SUBJECT: Myers Estates On-Si

Myers Estates On-Site & Off-Site PI#7052

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE: CONTACT:

July 22, 2025 Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Myers Estates On-Site & Off-Site, located in Section 02, Township 29, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (on-site roads and water along with off-site roads 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 \$272,530.00, a Warranty Bond in the amount of \$41,590.80 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 \$3,700.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

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

BACKGROUND:

On March 6, 2025, Permission to Construct Prior to Platting was issued for Myers Estates On-Site & Off-Site, after construction plan review was completed on February 20, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developer is HDP Wense Road, LLC and the engineer Landmark Engineering & Surveying Corporation.



8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

MYERS ESTATES

AKA Wense Road or Kingsway





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

This Agreement made and entered into thisday of, 20, by and between HDP Wense Road, LLC, hereinafter referred to as the "Subdivider" and
, incremated 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 Myers Estates
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the Subdivision will be installed; and
WHEREAS, the off-site and on-site improvements required by the LDC in connection with the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the Subdivision; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project:
street improvements, water distribution system, off-site sanitary sewer and off-site street improvements
hereafter, the "County Improvements"); and
WHEREAS, the County requires the Subdivider to warranty the aforementioned County Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and
WHEREAS , the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

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

- The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with the Subdivision, within Twelve (12) months

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from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

- 3. The Subdivider agrees to warranty the County Improvements constructed in connection with the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said County Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
- 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

a.	Letters of Credit, number	, dated
	and number	dated, with
	order of	by
b.	A Performance Bond, number US00 May 16, 2025	with
	HDP Wense Road, LLC Euler Hermes North America Inc. Co	as Principal, and
	A Warranty Bond, number <u>US0074</u> May 16, 2025	467dated,
	HDP Wense Road, LLC	as Principal and
	Euler Hermes North America Ins. Co	as Surety, or
C.	Cashier/Certified Checks, number anddated	
190	deposited by the County into a non- upon receipt. No interest shall be preceived by the County pursuant to t	interest bearing escrow account paid to the Subdivider on funds

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

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

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

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

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

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IN WITNESS WHEREOF, the parties hereto have executed this	Agreement, effective as of the date set forth above.
ATTEST:	Subdivider: By
Witness Signature	Authorized Corporate Officer or Individual
	(Sign before Notary Public and 2 Witnesses)
Jeffrey D. Thorson	Deborah Beaver
Printed Name of Witness	Name (typed, printed or stamped)
Christ Mugnai	VP
Witness Signature	Title
Christine Mugnai	3925 Coconut Palm Dr, #117, TPA, FL 33619
Printed Name of Witness	Address of Signer
	(813) 627-9040
	Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate)	
ATTEST:	
VICTOR D. CRIST	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
By:	Ву:
Deputy Clerk	Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

4 of 5 03/2025

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me	by means of	lacksquare physical presence or $lacksquare$ onlin	e notarization, this
al day of May		by Deborah Beaver	as
(day) (mont)	(year)	(name of person acknowle	edging)
Vice President for	HDP Wense	e Road, LLC	
(type of authority,e.g. officer, trustee, attorney in fact)	(name of par	ty on behalf of whom instrument was exec	cuted)
☑ Personally Known OR ☐ Produced Identification	H	(Signature of Notary Public - St	tate of Florida)
Type of Identification Produced		Heather Keiper	
		(Print, Type, or Stamp Commissione	ed Name of Notary Public)
HEATHER KEIPER MY COMMISSION # HH 517691 EXPIRES: April 18, 2028	111	mmission Number)	418 28 (Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH			
The foregoing instrument was acknowledged before me	by means of	☐ physical presence or ☐ online	e notarization, this
day of,,		by	
(day) (month)	(year)	(name of person acknowle	dging)
☐ Personally Known OR ☐ Produced Identification			
		(Signature of Notary Public - St	ate of Florida)
Type of Identification Produced			
,		(Print, Type, or Stamp Commissione	d Name of Notary Public)
(Notary Seal)	(Cor	mmission Number)	(Expiration Date)

SUBDIVISION PERFORMANCE BOND On-site and Off-site

called the Principal, and Euler Hermes North America Insurance Company alled the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Hundred Seventy Two Thousand Five Hundred Thirty dollars 0/100 (\$272,530.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has 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, these subdivision regulations require the construction of on-site and off-site improvements in connection with the platting of the Myers Estates _____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 associated off-site area; and

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

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

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

1 of 2 08/2021

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 Myers Estates subdivision
		all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat,
		sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage
		facilities, to be built and constructed in the platted area and all off-site improvements in
		exact accordance with the drawings, plans, specifications, and other data and information filed
		with the Development Review Division of the 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 plat and accepts this performance bond; and
E	В.	If the Principal shall faithfully perform the Agreement at the times and in the
		manner prescribed in said Agreement;
THEN THIS	OBL	IGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL
FORCE AND EF	FECT (JNTIL August 22, 2026
SIGNED), SEAL	.ED AND DATED this16th_ day of
ATTEST:		HDP Wense Road, LLC
	/.	
Septus	1	By By
40/	T	Principal W+++ Seal
) (
		Euler Hermes North America Insurance Company
		Surety Seal
ATTEST:		
August.	1	McCoult By Chus on
Jennifer J. MgCom	مل ح ران .	Attorney-In-Fact Seal
Jerinilei J. Ivigooni	Ю	James I. Moore
		APPROVED BY THE COUNTY ATTORNEY
		(1) 0 1
		BY
		Approved As To Form And Legal Sufficiency.



EULER HERMES NORTH AMERICA INSURANCE COMPANY 800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this Power of Attorney is not more than: 1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, 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 and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME James I. Moore

ADDRESS 1411 Opus Place, Suite 450

LIMIT OF POWER

Downers Grove, IL 60515

\$50,000,000.00

PRINCIPAL HDP WENSE ROAD, LLC

OBLIGEE

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY

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



IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this <u>1st</u> day of <u>November</u>, 20_22.

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this <u>1st</u> day of <u>November</u>, 20 <u>22</u>, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in <u>Southeastern, PA</u>; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notary Public

Notarial Scal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations 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 thought manually affixed.

CERTIFICATION

I, Nicholas P, Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of May , 20 25



Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

State of Illinois}

} ss.

County of DuPage }

On May 16, 2025, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Euler Hermes North America Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Commission Expires June 26, 2026

Tariese M. Pisciotto, Notary Public

Commission No. 560807

OFFICIAL SEAL

TARIESE M. PISCIOTTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES INVESTIGATION

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$180,324.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$0.00
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$0.00
SCHEDULE D - SANITARY SEWER SYSTEM	\$0.00
SCHEDULE E - OFF-SITE WATER DISTRIBUTION	\$0.00
SCHEDULE F - OFF-SITE SANITARY SEWER	\$0.00
SCHEDULE G - OFF-SITE STREET IMPROVEMENTS	\$37,700.00
TOTAL (SCHEDULES A - G)	\$218,024.00
125% PERFORMANCE BONDING	\$272,530.00

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1,872	LF	6" CONCRETE SIDEWALK	\$50.00	\$93,600.00
2	3,176	SY	1-3/4" ASPHALT TYPE SP-12.5	\$24.00	\$76,224.00
3	1	LS	STRIPING & SIGNAGE	\$10,500.00	\$10,500.00
4					
5					
6					
7					
8					
9					
10					

TOTAL STREET IMPROVEMENTS

\$180,324.00

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST

TOTAL STORM DRAINAGE SYSTEM

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

TOTAL WATER DISTRIBUTION SYSTEM

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
		-			

TOTAL SANITARY SEWER SYSTEM

SCHEDULE E - OFF-SITE WATER DISTRIBUTION

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

TOTAL WATER DISTRIBUTION SYSTEM

SCHEDULE F - OFF-SITE SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					
2					
3					
4					
5					
6					
7					
8					
9					

TOTAL SANITARY SEWER SYSTEM

SCHEDULE G - OFF-SITE STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1,100	SF	1.75" SP-12.5 ASPHALT	\$32.00	\$35,200.00
2	1	EA	SIGNAGE & STRIPING	\$2,500.00	\$2,500.00
3					
4					
5					
6					
7					
8					
9					

TOTAL STREET IMPROVEMENTS

\$37,700.00

SUBDIVISION WARRANTY BOND On-Site and Off-Site

KNOW ALL MEN BY THESE PRESENTS, that we 1316 Sherman Ave., #215 Evanston, IL 60201 called the Principal, and called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Forty One Thousand Five Hundred Ninety dollars 80/100----- (\$41,590.80) 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 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 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 improvements for maintenance in connection with the Myers Estates subdivision (hereafter, the "Subdivision"): on-site improvements: Street Improvements & Water Distribution System and off-site improvements: on-site sanitary Sewer & Off-site Street Improvements are hereafter referred to as the "Improvements"); 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", 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, 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:

1 of 2 04/2024

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 September 22, 2028 16th May SIGNED, SEALED AND DATED this _ day of ATTEST: HDP Wense Road, LLC Principal Seal Euler Hermes North America Insurance Company Surety Seal ATTEST:

McComb

APPROVED BY THE COUNTY ATTORNEY

Seal

Approved As To Form And Legal

James I. Moore

Sufficiency.



EULER HERMES NORTH AMERICA INSURANCE COMPANY 800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this Power of Attorney is not more than: 1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, 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 and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME James I. Moore

ADDRESS 1411 Opus Place, Suite 450

LIMIT OF POWER

Downers Grove, IL 60515

\$50,000,000.00

PRINCIPAL HDP WENSE ROAD, LLC

OBLIGEE

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY

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



IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November , 20 22

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

1st day of November , 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations 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 thought manually affixed.

CERTIFICATION

I, Nicholas P, Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of May



Nicholas P. Verna II, Senior Vice President and Regional

Head of Surety and Guarantee, Americas

State of Illinois}

} ss.

County of DuPage }

On May 16, 2025, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Euler Hermes North America Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2026

Tariese M. Pisciotto, Notary Public

Commission No. 560807

OFFICIAL SEAL

TARIESE M. PISCIOTTO NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES June 26, 2026

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$93,600.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$0.00
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$201,728.00
SCHEDULE D - SANITARY SEWER SYSTEM	\$0.00
SCHEDULE E - OFF-SITE WATER DISTRIBUTION	\$0.00
SCHEDULE F - OFF-SITE SANITARY SEWER	\$36,540.00
SCHEDULE G - OFF-SITE STREET IMPROVEMENTS	\$84,040.00
TOTAL (SCHEDULES A - G)	\$415,908.00
10% WARRANTY BONDING	\$41,590.80

Todd C. Amaden C. License No. 53967

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1,872	LF	6" CONCRETE SIDEWALK	\$50.00	\$93,600.00
		<i>ii</i>			

TOTAL STREET IMPROVEMENTS

\$93,600.00

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST

TOTAL STORM DRAINAGE SYSTEM

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	32	LF	16" STEEL CASING FOR JACK & BORE	\$690.00	\$22,080.00
2	300	LF	6" DIP WATER MAIN	\$62.00	\$18,600.00
3	1150	LF	6" PVC C900 WATER MAIN	\$39.00	\$44,850.00
4	128	LF	4" PVC C900 WATER MAIN	\$26.00	\$3,328.00
5	1	LS	6" PVC FITTINGS	\$21,700.00	\$21,700.00
6	10	EA	6" GATE VALVE	\$2,300.00	\$23,000.00
7	1	LS	6" PVC FITTINGS	\$900.00	\$900.00
8	3	EA	FIRE HYDRANT ASSEMBLY	\$8,400.00	\$25,200.00
9	21	EA	SINGLE SHORT SERVICE	\$750.00	\$15,750.00
10	16	EA	SINGLE LONG SERVICE	\$970.00	\$15,520.00
11	3	EA	BLOW-OFF ASSEMBLY	\$3,600.00	\$10,800.00

TOTAL WATER DISTRIBUTION SYSTEM

\$201,728.00

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
			,		1

TOTAL SANITARY SEWER SYSTEM

SCHEDULE E - OFF-SITE WATER DISTRIBUTION

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1				v	
2					
3					
4					
5					
6					
7					
8					
9					
10					

TOTAL WATER DISTRIBUTION SYSTEM

SCHEDULE F - OFF-SITE SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	748	LF	4" C900 DR18 PVC FORCE MAIN	\$30.00	\$22,440.00
2	4	EA	4" PLUG VALVE & BOX	\$1,900.00	\$7,600.00
3	1	LS	4" FITTINGS	\$6,500.00	\$6,500.00
4					
5					
6					
7					
8					
9					

TOTAL SANITARY SEWER SYSTEM

\$36,540.00

SCHEDULE G - OFF-SITE STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1,100	SF	12" STABILIZED SUBGRADE	\$5.00	\$5,500.00
2	1,100	SF	6" CRUSHED CONCRETE BASE	\$5.00	\$5,500.00
3	1,100	SF	1.75" SP-12.5 ASPHALT	\$32.00	\$35,200.00
4	930	LF	MIAMI CURB	\$38.00	\$35,340.00
5	1	EA	SIGNAGE & STRIPING	\$2,500.00	\$2,500.00
6					
7					
8					
9	-				

