

SUBJECT: Okerland Ranch Subdivision Phase 2
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 12, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Okerland Ranch Subdivision Phase 2, located in Section 07, 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 \$577,258.53, a Warranty Bond in the amount of \$27,259.29, 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 \$10,625.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 18, 2019, Permission to Construct Prior to Platting was issued for Okerland Ranch Subdivision Phase 2. 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.

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 Okerlund Ranch Subdivision Phase 2, 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 4164777 dated, 02/24/2022 with HBWB Development Services, LLC as Principal, and Great American Insurance Company as Surety, or
A Warranty Bond, number 4164778 dated, 02/24/2022 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.

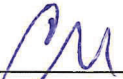
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements 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:

Subdivider:



Witness Signature

By 

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

CONNIE GRIMALDI

Printed Name of Witness

Elizabet Bradburn

Name (typed, printed or stamped)



Witness Signature

Chief Financial Officer

Title

Mary Ann Mendloza

Printed Name of Witness

4065 Crescent Park Drive, Riverview, FL 33578

Address of Signer

813-999-1568

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

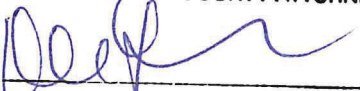
CINDY STUART
Clerk of the Circuit Court

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
28 day of February, 2022, by Elizabeth Bradburn as
(day) (month) (year) (name of person acknowledging)
CFO for H.BauB Development Services LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

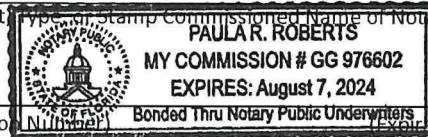
☒ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

(Notary Seal)

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



(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND - ON SITE

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

called the Principal, and Great American Insurance Company

called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Five Hundred Seventy Seven Thousand Two Hundred Fifty Eight and 53/100 (\$ 577,258.53) Dollars for the payment of which

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

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting of the Okerlund Ranch Subdivision Phase 2 subdivision; and

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

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Okerlund Ranch Subdivision Phase 2 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 June 10, 2023.

SIGNED, SEALED AND DATED this 24th day of February, 2022.

ATTEST:



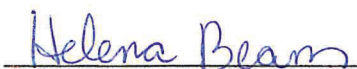
HBWB Development Services, LLC


By 
Principal Seal

Great American Insurance Company

Surety Seal


ATTEST:



By 
Attorney-In-Fact 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.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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



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

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 24th day of February, 2022



Atty L C. B.

Assistant Secretary

Summary For Performance Bond

OKERLUND RANCH SUBDIVISION PHASE 2 FOLIO NUMBERS 088516.0194

Streets and Drainage Facilities	\$	330,231.99
Water Distribution System	\$	51,546.83
Sewage Collection System	\$	<u>80,028.00</u>
Total Amount	\$	461,806.82
Security Amount (125% of Total)	\$	577,258.53


Christopher O'Kelley, FL. P.E. No. 70734
Clearview Land Design, P.C.
Date Prepared: 01/25/2020

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

OKERLUND RANCH SUBDIVISION PHASE 2

FOLIO NUMBERS 088516.0194

Item	Quantity	Unit	Unit Price	Total Amount
Mobilization	LS	1	\$ 25,532.53	\$ 25,532.53
Compliance w/ requirements of NPDES Permit	LS	1	\$ 4,278.71	\$ 4,278.71
Clearing, Grubbing, Root Raking & Removal	LS	1	\$ 32,446.66	\$ 32,446.66
Stripping/Top Soil Removal & Disposal	LS	1	\$ 25,738.00	\$ 25,738.00
Unsuitable/Deleterious Soil Removal & Disposal	LS	1	\$ 25,738.00	\$ 25,738.00
Excavation & Site Filling To Plan Grade (Outside Of Pond Areas)	LS	1	\$ 75,000.00	\$ 75,000.00
Final Grading (Building Pads, Amenity Center Pad, etc.)	LS	1	\$ 480.00	\$ 480.00
Solid Sod (side slopes steeper than 5:1 and as directed)	LS	1	\$ 2,396.68	\$ 2,396.68
Seed & Mulch (side slopes flatter than 5:1)	LS	1	\$ 10,340.55	\$ 10,340.55
1-1/2" Asphalt Surface (Type SP-9.5)	SY	3037	\$ 8.84	\$ 26,847.08
6" Crushed Concrete Base (LBR 150)	SY	3037	\$ 10.89	\$ 33,072.93
12" Stabilized Subgrade (LBR 40)	SY	3037	\$ 3.39	\$ 10,295.43
Concrete Miami Curb (Type A)	LF	2170	\$ 11.94	\$ 25,909.80
Underdrain	LF	913	\$ 19.00	\$ 17,347.00
Underdrain Cleanout	EA	7	\$ 310.00	\$ 2,170.00
5' Concrete Sidewalk (6" Thick)	LF	1226	\$ 9.57	\$ 11,732.82
On-Site Signing & Pavement Marking	LS	1	\$ 905.80	\$ 905.80
Total Streets and Drainage System				\$ 330,231.99

