 8, 2023.

SIGNED, SEALED AND DATED this 16th day of December, 2021.

HBWB Development Services, LLC

ATTEST:

[Signature]

By [Signature]
Principal Seal

Great American Insurance Company

Surety Seal

ATTEST:

[Signature]

By [Signature]
Attorney-In-Fact Seal
Mary Martha Langley, Attorney-in-Fact and
Florida Licensed Resident Agent

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

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 16th day of December, 2021



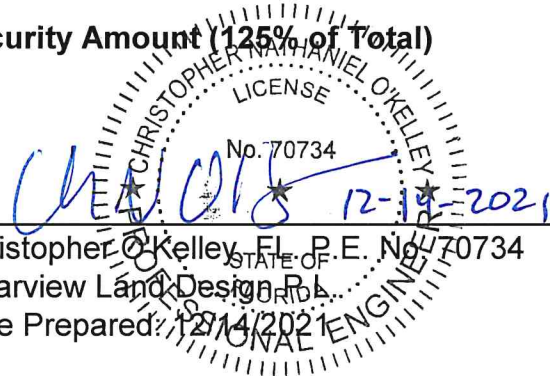
My L C B

Assistant Secretary

Summary For Performance Bond

B & D Ranch Phase 3 FOLIO NUMBER 88487.0000

Streets and Drainage Facilities	\$	225,648.00
Water Distribution System	\$	47,722.00
Sewage Collection System	\$	<u>27,000.00</u>
Total Amount	\$	300,370.00
Security Amount (125% of Total)	\$	375,462.50



Christopher O'Kelley, P.E. No. 70734
Clearview Land Design, P.L.L.C.
Date Prepared: 12/14/2021

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

Item	Quantity	Unit	Unit Price	Total Amount
Compliance w/ requirements of NPDES Permit	1	LS	\$ 2,000.00	\$ 2,000.00
Temporary Construction Entrance	1	EA	\$ 4,000.00	\$ 4,000.00
Silt Fence Installation and Maintenance	1,200	LF	\$ 1.00	\$ 1,200.00
Silt Fence Removal and Offsite Disposal	1,200	LF	\$ 0.40	\$ 480.00
Strip Topsoil (6")	1	LS	\$ 3,000.00	\$ 3,000.00
Site Excavation and Grading	1	LS	\$ 2,650.00	\$ 2,650.00
Sod - Behind Curb	289	SY	\$ 2.75	\$ 794.75
Seed and Mulch - Right of Way	1,519	SY	\$ 0.25	\$ 379.75
Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00
Final Grading	1	LS	\$ 6,150.00	\$ 6,150.00
Connect to Existing Asphalt Pavement	1	EA	\$ 635.00	\$ 635.00
1" Type FC-9.5 Friction Course	2,364	SY	\$ 9.50	\$ 22,458.00
1 1/2" Type SP-12.5 Surface Course	2,364	SY	\$ 12.75	\$ 30,141.00
10" Limerock Base Course (LBR 100 Min.)	2,364	SY	\$ 18.00	\$ 42,552.00
12" Stabilized Subgrade (LBR 40 Min.)	2,364	SY	\$ 6.00	\$ 14,184.00
Drop Curb	30	LF	\$ 16.75	\$ 502.50
Type F Curb	1,080	LF	\$ 14.00	\$ 15,120.00
12" Type B Stabilization	1,110	LF	\$ 3.50	\$ 3,885.00
4" Sidewalk	450	LF	\$ 22.00	\$ 9,900.00
6" Sidewalk	474	LF	\$ 28.00	\$ 13,272.00
ADA Ramps	6	EA	\$ 775.00	\$ 4,650.00
Dead End Barricade (Remove)	1	EA	\$ 100.00	\$ 100.00
Signage and Pavement Marking	1	LS	\$ 13,500.00	\$ 13,500.00
Maintenance of Traffic	1	EA	\$ 1,350.00	\$ 1,350.00
15" RCP	88	LF	\$ 55.00	\$ 4,840.00
Type 1 Curb Inlet	2	EA	\$ 4,300.00	\$ 8,600.00
Lamping/TV	88	LF	\$ 8.00	\$ 704.00
Connect/Complete Top	2	EA	\$ 2,850.00	\$ 5,700.00
2" PVC Sleeves	300	LF	\$ 7.00	\$ 2,100.00
8" PVC Sleeves	100	LF	\$ 18.00	\$ 1,800.00
Total Streets and Drainage System				\$ 225,648.00

Engineers Cost Breakdown

Schedule: Water Distribution System

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

Item	Quantity	Unit	Unit Price	Total Amount
12" DIP Water Main	560	LF	\$ 64.00	\$ 35,840.00
8" PVC Water Main	80	LF	\$ 32.00	\$ 2,560.00
12" Gate Valve and Box	2	EA	\$ 2,450.00	\$ 4,900.00
8" Gate Valve and Box	1	EA	\$ 1,400.00	\$ 1,400.00
12" x 8" Tee	1	EA	\$ 880.00	\$ 880.00
Remove Blowoff Assembly, CONNECT	2	EA	\$ 1,071.00	\$ 2,142.00
Total Water Distribution System				\$ 47,722.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

Item	Quantity	Unit	Unit Price	Total Amount
Connect to to 8" Force Main	1	EA	\$ 1,750.00	\$ 1,750.00
8" PVC Force Main	620	LF	\$ 28.00	\$ 17,360.00
8" Plug Valve	2	EA	\$ 1,750.00	\$ 3,500.00
8" Bend	4	EA	\$ 710.00	\$ 2,840.00
Pressure Test	1	LS	\$ 1,550.00	\$ 1,550.00
Total Sewage Collection System				\$ 27,000.00

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

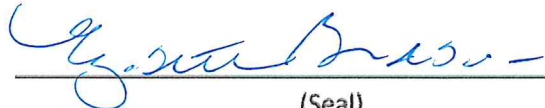
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL March 8, 2025

SIGNED, SEALED AND DATED this 16th day of December, 2021.

ATTEST:


Principal Signature


HBWB Development Services, LLC


(Seal)

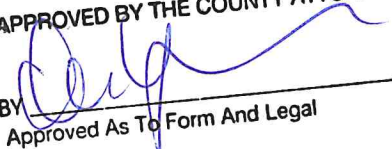
Surety Signature

Great American Insurance Company
(Seal)

ATTEST:


Attorney-in-fact Signature


(Seal)
Mary Martha Langley, Attorney-in-Fact and
Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019



My L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 16th day of December 2021




My L C B

Assistant Secretary

Summary For Warranty Bond

B & D Ranch Phase 3 FOLIO NUMBER 88487.0000

Streets and Drainage Facilities	\$	183,704.50
Water Distribution System	\$	45,580.00
Sewage Collection System	\$	<u>25,450.00</u>
Total Amount	\$	254,734.50
Security Amount (10% of Total)	\$	25,473.45



Christopher O'Kelley, P.E. No. 70734
Clearview Land Design
Date Prepared: 12/14/2021

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

Item	Quantity	Unit	Unit Price	Total Amount
1" Type FC-9.5 Friction Course	2,364	SY	\$ 9.50	\$ 22,458.00
1 1/2" Type SP-12.5 Surface Course	2,364	SY	\$ 12.75	\$ 30,141.00
10" Limerock Base Course (LBR 100 Min.)	2,364	SY	\$ 18.00	\$ 42,552.00
12" Stabilized Subgrade (LBR 40 Min.)	2,364	SY	\$ 6.00	\$ 14,184.00
Drop Curb	30	LF	\$ 16.75	\$ 502.50
Type F Curb	1,080	LF	\$ 14.00	\$ 15,120.00
12" Type B Stabilization	1,110	LF	\$ 3.50	\$ 3,885.00
4" Sidewalk	450	LF	\$ 22.00	\$ 9,900.00
6" Sidewalk	474	LF	\$ 28.00	\$ 13,272.00
ADA Ramps	6	EA	\$ 775.00	\$ 4,650.00
Dead End Barricade (Remove)	1	EA	\$ 100.00	\$ 100.00
Signage and Pavement Marking	1	LS	\$ 13,500.00	\$ 13,500.00
15" RCP	88	LF	\$ 55.00	\$ 4,840.00
Type 1 Curb Inlet	2	EA	\$ 4,300.00	\$ 8,600.00
Total Streets and Drainage System				\$ 183,704.50