TOTAL STREET IMPROVEMENTS

\$84,040.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made HDP Wense Road, L	and entered into thisday of, 20, by and between
	LC , hereinafter referred to as the "Subdivider" and all subdivision of the State of Florida, hereinafter referred to as the "County."
,,	Witnesseth
WHEREAS the Pos	
	ard of County Commissioners of Hillsborough County has established a Land er referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177,
Florida Statutes; and	ter referred to as Liber pursuant to the authority contained in chapters 123, 103 and 177,
,	fects the subdivision of land within the unincorporated areas of Hillsborough County; and
	to the LDC, the Subdivider has submitted to the Board of County Commissioners Florida, for approval and recordation, a plat of a subdivision known as (hereafter referred to as the "Subdivision"); and
	plat of a subdivision within the unincorporated area of Hillsborough oved and recorded until the Subdivider has guaranteed to the satisfaction of Ill be installed; and
WHEREAS, the lot cor said plat under guarantees po	ners required by Florida Statutes in the Subdivision are to be installed after recordation of sted with the County; and
WHEREAS, the Subdiv	ider agrees to install the aforementioned lot corners in the platted area.
	consideration of the intent and desire of the Subdivider as set forth herein, to gain ord said plat, and to gain acceptance for maintenance by the County of the aforementioned and County agree as follows:
	nditions and regulations contained in the LDC, are hereby incorporated by reference and this Agreement.
2. The Subdivide Twelve	r agrees to well and truly build, construct and install in the Subdivision, within (12) months from and after the date that the Board of County
	approves the final plat and accepts the performance bond rendered pursuant to paragraph corners as required by Florida Statutes.
	agrees to, and in accordance with the requirements of the LDC does hereby deliver to instrument ensuring the performance of the obligations described in paragraph 2, above, ntified as:
a.	Letter of Credit, number, dated, withby order of,
b.	A Performance Bond, number US007468 dated, May 16, 2025 with HDP Wense Road, LLC as Principal, and Euler Hermes North America Ins. Co. as Surety, or
•	
C.	Escrow ageement, dated, between,and the County, or
c.	Cashier/Certified Check, number, dated, which shall be deposited by the County into a non-interest bearing

1 of 4 03/2025

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.

2 of 4 03/2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.							
ATTEST: SI	ubdjvider:						
Witness Signature	Authorized Corporate Officer or Individual						
	(Sign before Notary Public and 2 Witnesses)						
Jeffrey D. Thorson	Deborah Beaver						
Printed Name of Witness	Name (typed, printed or stamped)						
Cheró Mugnai	VP JOP						
Witness Signature	Title						
v							
Christine Mugnai	3925 Coconut Palm Dr, #117, TPA, FL 33619						
Printed Name of Witness	Address of Signer						
	(813) 627-9040						
	Phone Number of Signer						
NOTARY PUBLIC							
CORPORATE SEAL							
(When Appropriate)							
ATTEST:							
VICTOR D. CRIST	BOARD OF COUNTY COMMISSIONERS						
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA						
Ву:	Ву:						
Deputy Clerk	Chair						

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by	y means of 🔽 physical presence or 🗌 online nota	rization, this
al day of May, 202	5 , _{by} Deborah Beaver	as
	rear) (name of person acknowledging)	
Vice President for HD	DP Wense Road, LLC	
(type of authority,e.g. officer, trustee, attorney in fact)	(name of party on behalf of whom instrument was executed)	
Type of Identification Produced HEATHER KEIPER MY COMMISSION # HH 517691 EXPIRES: April 18, 2028	(Signature of Notary Public - State of F Heather Keiper (Print, Type, or Stamp Commissioned Name HH 51769) (Commission Number)	
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH		
The foregoing instrument was acknowledged before me by	means of physical presence or online notar	ization, this
day of	, by	,
	ear) (name of person acknowledging)	·
Personally Known OR Produced Identification	(Signature of Notary Public - State of F	lorida)
Type of Identification Produced		
	(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 HDP Wense Road, LLC
1316 Sherman Ave #215, EVANSTON, IL 60201 called the Principal, and Euler Hermes North America
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 Thousand Seven Hundred dollars 0/100 (\$ 3,700.00) Dollars for the payment of which sum,
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.
WHEREAS, the Board of County Commissioners of Hillsborough County has 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
Myers Estates 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 Myers Estates
subdivision

all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twelve (12)
months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 22, 2026

SIGNED, SEALED AND DATED this 16th day of May

Macaul

_, 20_25

ATTEST:

DV.

PRINCIPAL

HDP WENSE ROAD, LLC

(SEAL)

Euler Hermes North America Insurance Company

SURETY

(SEAL)

ALCT.

Jennifer J. Mc Comb

ATTORNEY-IN-FACT

(SEAL)

lames I. Moore

ARPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.



EULER HERMES NORTH AMERICA INSURANCE COMPANY 800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this Power of Attorney is not more than: 1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, 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 and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME James I. Moore

ADDRESS 1411 Opus Place, Suite 450 Downers Grove, IL 60515

LIMIT OF POWER

.

\$50,000,000.00

PRINCIPAL HDP WENSE ROAD, LLC

OBLIGEE

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY

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



IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this <u>1st</u> day of <u>November</u>, 20_22.

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this <u>1st</u> day of <u>November</u>, 20 <u>22</u>, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in <u>Southeastern, PA</u>; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notary Public

Notarial Scal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations 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 thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of May , 20 25



Nicholas P. Verna II, Senior Vice President and Regional

Head of Surety and Guarantee, Americas

State of Illinois}

} ss.