Engineers Cost Breakdown

Schedule: Water Distribution System

OKERLUND RANCH SUBDIVISION PHASE 2

FOLIO NUMBERS 088516.0194

Item	Quantity	Unit	Unit Price	Total Amount
Temporary Construction Meter Assembly	EA	1	\$ 11,010.00	\$ 11,010.00
Chlorine Injection Point	EA	1		
8" PVC Water Main	LF	862	\$ 22.10	\$ 19,050.20
8" Bends	EA	2	\$ 330.00	\$ 660.00
2" Resilient Seat Gate Valve	EA	2	\$ 567.47	\$ 1,134.94
8" Gate Valve	EA	3	\$ 1,509.73	\$ 4,529.19
Fire Hydrant Assembly	EA	2	\$ 4,679.00	\$ 9,358.00
Temporary Blow-Off Assembly	EA	1	\$ 654.50	\$ 654.50
Single Service (Short)	EA	1	\$ 310.00	\$ 310.00
Single Service (Long)	EA	3	\$ 380.00	\$ 1,140.00
Double Service (Short)	EA	5	\$ 330.00	\$ 1,650.00
Double Service (Long)	EA	5	\$ 410.00	\$ 2,050.00
Total Water Distribution System				\$ 51,546.83

Engineers Cost Breakdown

Schedule: Sewage Collection System

OKERLUND RANCH SUBDIVISION PHASE 2

FOLIO NUMBERS 088516.0194

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC (6' - 8' Cut)	LF	310	\$ 34.00	\$ 10,540.00
8" PVC (8' - 10' Cut)	LF	368	\$ 36.00	\$ 13,248.00
8" PVC (10' - 12' Cut)	LF	188	\$ 39.00	\$ 7,332.00
Standard Manhole (6' - 8' Cut)	EA	2	\$ 3,200.00	\$ 6,400.00
Standard Manhole (8' - 10' Cut)	EA	2	\$ 3,630.00	\$ 7,260.00
Standard Manhole (10' - 12' Cut)	EA	1	\$ 4,240.00	\$ 4,240.00
6" FM Plug	EA	1	\$ 550.00	\$ 550.00
6" FM Plug Valve	EA	1	\$ 1,070.00	\$ 1,070.00
6" FM Bends	EA	4	\$ 440.00	\$ 1,760.00
Single Sewer Service Connection	EA	4	\$ 610.00	\$ 2,440.00
Double Sewer Service Connection	EA	10	\$ 890.00	\$ 8,900.00
6" PVC Forcemain	LF	1018	\$ 16.00	\$ 16,288.00
Total Sewage Collection System				\$ 80,028.00

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
Twenty Seven Thousand Two Hundred Fifty Nine and 29/100 (\$ 27,259.29) 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 Okerlund Ranch Subdivision Phase 2. 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 Okerlund Ranch Subdivision Phase 2 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 June 10, 2025.

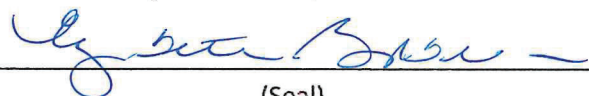
SIGNED, SEALED AND DATED this 24th day of February, 2022.

ATTEST:



Principal Signature

HBWB Development Services, LLC



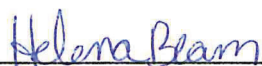
(Seal)

Surety Signature

Great American Insurance Company

(Seal)

ATTEST:

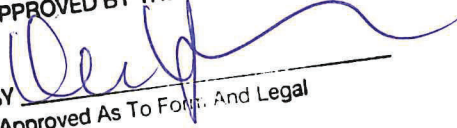


Attorney-in-fact Signature



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

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form, And Legal
Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

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

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

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



Atty 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 24th day of February, 2022.



Atty L C B

Assistant Secretary

Summary For Warranty Bond

OKERLUND RANCH SUBDIVISION PHASE 2 FOLIO NUMBERS 088516.0194

Streets and Drainage Facilities	\$	141,018.09
Water Distribution System	\$	51,546.83
Sewage Collection System	\$	<u>80,028.00</u>
Total Amount	\$	272,592.92
Security Amount (10% of Total)	\$	27,259.29


Christopher O'Kelley, F.L.P.E. No. 70734
Clearview Land Design, P.L.L.C.
Date Prepared: 01/25/2022

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

OKERLUND RANCH SUBDIVISION PHASE 2

FOLIO NUMBERS 088516.0194

Item	Quantity	Unit	Unit Price	Total Amount
Solid Sod (side slopes steeper than 5:1 and as directed)	LS	1	\$ 2,396.68	\$ 2,396.68
Seed & