

SUBJECT: Hinton Hawkstone Subdivision Phase 1A1
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 8, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Hinton Hawkstone Subdivision Phase 1A1, located in Section 5, 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 \$2,414,730.57, a Warranty Bond in the amount of \$1,665,049.38, 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 \$7,187.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On April 23, 2021, Permission to Construct Prior to Platting was issued for Hinton Hawkstone Subdivision Phase 1A1. 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.



3010 W. Azalea Street, Suite 150
Tampa, Florida 33609 (813) 223-3919

Legend
Phase 1A1



S: 05 T: 31 R: 21

Notes:
Clearview Land Design or Hillsborough County neither warrants, represents or guarantees the accuracy, timeliness, or completeness of any of the geospatial information provided herein.
Service Layer Credits: Source: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Beijing), Swisstopo, DeLorme, NAVTEQ, IGN, Esri, Swisstopo, OpenStreetMap contributors, and the GIS User Community

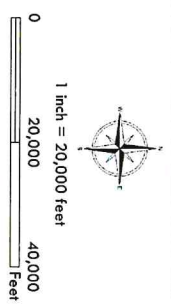


Figure: Vicinity Map	
Project: Hinton Phase 1A1	
Hillsborough County	
Filename: HNTL_A1_Vicinity_20211123_11x17_wcs	
Map Date: 11/23/2021	Map Prepared By: WCS

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 Hinton Hawkstone Phase 1A1
_____, hereafter 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 4164757 dated, December 21, 2021 with HBWB Development Services, LLC as Principal, and Great American Insurance Company as Surety, or
A Warranty Bond, number 4164758 dated, December 21, 2021 with HBWB Development Services, LLC as Principal, and Great American Insurance Company 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:



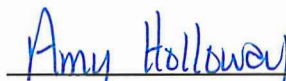
Witness Signature



Printed Name of Witness

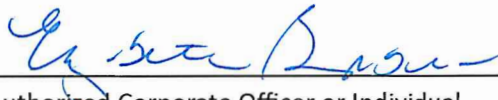


Witness Signature



Printed Name of Witness

Subdivider:

By 

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

Elizabeth Bradburn

Name (typed, printed or stamped)

Chief Financial Officer

Title

4065 Crescent Park Drive, Riverview, FL 33578

Address of Signer

813-999-1568

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

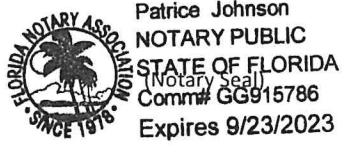
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
22nd day of December, 2021, by Elizabeth Bradburn as
(day) (month) (year) (name of person acknowledging) as
Chief Financial Officer 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)



GG915786 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

(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 Hinton Hawkstone Phase 1A1 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 8, 2023.

SIGNED, SEALED AND DATED this 21st 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 Lengley, 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 .



Steph C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

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 **21st** day of **December**, 2021 .



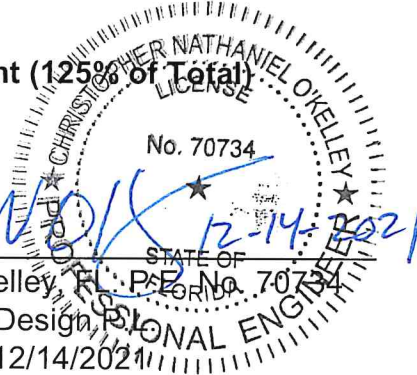
Steph C. B.

Assistant Secretary

Summary For Performance Bond

HINTON PHASE 1A1 FOLIO NUMBER 88480.0000

Streets and Drainage Facilities	\$ 1,400,102.45
Water Distribution System	\$ 277,558.00
Sewage Collection System	<u>\$ 254,124.00</u>
Total Amount	\$ 1,931,784.45
Security Amount (125% of Total)	\$ 2,414,730.57


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

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

HINTON PHASE 1A1

FOLIO NUMBER 88480.0000

Item	Quantity	Unit	Unit Price	Total Amount
Pond A	1	EA	\$ 197,000.00	\$ 197,000.00
Pond B	1	EA	\$ 132,500.00	\$ 132,500.00
NPDES Compliance	1	EA	\$ 13,500.00	\$ 13,500.00
Silt Fence	6,872	LF	\$ 1.40	\$ 9,620.80
Mobilization	1	EA	\$ 44,250.00	\$ 44,250.00
Sod - Behind Curb	924	SY	\$ 2.75	\$ 2,539.93
Sod - Pond Berms	11,954	SY	\$ 2.75	\$ 32,874.72
Seed and Mulch (Lots)	34,820	SY	\$ 0.25	\$ 8,705.00
Seed and Mulch (Right of Way)	23,198	SY	\$ 0.25	\$ 5,799.50
Final Grading	1	EA	\$ 39,250.00	\$ 39,250.00
Clear and Grubbing	1	EA	\$ 20,000.00	\$ 20,000.00
Strip Topsoil	1	EA	\$ 52,500.00	\$ 52,500.00
Site Excavation and Grading	1	EA	\$ 18,500.00	\$ 18,500.00
Temporary Construction	1	EA	\$ 4,000.00	\$ 4,000.00
1" Type FC-9.5 Friction Course	7,876	SY	\$ 9.50	\$ 74,822.00
2" Type SP-12.5 Surface Course	7,876	SY	\$ 11.00	\$ 86,636.00
8" Crushed Concrete Base Course (LBR 150 Min.)	7,876	SY	\$ 12.00	\$ 94,512.00
1-1/2" Type SP-12.5 Surface Course	3,344	SY	\$ 10.75	\$ 35,948.00
6" Crushed Concrete Base Course (LBR 150)	3,344	SY	\$ 9.00	\$ 30,096.00
12" Stabilized Subgrade (LBR 20 Min.)	11,220	SY	\$ 2.00	\$ 22,440.00
Type A Curb (Miami)	2,398	LF	\$ 12.25	\$ 29,375.50
Drop Curb	60	LF	\$ 16.75	\$ 1,005.00
Type F Curb	3,750	LF	\$ 14.00	\$ 52,500.00
Curb Transition	42	LF	\$ 9.00	\$ 378.00
6" Type B Stabilization	2,476	LF	\$ 3.50	\$ 8,666.00
12" Type B Stabilization	3,454	LF	\$ 3.50	\$ 12,089.00
4" Sidewalk	2,960	LF	\$ 22.00	\$ 65,120.00
Stabilized Pathway w/ Sod Underlaid by Geoweb	945	SY	\$ 44.00	\$ 41,580.00
ADA Ramps	10	EA	\$ 775.00	\$ 7,750.00
Signage and Pavement Marking	1	EA	\$ 24,750.00	\$ 24,750.00
15" RCP	270	LF	\$ 40.00	\$ 10,800.00
18" RCP	458	LF	\$ 45.00	\$ 20,610.00
24" RCP	1,190	LF	\$ 62.00	\$ 73,780.00
30" RCP	95	LF	\$ 81.00	\$ 7,695.00
36" RCP	102	LF	\$ 105.00	\$ 10,710.00
Type 1 Curb Inlet	13	EA	\$ 4,200.00	\$ 54,600.00
Type 2 Curb Inlet	3	EA	\$ 4,600.00	\$ 13,800.00
Manhole (4' Dia.)	3	EA	\$ 2,750.00	\$ 8,250.00
Control Structure 33 (FDOT Box Type "D")	1	EA	\$ 4,600.00	\$ 4,600.00
Control Structure 18 (FDOT Box Type "C")	1	EA	\$ 3,500.00	\$ 3,500.00
Mitered End Section (15" RCP)	1	EA	\$ 1,950.00	\$ 1,950.00
Mitered End Section (18" RCP)	2	EA	\$ 2,050.00	\$ 4,100.00
Mitered End Section (24" RCP)	3	EA	\$ 2,200.00	\$ 6,600.00
Mitered End Section (30" RCP)	2	EA	\$ 3,250.00	\$ 6,500.00
Mitered End Section (36" RCP)	1	EA	\$ 3,900.00	\$ 3,900.00
Total Streets and Drainage System				\$ 1,400,102.45

Engineers Cost Breakdown

Schedule: Water Distribution System

HINTON PHASE 1A1

FOLIO NUMBER 88480.0000

Item	Quantity	Unit	Unit Price	Total Amount
12" DIP Water Main	1,901	LF	\$ 64.00	\$ 121,664.00
8" PVC Water Main	1,533	LF	\$ 28.00	\$ 42,924.00
4" PVC Water Main	475	LF	\$ 13.00	\$ 6,175.00
2" HDPE Water Service to Lift Station	144	EA	\$ 10.00	\$ 1,440.00
8" Bends	3	EA	\$ 315.00	\$ 945.00
4" Bends	11	EA	\$ 185.00	\$ 2,035.00
12" Gate Valve	10	EA	\$ 2,450.00	\$ 24,500.00
8" Gate Valve	3	EA	\$ 1,400.00	\$ 4,200.00
4" Gate Valve	1	EA	\$ 825.00	\$ 825.00
2" Gate Valve	3	EA	\$ 690.00	\$ 2,070.00
Fire Hydrant Assembly**	7	EA	\$ 4,500.00	\$ 31,500.00
8" X 4" Reducer	1	EA	\$ 265.00	\$ 265.00
Temporary Blow-Off Assembly**	1	EA	\$ 540.00	\$ 540.00
Single Service (Short)***	6	EA	\$ 350.00	\$ 2,100.00
Double Service (Short)	11	EA	\$ 500.00	\$ 5,500.00
Double Service (Long)	8	EA	\$ 675.00	\$ 5,400.00
12" x 2" Tee	3	EA	\$ 880.00	\$ 2,640.00
12" x 8" Tee	1	EA	\$ 880.00	\$ 880.00
12" Cross	1	EA	\$ 1,150.00	\$ 1,150.00
Pump Station Meter and RPZ Backflow Preventer	1	EA	\$ 2,100.00	\$ 2,100.00
Chlorine Injection Point	1	EA	\$ 205.00	\$ 205.00
Temporary Construction Meter	1	EA	\$ 18,500.00	\$ 18,500.00
Total Water Distribution System				\$ 277,558.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

HINTON PHASE 1A1

FOLIO NUMBER 88480.0000

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC (6' - 8' Cut)	140	LF	\$ 23.00	\$ 3,220.00
8" PVC (8' - 10' Cut)	380	LF	\$ 25.00	\$ 9,500.00
8" PVC (10' - 12' Cut)	623	LF	\$ 26.00	\$ 16,198.00
8" PVC (16' - 18' Cut)	65	LF	\$ 60.00	\$ 3,900.00
8" PVC (18' - 20' Cut)	1,039	LF	\$ 75.00	\$ 77,925.00
Standard Manhole (6' - 8' Cut)	2	EA	\$ 2,900.00	\$ 5,800.00
Standard Manhole (10' - 12' Cut)	3	EA	\$ 3,650.00	\$ 10,950.00
Standard Manhole (16' - 18' Cut)	1	EA	\$ 6,950.00	\$ 6,950.00
Standard Manhole (18' - 20' Cut)	3	EA	\$ 7,350.00	\$ 22,050.00
Drop Manhole (18' - 20' Cut)	1	EA	\$ 11,000.00	\$ 11,000.00
8" Plug and Stub	2	EA	\$ 500.00	\$ 1,000.00
Single Sewer Service Connection**	4	EA	\$ 625.00	\$ 2,500.00
Double Sewer Service Connection**	20	EA	\$ 850.00	\$ 17,000.00
Pump Station (8' DIA, 27' CUT)	1	EA	\$ 39,000.00	\$ 39,000.00
6" PVC Forcemain	2,006	LF	\$ 11.00	\$ 22,066.00
8" Plug Valve	1	EA	\$ 2,050.00	\$ 2,050.00
6" Plug Valve	2	EA	\$ 750.00	\$ 1,500.00
6" Bend	3	EA	\$ 295.00	\$ 885.00
8" x 6" Reducer	1	EA	\$ 630.00	\$ 630.00
Total Sewage Collection System				\$ 254,124.00

SUBDIVISION WARRANTY 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
One Million Six Hundred Sixty Five Thousand Forty Nine and 38 (\$ 1,665,049.38) Dollars for the payment of which
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in 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 Warranty Bond; and

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Hinton Hawkstone Phase 1A1. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Streets, Drainage, Water and Wastewater
_____; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Hinton Hawkstone Phase 1A1 against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;

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

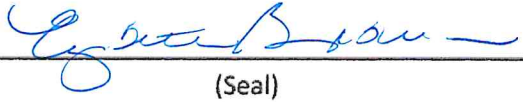
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 8, 2025

SIGNED, SEALED AND DATED this 21st day of December, 2021.

ATTEST:


Principal Signature

HBWB Development Services, LLC


(Seal)

Surety Signature

(Seal)

ATTEST:


Attorney-in-fact Signature

Great American Insurance Company


(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



Steph C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

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 21st day of December 2021



Steph C. B.

Assistant Secretary

Summary For Warranty Bond

HINTON PHASE 1A1 FOLIO NUMBER 88480.0000

Streets and Drainage Facilities	\$	819,062.50
Water Distribution System	\$	258,853.00
Sewage Collection System	\$	<u>254,124.00</u>
Total Amount	\$	1,332,039.50
Security Amount (125% of Total)	\$	1,665,049.38



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

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

HINTON PHASE 1A1

FOLIO NUMBER 88480.0000

Item	Quantity	Unit	Unit Price	Total Amount
1" Type FC-9.5 Friction Course	7,876	SY	\$ 9.50	\$ 74,822.00
2" Type SP-12.5 Surface Course	7,876	SY	\$ 11.00	\$ 86,636.00
8" Crushed Concrete Base Course (LBR 150 Min.)	7,876	SY	\$ 12.00	\$ 94,512.00
1-1/2" Type SP-12.5 Surface Course	3,344	SY	\$ 10.75	\$ 35,948.00
6" Crushed Concrete Base Course (LBR 150)	3,344	SY	\$ 9.00	\$ 30,096.00
12" Stabilized Subgrade (LBR 20 Min.)	11,220	SY	\$ 2.00	\$ 22,440.00
Type A Curb (Miami)	2,398	LF	\$ 12.25	\$ 29,375.50
Drop Curb	60	LF	\$ 16.75	\$ 1,005.00
Type F Curb	3,750	LF	\$ 14.00	\$ 52,500.00
Curb Transition	42	LF	\$ 9.00	\$ 378.00
6" Type B Stabilization	2,476	LF	\$ 3.50	\$ 8,666.00
12" Type B Stabilization	3,454	LF	\$ 3.50	\$ 12,089.00
4" Sidewalk	2,960	LF	\$ 22.00	\$ 65,120.00
Stabilized Pathway w/ Sod Underlaid by Geoweb	945	SY	\$ 44.00	\$ 41,580.00
ADA Ramps	10	EA	\$ 775.00	\$ 7,750.00
Signage and Pavement Marking	1	EA	\$ 24,750.00	\$ 24,750.00
15" RCP	270	LF	\$ 40.00	\$ 10,800.00
18" RCP	458	LF	\$ 45.00	\$ 20,610.00
24" RCP	1,190	LF	\$ 62.00	\$ 73,780.00
30" RCP	95	LF	\$ 81.00	\$ 7,695.00
36" RCP	102	LF	\$ 105.00	\$ 10,710.00
Type 1 Curb Inlet	13	EA	\$ 4,200.00	\$ 54,600.00
Type 2 Curb Inlet	3	EA	\$ 4,600.00	\$ 13,800.00
Manhole (4' Dia.)	3	EA	\$ 2,750.00	\$ 8,250.00
Control Structure 33 (FDOT Box Type "D")	1	EA	\$ 4,600.00	\$ 4,600.00
Control Structure 18 (FDOT Box Type "C")	1	EA	\$ 3,500.00	\$ 3,500.00
Mitered End Section (15" RCP)	1	EA	\$ 1,950.00	\$ 1,950.00
Mitered End Section (18" RCP)	2	EA	\$ 2,050.00	\$ 4,100.00
Mitered End Section (24" RCP)	3	EA	\$ 2,200.00	\$ 6,600.00
Mitered End Section (30" RCP)	2	EA	\$ 3,250.00	\$ 6,500.00
Mitered End Section (36" RCP)	1	EA	\$ 3,900.00	\$ 3,900.00
Total Streets and Drainage System				\$ 819,062.50

Engineers Cost Breakdown

Schedule: Water Distribution System

HINTON PHASE 1A1

FOLIO NUMBER 88480.0000

Item	Quantity	Unit	Unit Price	Total Amount
12" DIP Water Main	1,901	LF	\$ 64.00	\$ 121,664.00
8" PVC Water Main	1,533	LF	\$ 28.00	\$ 42,924.00
4" PVC Water Main	475	LF	\$ 13.00	\$ 6,175.00
2" HDPE Water Service to Lift Station	144	EA	\$ 10.00	\$ 1,440.00
8" Bends	3	EA	\$ 315.00	\$ 945.00
4" Bends	11	EA	\$ 185.00	\$ 2,035.00
12" Gate Valve	10	EA	\$ 2,450.00	\$ 24,500.00
8" Gate Valve	3	EA	\$ 1,400.00	\$ 4,200.00
4" Gate Valve	1	EA	\$ 825.00	\$ 825.00
2" Gate Valve	3	EA	\$ 690.00	\$ 2,070.00
Fire Hydrant Assembly**	7	EA	\$ 4,500.00	\$ 31,500.00
8" X 4" Reducer	1	EA	\$ 265.00	\$ 265.00
Temporary Blow-Off Assembly**	1	EA	\$ 540.00	\$ 540.00
Single Service (Short)***	6	EA	\$ 350.00	\$ 2,100.00
Double Service (Short)	11	EA	\$ 500.00	\$ 5,500.00
Double Service (Long)	8	EA	\$ 675.00	\$ 5,400.00
12" x 2" Tee	3	EA	\$ 880.00	\$ 2,640.00
12" x 8" Tee	1	EA	\$ 880.00	\$ 880.00
12" Cross	1	EA	\$ 1,150.00	\$ 1,150.00
Pump Station Meter and RPZ Backflow Preventer	1	EA	\$ 2,100.00	\$ 2,100.00
Total Water Distribution System				\$ 258,853.00

Engineers Cost Breakdown

Schedule: Sewage Collection System

HINTON PHASE 1A1

FOLIO NUMBER 88480.0000

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC (6' - 8' Cut)	140	LF	\$ 23.00	\$ 3,220.00
8" PVC (8' - 10' Cut)	380	LF	\$ 25.00	\$ 9,500.00
8" PVC (10' - 12' Cut)	623	LF	\$ 26.00	\$ 16,198.00
8" PVC (16' - 18' Cut)	65	LF	\$ 60.00	\$ 3,900.00
8" PVC (18' - 20' Cut)	1,039	LF	\$ 75.00	\$ 77,925.00
Standard Manhole (6' - 8' Cut)	2	EA	\$ 2,900.00	\$ 5,800.00
Standard Manhole (10' - 12' Cut)	3	EA	\$ 3,650.00	\$ 10,950.00
Standard Manhole (16' - 18' Cut)	1	EA	\$ 6,950.00	\$ 6,950.00
Standard Manhole (18' - 20' Cut)	3	EA	\$ 7,350.00	\$ 22,050.00
Drop Manhole (18' - 20' Cut)	1	EA	\$ 11,000.00	\$ 11,000.00
8" Plug and Stub	2	EA	\$ 500.00	\$ 1,000.00
Single Sewer Service Connection**	4	EA	\$ 625.00	\$ 2,500.00
Double Sewer Service Connection**	20	EA	\$ 850.00	\$ 17,000.00
Pump Station (8' DIA, 27' CUT)	1	EA	\$ 39,000.00	\$ 39,000.00
6" PVC Forcemain	2,006	LF	\$ 11.00	\$ 22,066.00
8" Plug Valve	1	EA	\$ 2,050.00	\$ 2,050.00
6" Plug Valve	2	EA	\$ 750.00	\$ 1,500.00
6" Bend	3	EA	\$ 295.00	\$ 885.00
8" x 6" Reducer	1	EA	\$ 630.00	\$ 630.00
Total Sewage Collection System				\$ 254,124.00

**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 Hinton Hawkstone Phase 1A1 (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 4164759 dated, December 21, 2021 with HBWB Development Services, LLC as Principal, and Great American 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:



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)

Elizabeth Bradburn

Name (typed, printed or stamped)

Chief Financial Officer

Title

4065 Crescent Park Dr., Riverview, FL 33578

Address of Signer

813-999-1568

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

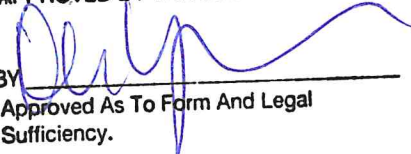
By: _____

Deputy Clerk

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY



BY
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

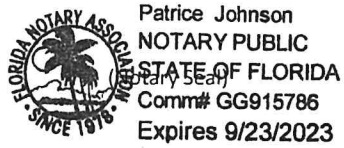
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
22nd day of December, 2021, by Elizabeth Bradburn as
(day) (month) (year) (name of person acknowledging)
Chief Financial Officer 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)



00915786 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

(Signature of Notary Public - State of Florida)

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

(Notary Seal) (Commission Number) (Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

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 _____

Seven Thousand One Hundred Eighty Seven and 50/100 (\$7,187.50) Dollars for the payment of which sum,

well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

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

WHEREAS, pursuant to these subdivision regulations a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Hinton Hawkstone Phase 1A1 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; 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 Hinton Hawkstone Phase 1A1 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twenty Four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 8, 2024.

SIGNED, SEALED AND DATED this 21st day of December, 2021.

ATTEST:

R. Johnson

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



Steph L. C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

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 **21st** day of **December**, 2021



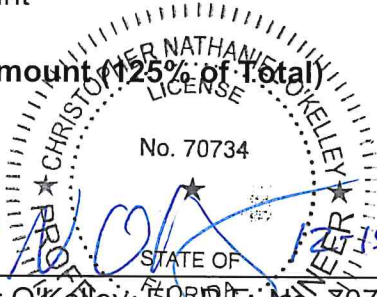
Steph L. C. B.

Assistant Secretary

Summary For Performance Bond

Hinton Ranch Phase 1A1
FOLIO NUMBER 88480.0000

Set All PCPs & Lot Corners	\$	5,750.00
Total Amount	\$	5,750.00
Security Amount (125% of Total)	\$	7,187.50


Christopher O'Kelley, P.E. No. 70734
Clearview Land Design, Inc.
Date Prepared: 12/15/2021

Engineers Cost Breakdown

Schedule: Permanent Control Points (PCPs) & Lot Corners

Hinton Ranch Phase 1A1

FOLIO NUMBER 88480.0000

Hinton Ranch Phase 1A1

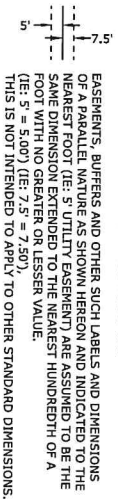
FOLIO NUMBER 88487.0000	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 5,750.00	\$ 5,750.00
Total PCPs & Lot Corners				\$5,750.00

HINTON HAWKSTONE PHASE 1A1
SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-1"	(CDD) OPEN SPACE; (CDD) DRAINAGE, LANDSCAPE AND SIGNAGE AREA; WETLAND CONSERVATION AREA; (PUBLIC) DRAINAGE AND ACCESS EASEMENT; (PUBLIC) EASEMENT; (PUBLIC) EASEMENT	19.306 AC.±
TRACT "B-2"	(CDD) OPEN SPACE; DRAINAGE; LANDSCAPE AND SIGNAGE AREA; UTILITY EASEMENT	0.093 AC.±
TRACT "B-3"	(CDD) OPEN SPACE; LANDSCAPE AND SIGNAGE AREA; UTILITY EASEMENT; (PUBLIC) DRAINAGE AND ACCESS EASEMENT	0.243 AC.±
TRACT "B-4"	(CDD) OPEN SPACE; LANDSCAPE AND SIGNAGE AREA; UTILITY EASEMENT; (PUBLIC) DRAINAGE AND ACCESS EASEMENT	0.235 AC.±
TRACT "Z-1"	(PUBLIC) PUMP STATION SITE	0.174 AC.±

PARALLEL OFFSET DIMENSIONS NOTE:



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 supplanting 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.

DEDICATION: The undersigned, Homes by West Bay, LLC, a Florida limited liability company (the "Owner") of the lands plotted herein does hereby dedicate this Plat of HINTON HAWKSTONE PHASE 1A, for record.

Owner does hereby dedicate to the public in general and to Hillsborough County, Florida (the "County") all (public) streets, roads, Rights-of-Way, as shown hereon for public use.

Owner does hereby grant to the County and all providers of law enforcement, fire emergency, emergency medical, and other similar governmental and quasi-governmental emergency services, a non-exclusive access easement over and across the (Public) Emergency Access Easement as shown hereon for ingress and egress for the performance of their duties in the event of an emergency.

Owner does hereby dedicate the (Public) Drainage and Access Easements as shown hereon, to the County for the benefit of the public, for access and drainage purposes, and for other purposes incidental thereto.

Owner does further dedicate the Utility Easements as shown hereon, to the County for the benefit of the public, for access and utility purposes, and for other purposes incidental thereto.

TRACT "Z-1" (Public) Pump Station Site is hereby dedicated to Hillsborough County for the benefit of the public as a Lift Station site.

Owner does hereby state and declare the following:

Fee Interest in TRACTS "B-1", "B-2", "B-3" and "B-4", as shown hereon, which include the areas within said Tracts designated as (CDD) Open Space; (CDD) Drainage, Landscape and Signage Areas; Wetland Conservation Areas are hereby reserved by the Owner for conveyance by separate Instrument to the Hawkstone Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes or other custodial and maintenance entity, subsequent to the recording of this Plat, for the benefit of the lot owners within the subdivision.

TRACTS "B-1", "B-2", "B-3" and "B-4", including all Areas within such Tracts, are subject to any and all easements, rights of way and tracts dedicated to public use as shown on this plat.

The maintenance of Owner-reserved tracts and areas and private easements reserved by Owners will be the responsibility of the Owners, their assigns and successors in title, which may include the Hawkstone Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes or other custodial and maintenance entity.

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

Harvin L. Metheny Jr., as President

Witness

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 Harvin 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.

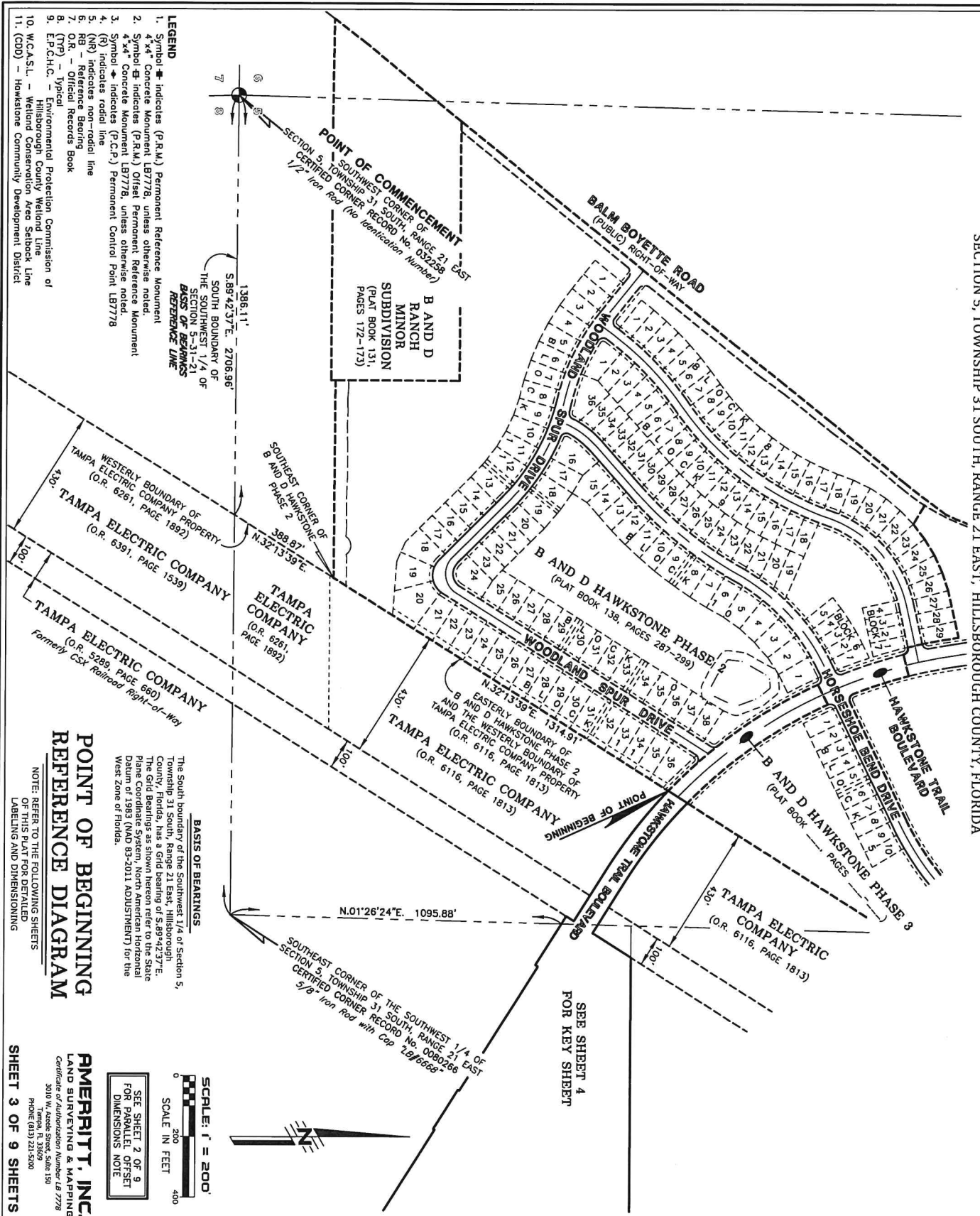
Notary Public, State of Florida at Large

My Commission expires:

(Printed Name of Notary)

Commission Number:

HINTON HAWKSTONE PHASE 1A1
SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



LEGEND

1. Symbol \star - Indicates (P.R.M.) Permanent Reference Monument
2. Symbol \square - Concrete Monument LB7778, unless otherwise noted.
3. Symbol \square - Concrete Monument (P.R.M.) Offset Permanent Reference Monument
4. Symbol \square - Concrete Monument LB7778, unless otherwise noted.
5. Symbol \square - Concrete Monument (P.C.P.) Permanent Control Point LB7778
6. (R) - Indicates radial line
7. (NR) - Reference Bearing
8. RB - Reference Bearing
9. O.R. - Official Records Book
10. (TRP) - Typical
11. (E.P.C.H.C.) - Environmental Protection Commission of Hillsborough County Wetland Addition Line
12. W.C.A.S.L. - Wetland Conservation
13. (CDD) - Hawkstone Community Development District

POINT OF BEGINNING REFERENCE DIAGRAM

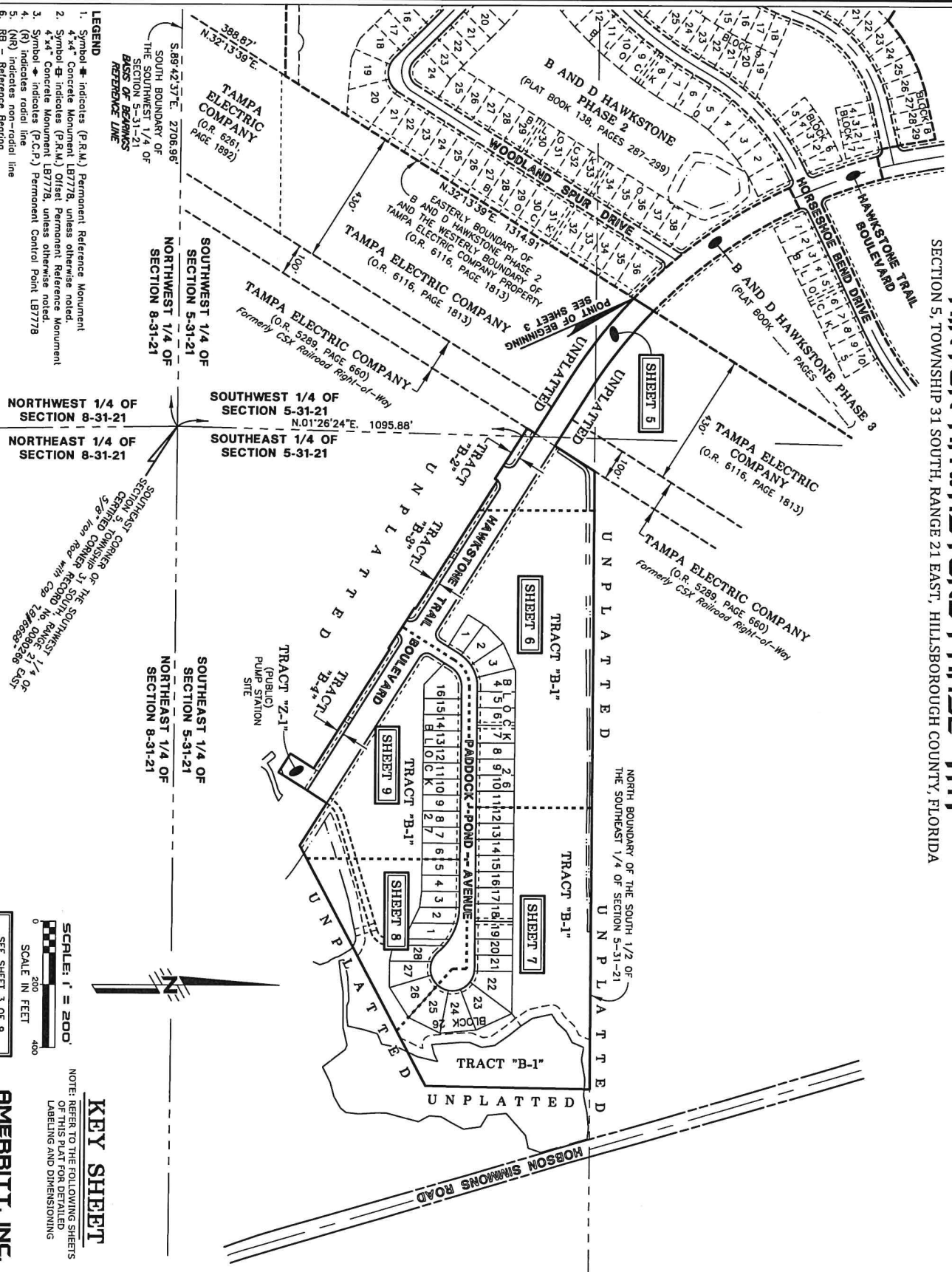
The South boundary of the Southwest 1/4 of Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida, has a grid bearing of S.89°42'37"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

SCALE: 1" = 200'
SCALE IN FEET
SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

AMERITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LA 7778
3010 W. Jesse Street, Suite 150
Palm Bay, FL 32909
Phone: (813) 221-5200

HINTON HAWKSTONE PHASE 1A1

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



LEGEND

1. Symbol \oplus indicates (P.R.M.) Permanent Reference Monument
2. Symbol \otimes indicates (P.R.M.) Offset Permanent Reference Monument
3. Symbol \otimes indicates (P.C.P.) Permanent Control Point LB7778
4. Symbol \oplus indicates (P.C.P.) Permanent Control Point LB7778
5. (R) indicates non-rodial line
6. (NR) indicates non-rodial line
7. (R) - Reference Bearing
8. (TYP) - TYPical Records Book
9. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Welland Line
10. W.C.A.S.L. - Welland Conservation Area Setback Line
11. (CDD) - Hawkstone Community Development District

SOUTH WEST 1/4 OF SECTION 5-31-21
 NORTH WEST 1/4 OF SECTION 8-31-21
 NORTH EAST 1/4 OF SECTION 8-31-21
 SOUTH EAST 1/4 OF SECTION 5-31-21
 SOUTH EAST 1/4 OF SECTION 8-31-21

SOUTH EAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, 5/28' from road with cap 128,689.8'



KEY SHEET

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

AMERRITT, INC.
 LAND SURVEYING & MAPPING
 Certificate of Authorization Number LA 7778
 3010 W. Tennessee, Ft. Meade, FL 32059
 Phone: (813) 221-5000

SCALE: 1" = 200'
 SEE SHEET 3 OF 9 FOR BASIS OF BEARINGS
 SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

SHEET 4 OF 9 SHEETS

HINTON HAWKSTONE PHASE 1A1

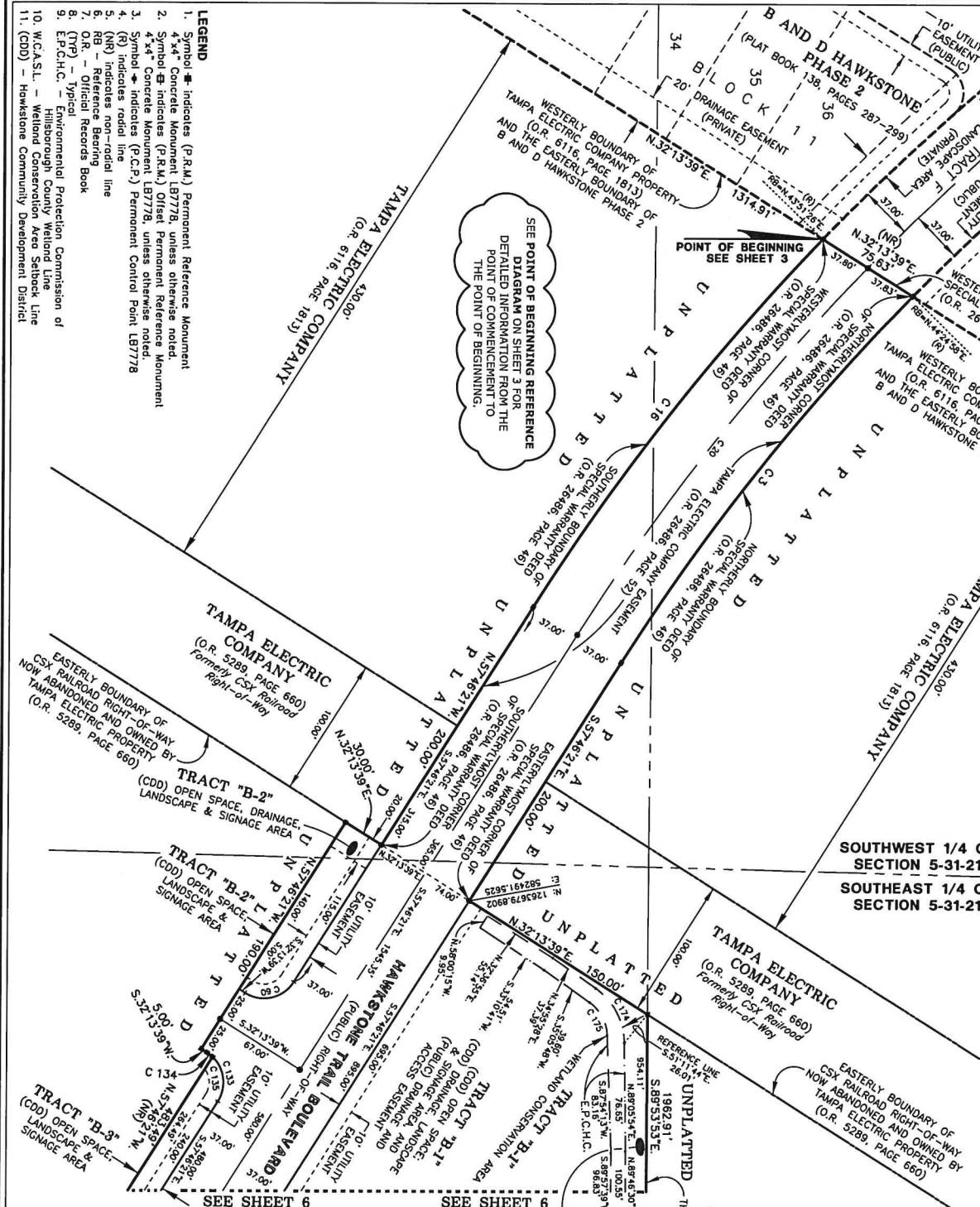
SECTION 5, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

WETLAND CONSERVATION AREA NOTE:
 The Wetland Conservation Area as shown hereon shall be retained in a natural state pursuant to Hillsborough County Florida Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446, and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

SOUTHWEST 1/4 OF SECTION 5-31-21
SOUTHEAST 1/4 OF SECTION 5-31-21

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
3	1543.00	127.119°	332.50	331.88	S51°04'17"E
16	1837.00	113°14'47"	332.28	331.71	S51°52'27"W
20	1800.00	115°41'02"	332.39	331.79	S51°19'16"E
21	2500.00	90°00'00"	39.27	35.38	N77°13'30"E
134	25.00	11°27'13"	5.03	5.03	S3°29'48"W
135	25.00	76°27'47"	34.24	31.62	N82°59'46"E
174	48.00	54°10'25"	45.38	43.71	N62°00'41"E
175	30.00	92°48'25"	27.65	26.88	S81°30'00"W



- LEGEND**
- Symbol \bullet indicates (P.R.M.) Permanent Reference Monument
 - Symbol \times indicates (P.R.M.) Offset Permanent Reference Monument
 - Symbol \oplus indicates (P.R.M.) Offset Permanent Reference Monument
 - Symbol \otimes indicates (P.C.P.) Permanent Control Point LB7778
 - (R) indicates radial line
 - (NR) indicates non-radial line
 - OB - Reference Bearing
 - OB - Official Records Book
 - (TYP) - Official Records Book
 - E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
 - W.C.A.S.L. - Wetland Conservation Area Setback Line
 - (CDD) - Hawkstone Community Development District

SCALE: 1" = 50'

SCALE IN FEET

SEE SHEET 3 OF 9 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

AMERRITT, INC.
 LAND SURVEYING & MAPPING
 Certificate of Authorization Number LB 7778
 3010 W. Tampa, Ft. 33609
 PHONE (813) 221-5200

HINTON HAWKSTONE PHASE 1A1

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

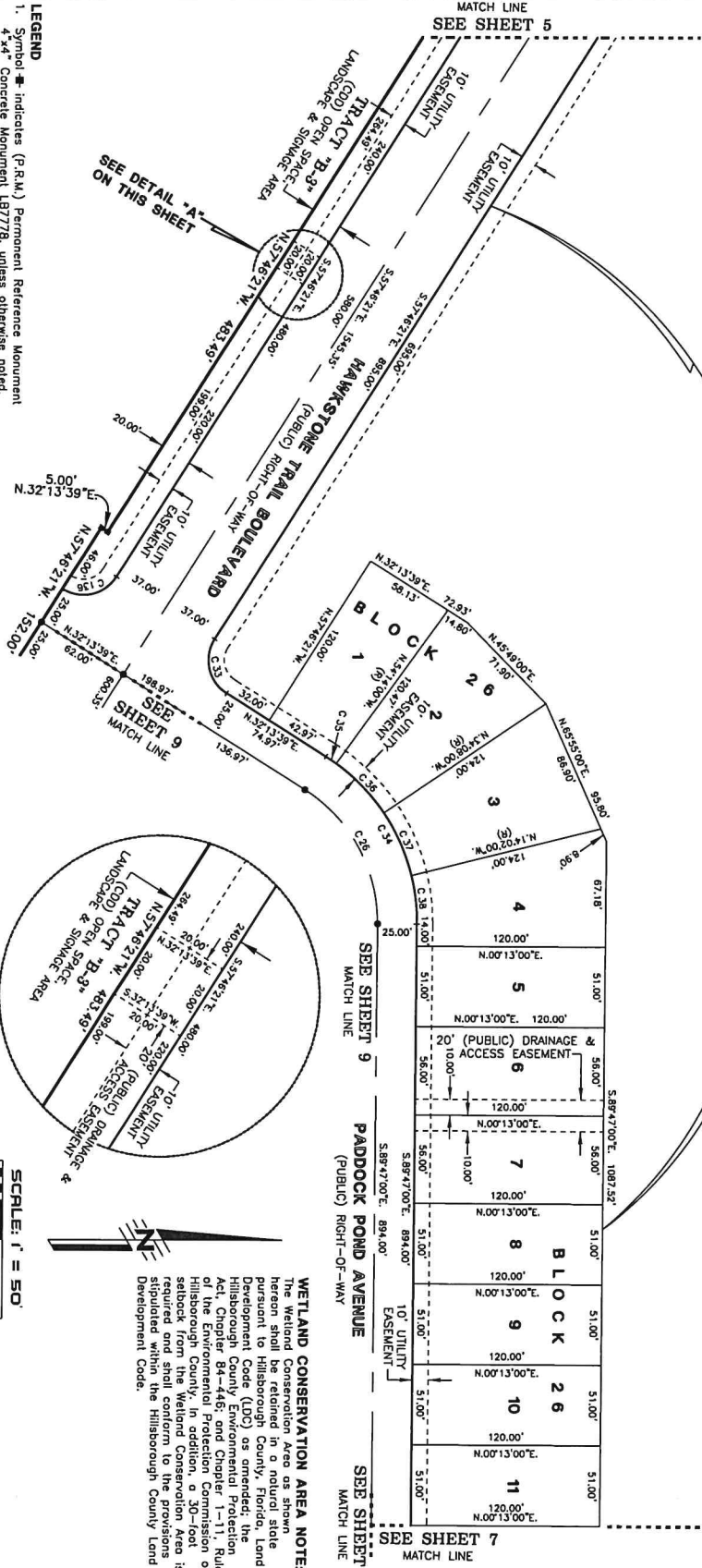
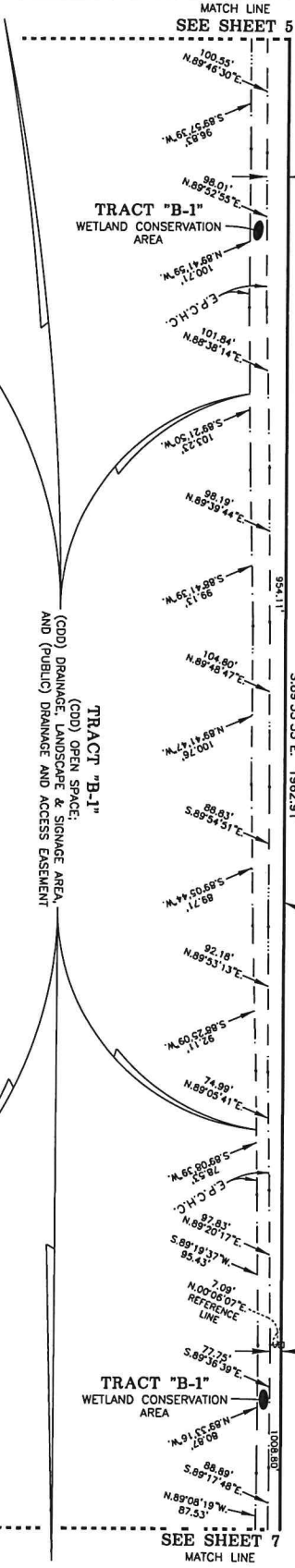
U N P L A T T E D

TRACT "B-1"
(GDD) OPEN SPACE;
(GDD) DRAINAGE, LANDSCAPE
& SIGNAGE AREA, AND
(PUBLIC) DRAINAGE AND
ACCESS EASEMENT

NORTH BOUNDARY OF THE SOUTH 1/2 OF
THE SOUTHEAST 1/4 OF SECTION 5-31-21
S.89°53'53"E. 1982.91'