County of DuPage }

On May 16, 2025, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Euler Hermes North America Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2026

Tariese M. Pisciotto, Notary Public

Commission No. 560807

OFFICIAL SEAL

TARIESE M. PISCIOTTO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES June 25, 2026

WENSE ROAD (PI# 7052) PERFORMANCE ESTIMATE - LOT CORNERS

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	37	EA	LOT CORNERS	\$80.00	\$2,960.00

TOTAL LOT CORNERS

\$2,960.00

125% PERFORMANCE BONDING

\$3,700.00

Todd C. Amaden License No. 53967

MYERS EST. ATES

A REPLAT OF A PORTION OF LOTS 1 THROUGH 6, BLOCK 5, MATHEWS ADDITION TO SEFFNER, AS RECORDED IN PLAT BOOK 8, PAGE 66, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA SECTION 2, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION:

The undersigned, as owner of the lands platted herein does hereby dedicate this plat of Myers Estates for record. Further, the owner does hereby dedicate to public. The undersigned further makes the following dedications and reservations:

Fee interest in Tracts '8', 'C', 'D'and 'E', is hereby reserved by the owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plot for the benefit of the lot owners within the subdivision. I tracts are not dedicated to the public and will be privately maintained. Said

Said Tracts 'B', 'C', 'P' and 'E', and all private easements are subject to any and all easements dedicated to public use as shown o this plat. The maintenance of tracts, parcels, and private easements, if any, is reserved by the owner will be the responsibility of the owner, its assigns, and its successors in title.

The Private Drainage & Sanilary Sewer Easements and Private Drainage Easements are hereby reserved by the owner for conveyance to a Homeowners Association or other custodial and maintenance entity subsequent to the recording of this plot, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

The private roads and rights of way shown hereon as Tract "B" are not dedicated to the public but are hereby reserved by owner for conveyance to a thomeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners in this development as described hereon, as access for ingress and egrees of lat owners and their guests and invites. Said right of access for ingress and egrees will extend to lat owners within all phases and units, both existing and future, of this development.

Owner hereby grants to Hilsborough County government and all providers of fire emergency, emergency medical, mail, package delivery, solid waste/santiation, and other similar governmental and quasi-governmental services, a non-exclusive access easement over and across the private roads and rights of way within Tract "B" as shown hereon for ingress and egress for the performance of their official duties.

Owner does hereby grant to providers of telephone, electric, cable television and coble data, water and sanitary sewer utilities, and other public and quasi-public utilities, a non-exclusive access ecement over and across and a non-exclusive utility easement over, across and under the private roads and private rights-of-way within Tract 'B' and the areas designated therean as utility acasements for ingress and egress and for the construction, maintenance, and operation of utilities and related purposes as designated by owner for the bandit of the lot owners therein. Owner does hereby grant to Hillsborough County and all providers of street lights, telephone utilities, electric utilities, water and sanitary saver utilities, internet service providers and cable television utilities, and other public and apasi-public utilities, a non-exclusive assement over, across and under the Utility Easements as shown hereon for the construction, maintenance, and operation of underground utilities.

HDP WENSE ROAD LLC, a Delaware limited liability company

HTH-ESS	PRINT
SIME OF)	
COUNTY OF)	
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on accessor mass a society of FT I SN 9 / FT I SO OHI "Th ROUR 2019 AN LOW IN GROUSS HOUSES AN LOST INVESTOR AND LOST INVESTOR AN EXPORTANCE OF MASSES OF	

MOTE: THE PLAT, AS EXCENSED AN ITS REMARK FIREL, ST THE OFFICE MOTERNO OF THE SERVICED LANDS DECREED HATCH AND HELL IN AN DECLEMENTACE IS EXPENDED AN AUTHORIT OF ANY OTHER OWNER, ON LOTAL POARL OF THE PLAT. THESE MAY RE-ADDROWN ENTERCIDES THAT ARE NOT RECORDED ON THE FAUL THAT MAY BE FORM OF THE PLATE EXCENSES OF THIS COUNTY.

DESCRIPTION:

A portion of Lats 1 through 6, Block 5, MATHEWS ADDITION TO SEFFRNER, as recorded in Plat Book 8, Page 66, of the Public Records of Hillsbarough County, Florida, being more particularly described as follows:

PLAT BOOK:

PAGE:

the Northerly boundary line of said Lot 5; thence N.89'59'10'E., 4.00 feet along said Northerly boundary line; thence N.00'02'36'E., 153.60 feet; thence N.89'51'59'E., 190.18 feet; thence S.00'008'E., 153.60 feet to the said Northerly boundary line of Lot 5; thence S.89'47'27'E., 287.39 feet along said Northerly boundary line; thence S.00'02'45'W, 887.54 feet; thence S.89'34'33'W, 128.86 feet; thence S.00'04'00'W, 65.47 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 25.00 feet; thence Southeasterly, 39.48 feet along said curve through a central angle of 90'29'27" (chord bears S.45'19'40'E., 35.51 feet) to the POINT OF BEGINNING. boundary line and said Northerly right-of-way line; thence N.00'04'00'E., 159.73 feet; thence S.89'34'33'W., 304.37 feet to the Easterly maintained right-of-way line of S. KNKSSMY ROAD; thence along said Easterly maintained right-of-way line of S. KNKSSMY ROAD; thence along said Easterly maintained right-of-way line the following six courses: N.00'25'E., 100.01 feet; thence N.00'34'05'E., 100.01 feet; thence N.00'19'47'E., 100.00 fe COMMENCE at the Southeast corner of said Lot 1; thence S.89'34'33'N., 233.65 feet along the Southerly boundary line of said Lot 1, also being the Northerly right-of-way line of WENSE AVENUE to the POINT OF BEGINNING; thence continue S.89'34'33'N., 75.25 feet along said Southerly

Containing 9.96 Acres, more or less.