Engineers Cost Breakdown

Schedule: Water Distribution System

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

Item	Quantity	Unit	Unit Price	Total Amount
12" DIP Water Main	560	LF	\$ 64.00	\$ 35,840.00
8" PVC Water Main	80	LF	\$ 32.00	\$ 2,560.00
12" Gate Valve and Box	2	EA	\$ 2,450.00	\$ 4,900.00
8" Gate Valve and Box	1	EA	\$ 1,400.00	\$ 1,400.00
12" x 8" Tee	1	EA	\$ 880.00	\$ 880.00
Total Water Distribution System				\$ 45,580.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

Item	Quantity	Unit	Unit Price	Total Amount
Connect to to 8" Force Main	1	EA	\$ 1,750.00	\$ 1,750.00
8" PVC Force Main	620	LF	\$ 28.00	\$ 17,360.00
8" Plug Valve	2	EA	\$ 1,750.00	\$ 3,500.00
8" Bend	4	EA	\$ 710.00	\$ 2,840.00
Total Sewage Collection System				\$ 25,450.00

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between HBWB Development Services, LLC, 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 B & D Ranch Phase 3 (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 Twenty Four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 4164756 dated, 12/16/2021 with HBWB Development Services, LLC as Principal, and Contract American Ins Co. 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:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

Subdivider:

By

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

Name (typed, printed or stamped)

Title

Address of Signer

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY _____
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
21st day of December, 2021, by Mark Metheny as
(day) (month) (year) (name of person acknowledging)
President for HBWB Development Services, LLC.
(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

P. Johnson
(Signature of Notary Public - State of Florida)

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



Patrice Johnson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG915786
Expires 9/23/2023

GG915786
(Commission Number)

9/23/2023
(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

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(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 B & D Ranch Phase 3 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 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 March 8, 2024.

SIGNED, SEALED AND DATED this 16th day of December, 2021.

ATTEST:
[Signature]

HBWB Development Services, LLC
BY: [Signature]
PRINCIPAL (SEAL)

Great American Insurance Company
SURETY (SEAL)

ATTEST:
[Signature]

[Signature]
ATTORNEY-IN-FACT (SEAL)
Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

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

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JUNE, 2019

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



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

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 16th day of December, 2021



Stephen C. Beraha

Assistant Secretary

Summary For Performance Bond

B & D Ranch Phase 3 FOLIO NUMBER 88487.0000

Set All PCPs & Lot Corners	\$	2,350.00
Total Amount	\$	<u>2,350.00</u>
Security Amount (125% of Total)	\$	2,937.50



Christopher O'Kelley, P.E. No. 70734
Clearview Land Design, Inc.
Date Prepared: 12/14/2021

Engineers Cost Breakdown

Schedule: Permanent Control Points (PCPs) & Lot Corners

B & D Ranch Phase 3

FOLIO NUMBER 88487.0000

B & D Ranch Phase 1

FOLIO NUMBER 88487.0000	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 2,350.00	\$ 2,350.00
Total PCPs & Lot Corners				\$2,350.00

B AND D HAWKSTONE PHASE 3

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A parcel of land lying in Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 5, run thence along the South boundary of the Southwest 1/4 of said Section 5, S.89°42'37"E., 1386.11 feet to a point on the Westerly boundary of Tampa Electric Company Property, according to Warranty Deed, as recorded in Official Records Book 6261, Page 1892, of the Public Records of Hillsborough County, Florida; thence along said Westerly boundary of the Tampa Electric Company Property, according to Warranty Deed, as recorded in Official Records Book 6261, Page 1892 and the Westerly boundary of Tampa Electric Company Property, according to Warranty Deed, as recorded in Official Records Book 6116, Page 1813, of the Public Records of Hillsborough County, Florida, N.32°13'35"E., 388.87 feet to the Southeast corner of B AND D HAWKSTONE PHASE 2, according to the plat thereof, as recorded in Plat Book 138, Pages 287 through 299 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said B AND D HAWKSTONE PHASE 2, and said Westerly boundary of Tampa Electric Company Property, according to Warranty Deed, as recorded in Official Records Book 6116, Page 1813, continue N.32°13'35"E., 1324.91 feet to a point on the Westerly boundary of the Property described in Special Warranty Deed, as recorded in Official Records Book 26486, Page 46, of the Public Records of Hillsborough County, Florida and said point also being the **POINT OF BEGINNING**; thence along the aforesaid Easterly boundary of B AND D HAWKSTONE PHASE 2, the following three (3) courses: 1) Northwestly, 610.41 feet along the arc of a curve to the right, having a radius of 1637.00 feet and a central angle of 21°21'53" (chord bearing N.35°27'37"W., 606.88 feet); 2) N.63°18'56"E., 74.04 feet to a point on a curve; 3) Southeastly, 570.03 feet along the arc of a curve to the left, having a radius of 1563.00 feet and a central angle of 20°53'46" (chord bearing S.35°08'09"E., 566.88 feet) to a point on the aforesaid Westerly boundary of the Tampa Electric Company Property, according to Warranty Deed, as recorded in Official Records Book 6116, Page 1813, also being the Northernmost corner of the aforesaid Property described in Special Warranty Deed, as recorded in Official Records Book 26486, Page 46; thence along the Westerly boundary of said Property described in Special Warranty Deed, as recorded in Official Records Book 26486, Page 46, S.32°13'35"W., 75.63 feet to the **POINT OF BEGINNING**.

Containing 1.003 acres, more or less.

NOTES:

- Northing and Easting coordinates (indicated in feet) 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, have been established to a minimum of third order accuracy, and are supplemental data only, as established from a RTK GPS Network and verified by horizontal control monument. Control point used for originating coordinates: National Geodetic Survey (NGS) Control Station "DIXON". The coordinates are intended for informational purposes only.
- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.
- This plat, at the time of its recording, is benefited by and subject to the following:
 - Notice of Establishment of the Hawkstone Community Development District recorded May 10, 2019 in Official Records Book 28616, Page 45-41.
 - Agreement to Convey or Dedicate (Series 2019 Bonds - Assessment Area 1) by and between Jen Florida 32, LLC, a Florida limited liability company, and the Hawkstone Community Development District, a local unit of special purpose government, both existing and operating in accordance with Chapter 190, Florida Statutes, recorded September 23, 2019 in Official Records Book 26972, Page 1806.
 - Temporary Drainage, Access and Utility Easement in favor of Hillsborough County, a political subdivision of the State of Florida, recorded October 14, 2020 in Official Records Instrument No. 2020424242.



NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

SURVEYOR'S CERTIFICATION

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivided; that this plat was prepared under my direction and supervision and complies with all the survey requirements of Chapter 177, Part I, Florida Statutes, and the Hillsborough County Land Ordinance No. 2019-01, as amended, and the Florida Professional Surveyor and Mapper Act of November, 2021, as shown herein, and that the "P.C.P." (Professional Control Points) shown on this plat, as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (6) (9), or pursuant to terms of bond, there are no Lot Corners on this plat to be set.

AMERRITT, INC., (Certificate of Authorization Number LB7778)
 3010 W. Azeele Street, Suite 150
 Tampa, Florida 33609

Arthur W. Merritt, (License No. LS4498)
 Florida Professional Surveyor and Mapper

DEDICATION: The undersigned, Homes by West Bay, LLC, a Florida limited liability company (the "Owner") of the lands platted herein does hereby dedicate this Plat of B AND D HAWKSTONE PHASE 3, for record.

Owner does hereby dedicate the (Public) right-of-way for Hawkstone Trail Boulevard as shown hereon, to the public. In general and to Hillsborough County, Florida (the "County") for public use.

HOMES BY WEST BAY, LLC, a Florida limited liability company - OWNER

Marvin L. Metheny Jr., as President _____ Witness _____
 Printed Name _____ Printed Name _____

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 _____, 20____, by Marvin L. Metheny Jr., as President of HOMES BY WEST BAY, LLC, a Florida limited liability company, on behalf of the company. Personally known to me _____ or has produced _____ as identification.

Notary Public, State of Florida at Large _____ My Commission expires: _____
 (Printed Name of Notary) _____ Commission Number: _____

BOARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Date _____ Chairman _____

CLERK OF CIRCUIT COURT

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

BY: Clerk of Circuit Court _____ BY: Deputy Clerk _____
 This _____ day of _____, 20____ TIME _____

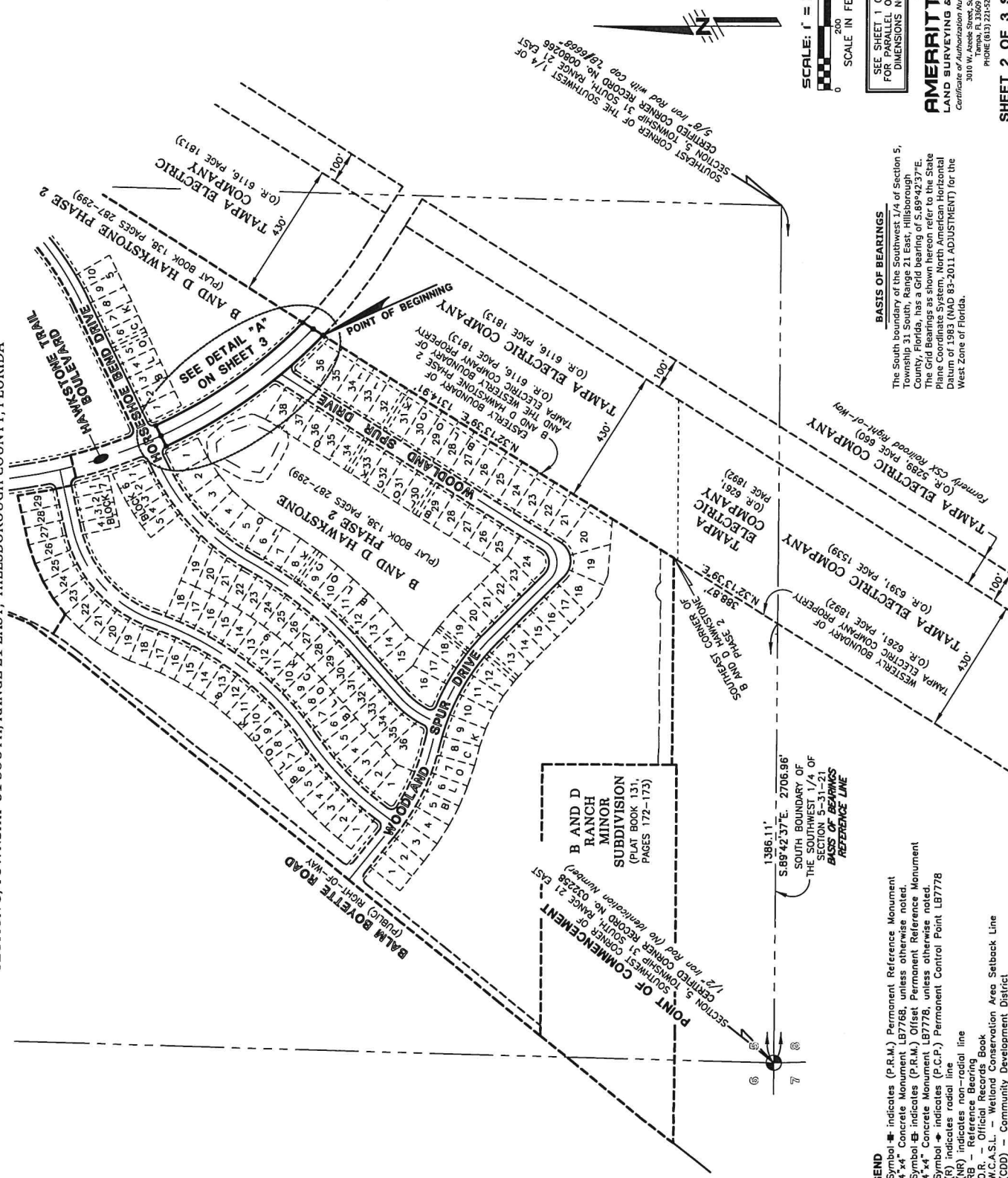
CLERK FILE NUMBER _____

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

PLAT APPROVAL: This plat has been reviewed in accordance with the Florida Statutes, Section 177.081 for Chapter conformity. The geometric data has not been verified.

Reviewed by: _____
 Florida Professional Surveyor and Mapper, License No. _____, Hillsborough County Survey Section, Geospatial & Land Acquisition Services Department, Hillsborough County

B AND D HAWKSTONE PHASE 3
SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



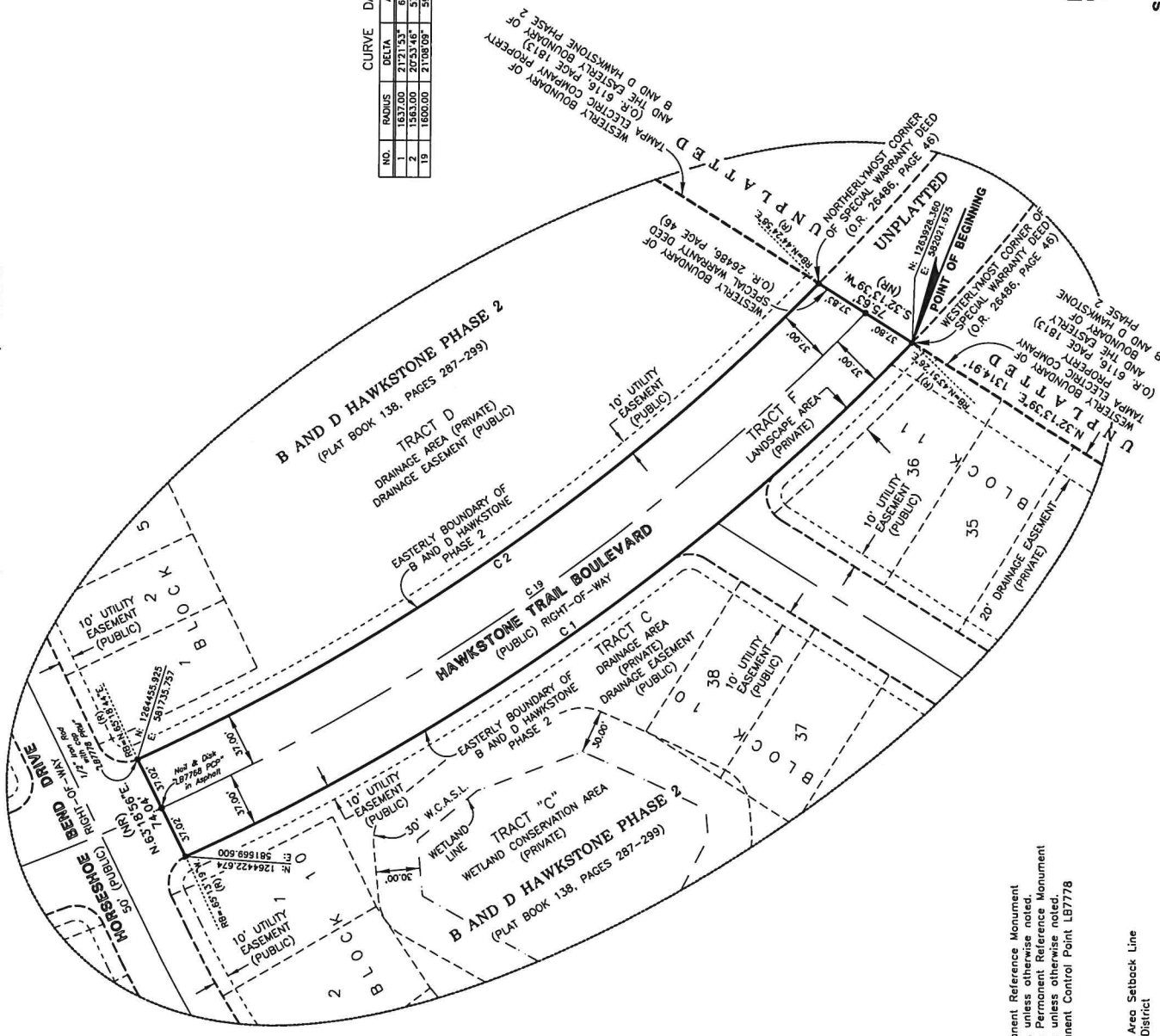
- LEGEND**
1. Symbol \blacksquare indicates (P.R.M.) Permanent Reference Monument
 2. Symbol \blacktriangle indicates (P.R.M.) Permanent Reference Monument
 3. Symbol \blacklozenge indicates (P.R.M.) Permanent Reference Monument
 4. Symbol \blacktriangledown indicates (P.C.P.) Permanent Control Point LB7778
 5. (R) indicates radial line
 6. (NR) indicates non-radial line
 7. RB - Reference Bearing
 8. O.R. - Official Records Book
 9. W.C.A.S.L. - Wetland Conservation Area Setback Line
 9. (CDD) - Community Development District

BASIS OF BEARINGS
The South boundary of the Southwest 1/4 of Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida, has a Grid bearing of S.89°42'37"E. 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.

SEE SHEET 1 OF 3 FOR PARALLEL OFFSET DIMENSIONS NOTE

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
Tampa, FL 33609
3010 W. Anselm Street, Suite 150
PHONE (813) 221-5300

B AND D HAWKSTONE PHASE 3
SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	1637.00	21°21'53"	610.41	606.65	N 35°27'53" W
2	1583.00	20°53'46"	570.03	566.88	S 35°08'09" E
19	1600.00	21°08'09"	590.23	586.89	S 35°18'07" E



SEE SHEET 2 OF 3 FOR BASIS OF BEARINGS
SEE SHEET 1 OF 3 FOR PARALLEL OFFSET DIMENSIONS NOTE

DETAIL "A"

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
Tampa, FL 33609
3010 W. Askele Street, Suite 150
PHONE (813) 231-5100

- LEGEND**
- Symbol indicates (P.R.M.) Permanent Reference Monument
 - Symbol indicates (P.R.M.) Concrete Monument LB7768, unless otherwise noted.
 - Symbol indicates (P.R.M.) Offset Permanent Reference Monument
 - Symbol indicates (P.C.P.) Permanent Control Point LB7778
 - (R) indicates radial line
 - (R) indicates non-radial line
 - OR - Official Records Book
 - W.C.A.S.L. - Wetland Conservation Area Setback Line
 - (CDD) - Community Development District