U N P L A T T E D

TRACT "B-1"
(GDD) OPEN SPACE;
(GDD) DRAINAGE, LANDSCAPE
& SIGNAGE AREA, AND
(PUBLIC) DRAINAGE AND
ACCESS EASEMENT



- LEGEND**
1. Symbol \oplus indicates (P.R.M.) Permanent Reference Monument
 2. Symbol \ominus indicates (P.R.M.) Offset Permanent Reference Monument
 3. Symbol \oplus indicates (P.C.P.) Permanent Control Point LB7778
 4. (R) indicates radial line
 5. (NR) - Reference Bearing
 6. (R) - Reference Bearing
 7. (TRP) - Typical
 8. (E.P.C.H.C.) - Environmental Protection Commission of Hillsborough County
 9. W.C.A.S.L. - Wetland Conservation Area Subst. Line
 10. (GDD) - Homestead Community Development District

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	100.00	57°59'21"	101.21	98.93	N.81°13'20"E
2	125.00	57°59'21"	126.51	122.72	N.81°13'20"E
3	150.00	57°59'21"	151.81	147.02	N.81°13'20"E
4	175.00	57°59'21"	177.11	171.32	N.81°13'20"E
5	200.00	57°59'21"	202.41	195.62	N.81°13'20"E
6	225.00	57°59'21"	227.71	219.92	N.81°13'20"E
7	250.00	57°59'21"	253.01	244.22	N.81°13'20"E
8	275.00	57°59'21"	278.31	268.52	N.81°13'20"E
9	300.00	57°59'21"	303.61	292.82	N.81°13'20"E
10	325.00	57°59'21"	328.91	317.12	N.81°13'20"E
11	350.00	57°59'21"	354.21	341.42	N.81°13'20"E

DETAIL "A"
NOT TO SCALE
(SEE THIS SHEET)



WETLAND CONSERVATION AREA NOTE:
The Wetland Conservation Area as shown hereon shall be retained in a natural state pursuant to Hillsborough County, Florida, Land Preservation Ordinance, Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County, in addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Lake Street, Suite 150
PHOENIX (603) 221-5200

SEE SHEET 3 OF 9
FOR BASIS OF BEARINGS
SEE SHEET 2 OF 9
FOR PARALLEL OFFSET
DIMENSIONS NOTE

SHEET 6 OF 9 SHEETS

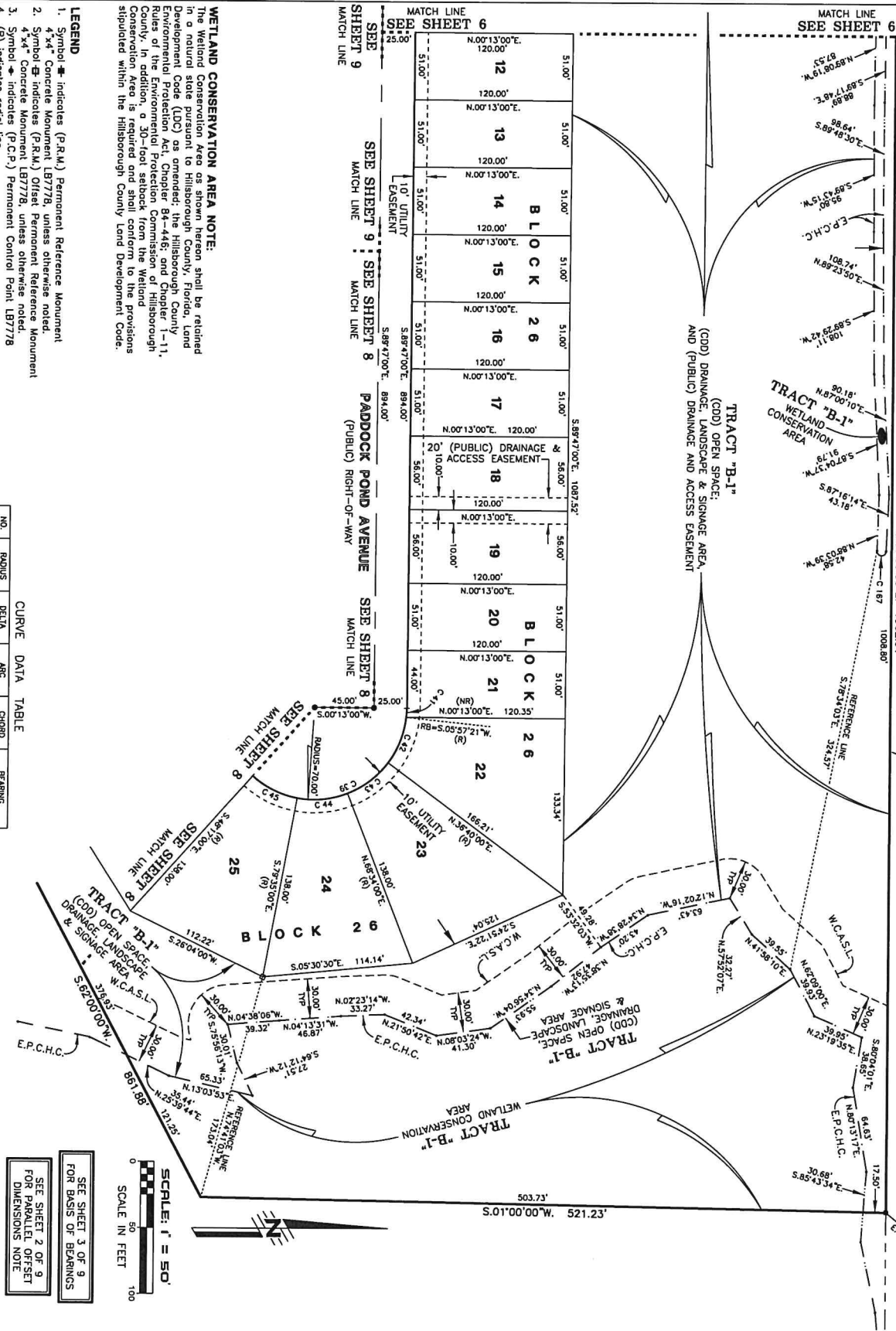
HINTON HAWKSTONE PHASE 1A1

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

TRACT "B-1" (CDD) OPEN SPACE, (CDD) DRAINAGE, LANDSCAPE & SIGNAGE AREA, AND (PUBLIC) DRAINAGE AND ACCESS EASEMENT UNPLATTED

NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5-31-21 S.89°53'53"E. 1962.91'

TRACT "B-1" (CDD) OPEN SPACE, (CDD) DRAINAGE, LANDSCAPE & SIGNAGE AREA, AND (PUBLIC) DRAINAGE AND ACCESS EASEMENT UNPLATTED



WETLAND CONSERVATION AREA NOTE:

The Wetland Conservation Area as shown herein shall be retained in its original state and shall be subject to Hillsborough County Land Development Code (LDC) Chapter 84-44, Hillsborough County Environmental Protection Act, Chapter 84-44, and the Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

- LEGEND**
1. Symbol indicates Permanent Reference Monument
 2. Symbol indicates (P.R.M.) Offset Permanent Reference Monument
 3. Symbol indicates (P.C.P.) Permanent Control Point LB7778
 4. (R) indicates radial line
 5. (NR) indicates non-radial line
 6. RB - Reference Bearing
 7. (O) - Official Records Book
 8. E.P.C.H.C. - Hillsborough County Wetland Conservation Area Setback Line
 9. W.C.A.S.L. - Wetland Conservation Area Setback Line
 10. W.C.A.S.L. - Wetland Conservation Area Setback Line
 11. (CDD) - Howkstone Community Development District

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
30	70.00	131.2010'	160.86	127.65	S.24°02'00"E
41	70.00	131.2010'	160.86	127.65	S.68°21'11"E
42	70.00	304.238'	37.52	37.02	S.37°23'00"E
43	70.00	31.9440'	38.97	38.47	S.05°50'50"E
44	70.00	31.9440'	38.97	38.47	S.26°04'00"W
45	70.00	31.9440'	38.97	38.47	S.07°20'04"W

SCALE: 1" = 50'

SCALE IN FEET

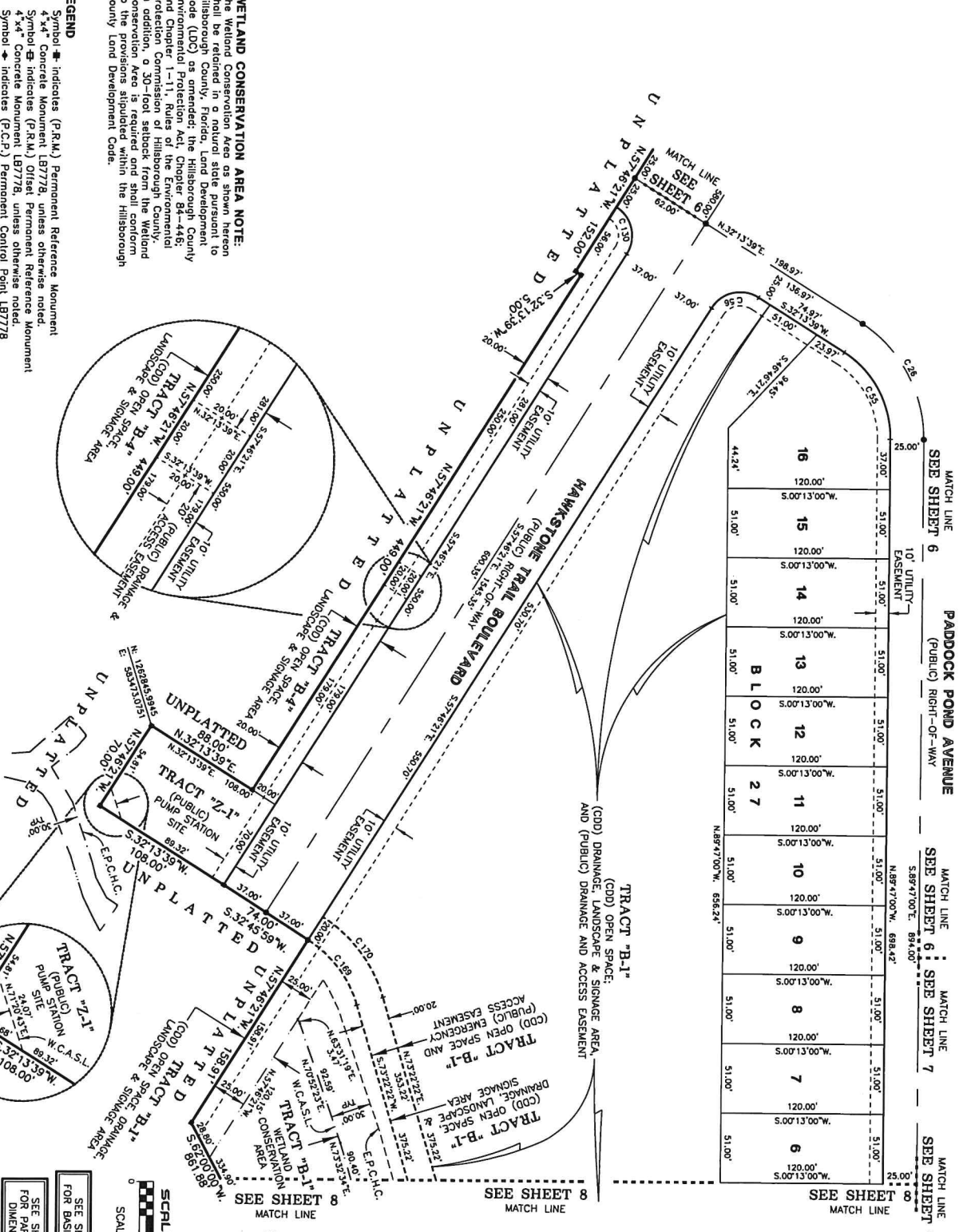
SEE SHEET 3 OF 9 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 9 FOR DIMENSIONS NOTE

PMERRITT, INC.
 LAND SURVEYING & MAPPING
 Certificate of Authorization Number LB 7778
 3010 W. Askele Street, Suite 150
 Tampa, FL 33609
 Phone: (813) 281-5800

HINTON HAWKSTONE PHASE 1A1

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



- LEGEND**
1. Symbol indicates (P.R.M.) Permanent Reference Monument
 2. Symbol indicates (P.R.M.) Offset Permanent Reference Monument
 3. Symbol indicates (P.C.P.) Permanent Control Point LB7778
 4. (NR) indicates non-radial line
 5. RB - Reference Bearing
 6. OK - Official Records Book
 7. OK - Official Records Book
 8. (P.P.) - Typical Hillsborough County Wetland
 9. E.P.C.H.C. - Hillsborough County Environmental Protection Commission of Hillsborough County Wetland Conservation Area Sublock Line
 10. W.C.A.S.L. - Wetland Conservation Area Sublock Line
 11. (CDD) - Howkstone Community Development District

WETLAND CONSERVATION AREA NOTE:
 The Wetland Conservation Area shown herein shall be retained in a natural state, in accordance with the Wetland Conservation Code (WCC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	100.00	67.521°	101.21	96.95	N 61°13'20"E
2	75.00	57.521°	101.21	96.95	S 17°48'21"W
3	25.00	80.000°	39.27	35.36	S 17°48'21"W
4	25.00	90.000°	39.27	35.36	N 77°13'33"E
5	85.00	41.098°	61.04	59.74	S 57°48'00"W
6	105.00	41.098°	75.40	73.79	N 57°48'00"E



AMERPRITT, INC.
 LAND SURVEYING & MAPPING
 Certificate of Authorization Number LB 7778
 3010 W. Acker Street, Suite 150
 PHONE (813) 221-5200



Hillsborough County

PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency **REVISED**

Project Name	Hinton/Hawkstone Subdivision
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5160
HCPS Project ID Number	SC-703
Parcel / Folio Number(s)	0884800000, 0885190000, 085190200, 0885290320, 0885290318, 0885290312, 0885290314, 0885290316, 0885290322, 0885340000
Project Location	12929 Hobson Simmons Road et al, Lithia
Dwelling Units & Type	571 Single-Family Detached
Applicant	JEN Florida 32, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	111	50	78		239

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle school Concurrency Service Areas (CSA's) serving this site and the adjacent middle school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary platting process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (DA 20-1243), the terms of which were approved by the School Board on August 25, 2020 and the Hillsborough County BOCC on February 17, 2021. The Applicant contributed funds on October 14, 2021 in the amount of \$1,394,377.00 thereby satisfying the requirement to construct middle school seats to accommodate the proposed development as more particularly described therein.

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

October 15, 2021
 Date Issued

School Board
Nadia T. Combs, Chair
Henry "Shake" Washington, Vice Chair
Lynn L. Gray
Stacy A. Hahn, Ph.D.
Karen Perez
Melissa Snively
Jessica Vaughn



Superintendent of Schools
Addison G. Davis

December 3, 2021

Hill Ward Henderson
ATTN: Kami Corbett, Esq.
101 E. Kennedy Blvd, Suite 3700
Tampa, FL 33602

RE: Hinton/Hawkstone Subdivision (SC-703) Final Certificate of School Concurrency

Dear Ms. Corbett:

The School District is in receipt of your request to transfer the Final Certificate of School Concurrency from Homes by West Bay, LLC to Jen Florida 32, LLC. This request is due to Homes by West Bay transferring its interest in the property encumbered by the Hinton/Hawkstone Proportionate Share Development Mitigation Agreement.

Enclosed is a revised Final Certificate of School Concurrency identifying the requested change. Should you have additional questions or concerns, please contact Renée M. Kamen, AICP at renee.kamen@hcps.net or 813-272-4083.

Regards,



Renée M. Kamen, AICP
Manager, Planning & Siting
Growth Management
E: renee.kamen@hcps.net
P: 813-272-4083

Enclosure

cc: Lee Ann Kennedy, Development Services Department
Hillsborough County