BOARD OF COUNTY COMMISSIONERS: THIS PLAT HAS BEEN APPROVED FOR RECORDATION. DUE PLAT APPROVAL: THIS PLAT HIS BEEN APPROVED FOR RECORDATION. PLAT APPROVAL: THIS PLAT HIS BEEN RECORD IN ACCIDENCE WITH THE FLORENCE SCIENCY 177.081 FOR CHAPTER CONFIDENCY. THE PLAT HIS BEEN RECORD IN ACCIDENCE WITH THE FLORENCE COMPINED TO THE PLANE SCIENCY FOR SCIENCY HAVE SERVED TO SERVED TO THE SCIENCE RECORDS OF HIS SCHOOL COMPT, FLORENCE, THE SCIENCE SCIENCE AND THE SCIENCE PLANE SCIENCE
--

SIGN

(SEAL)

MOTARY PUBLIC:

STRUL NUMBER, IF ANT: TITLE OR RANGE

COMMISSION EDPIRES

 $\frac{SURVEYOR'S CERTIFICATE}{INFRUENCES}$ LIFE UNDOSCORD SAFETOR, HEAST COUNTY THAT THE PLATTED SIBMADON IS A CORRECT REPRESENTANT OF THE LIND BETWEEN SERVINGLY THAT THE PLAT CHAPLES WITH ALL HE RECORDING OF CHAPTER THE PLAT WAS PREPARED UNDER MY DIRECTION AND THE HASSONOUS COUNT UND DEPLAYER COUNTY HE RECORDING TO CHAPTER THE TABLE SHAPPORT (PROS) BIDE SET OF THE $\underline{\underline{\underline{\underline{\underline{U}}}}}$ UP of $\underline{\underline{\underline{U}}}$ THE THANKEST COUNTY SAFETY SHAPPORT (PROS) AND LOT CORRECTS WILL BE SET FET REQUIREDURITS OF THOMAS STATUTE OR MY ACCURANCES THAT CORRECT WITH CORRECT SHAPPORT AND THE PLATE SHAPPORT OF BURNESS AND LOT CORRECTS WILL BE SET FET REQUIREDURITS OF THOMAS STATUTE OR MY ACCURANCES THAT CORRECT SHAPPORT OF BURNESS AND LOT CORRECTS WILL BE SET FET REQUIREDURITS OF THOMAS STATUTE OR MY

www.lesc.com	8515 Palm River Road (813) 621-7841	Engineering &
LB. # 3913	Tampa, Florida 33619 (813) 664-1832 (fax)	NDIMARK inglineering & Surveying Corporation

Sheet 1 of 4

LANDIMARK ENGINEERING & SURVETING CORPORATION 8515 PALM RIVER ROAD, TAMPA, FLORIDA 33619 CERTIFICATE OF AUTHORIZATION NO. LB 3913

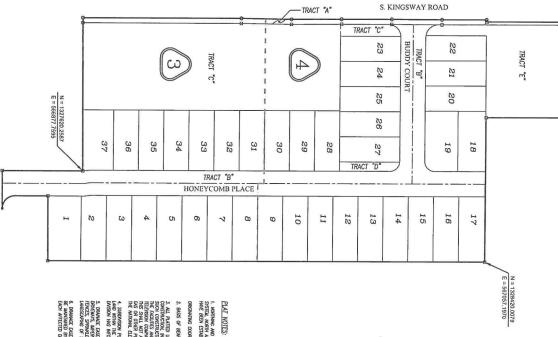
MYERS ESTATES

A REPLAT OF A PORTION OF LOTS 1 THROUGH 6, BLOCK 5, MATHEWS ADDITION TO SEFFNER, AS RECORDED IN PLAT BOOK 8, PAGE 66,
OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA
SECTION 2, TOWNISHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK:

PAGE:





LEGEND
FOUND 4"x4" CONCRETE MONUMENT
PRIM LE 3913
(UNLESS OTHERMISE NOTED) O SET 5/8" IRON ROD LB 3913 O FOUND 5/8" IRON ROD LB 3913 (UNLESS OTHERWISE NOTED) I FOUND 1" IRON PIPE NO. LO. O FOUND PK NUL & DISK PRU LB 3913 O SET PK NAL & DISK PRM LB 3913 D SET 4"x4" CONCRETE MONUMENT PRM LB 3913 PERMANDAT CONTROL POINT SET LB 3913 PK NAL & DISK

POINT OF CURVATURE AND POINT OF TANGENCY ON CURVE SATI HOLYT = ==

(3) = SHEET NUMBER

AAUE = ACCESS & UTILITY EXEMENT C/L = CENTERLINE COR = CENTIFED DORNER RECORD D.E = DRAWAGE EXEMENT EPC = DANGONAE/TILL PROTECTION FEW = FOUND

FPR = TOWN DOWNER WHALENT
TOWN DRAW PER
TOWN DRAW
TO

(R) = RAVNUENT (R) = RAVNU RAW = RECEING — MAY SEC = SECTION — MAY SEAD = SECTION — SEAT IS 3013 SWEWAD = SOUTHMEST FLORICH, WATER DAVIDGEST FLORICH DETRICT THP = THPICAL

80 GRAPHIC SCALE (IN FEET) 40 Scale: 1" = 80' 0

I. AMPRIME, AND ESTING CORGENIUTS (INDICATE IN TET) AS SHAM HERSON RETER TO THE STATE FLAVE CORGINATE STETLA, MORTH AMERICAN, MORTEMEN AND OF 1824 (MOR 3.2) AND HOUSTMENT FOR THE NEXT ZONE OF FLORIDA, HAVE RETA EXPAUSINED TO A, MONAMA OF THEIR ORDER ACCIDACY. ORCHVITNG COORDINATES. HILLSBORGUGH COUNTY SURVEY DEPARTMENT CONTROL POINTS "10-92-806" AND "ASHTEC GPS"

I, ALL PARTID INTUIT ISSUENTS MEL MONDE HAT SON ESSUENTS MEL ALGO DE EUGLISTIS FOR HE CONSTITUTION, ENFELLANCE, AMPORTANCE, AND OPERATION OF CASE TELEFORM, SENACES MEL MOTERANCE AND OPERATION OF CASE TELEFORM, SENACES MEL MOTERANCE AND OPERATION OF CASE TELEFORM, CASE OF 2. BASIS OF BEARINGS: MESTERLY BOUNDARY LINE OF THE S.E. 1/4 SECTION 2, BEARS H.OOTOZ'36°E, (GRO).

4. SERVISON PAIS EY NO JEANS REPRESENT A DETENBANDIO ON HISTIEU REPRESENTS MIL OR MIL NOT FLODO. LAD MITHIR THE REMOMENS OF THE STATL MAL OR MAY FOR SEASELT TO FLODONG, THE EXPELIPMENT RETRIEV DATENH HIS REPRIMITION REGARDING FLODONG AND RESTRICTIONS ON DEPLIPMENT.

S. DRANGE DESIDERTS SHAL HOT CONTAN PERMADETI BAPONDIONE, NCLIONG BIT HOT LINTED TO SOCIOLUS, DEFAUNT, BAPONDE SAPINZE, PAIDS, CIDES, YOLK, AND CONCINOLES, STRUCTIES, CITILITY SHEETS, PAIDS, KIDES, MODIS, AND MODERNAPE, METHING HAM (PAIGS, COLOFF FOR FRANCE) STORMANIED RETEINEN AND REDARMA PAIDS AS REQUIRED BY THE LIND DESIGNMENT CODE. 6. PAWAKE DISDATIS ALANG THE BUCK PROPERTY LINES OF LOTS I THROUGH IT, AND LOTS 30 THROUGH 3T, SHALL BE AMPRIAND BY THE MOTHOLIAL LOTI OWNERS ACCIONANG TO THE LOTI GRAUNG PLAN. THIS MOTE SHALL APPEAR ON

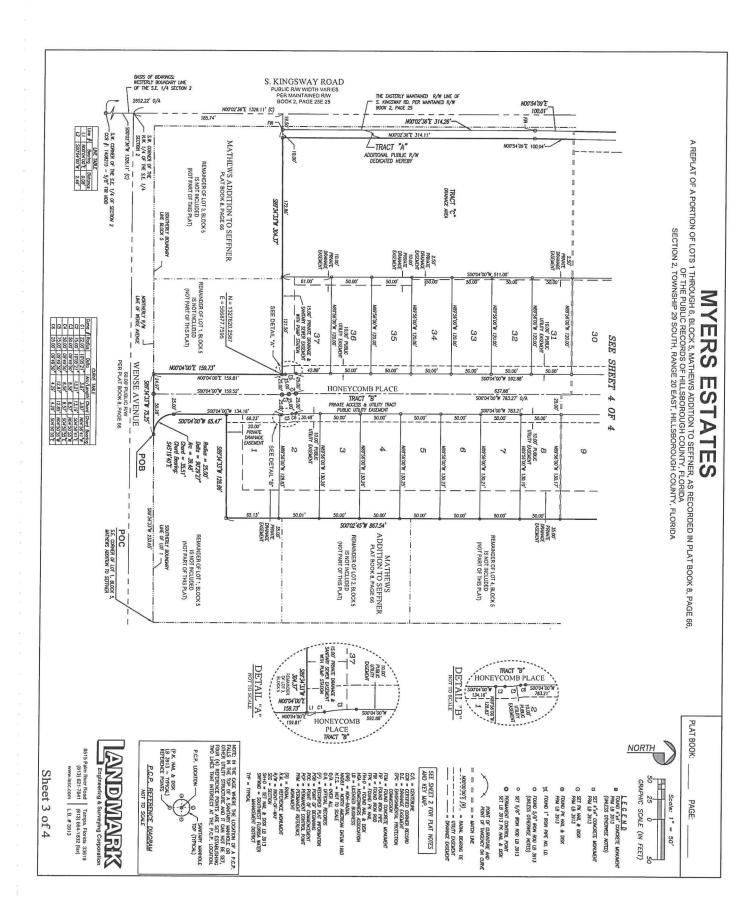
> Lot 3 BLOCK Lot 5 Lot 4 Lot 6 S Lot 2 Lot 1

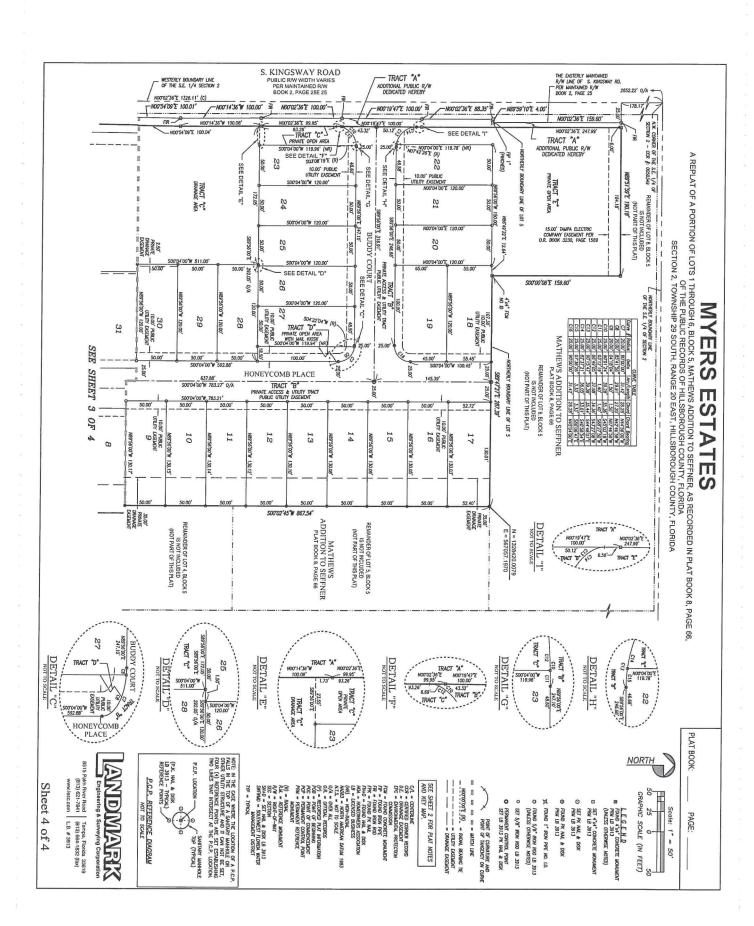
REPLAT DETAIL
APORTION OF LOTS 1 THROUGH 6, BLOCK 5
MATHEWS ADDITION TO SEFFNER
PLATBOOCK 8, PAGES 66
NOT TO SCALE

8515 Palm River Road Tampa, Florida 33619 (813) 621-7841 (813) 664-1832 (fax) www.lesc.com LB, # 3913 AND WARK
Engineering & Surveying Corporation

Sheet 2 of 4

WENSE AVENUE N







Certificate of School Concurrency

Project NameWense RoadJurisdictionHillsborough

Jurisdiction Project ID Number 7052 HCPS Project Number 1046

Parcel ID Number(s) 64010.0000; 64011.0000; 64012.0000; 64013.0000; 64014.0000;

Project Location Euclid Avenue & S. Kingsway Road

Dwelling Units & Type SFD: 37

Applicant William Ryan Homes

School Concurrency Analysis

School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	8	4	5	17

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

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

04/08/24

Date

Additional folios: 64015.0000; 64021.0000

Lori Belangia, M.S.

Lori Belangia

Manager, Growth Management Department

Hillsborough County Public Schools E: glorimar.belangia@hcps.net

P: 813.272.4228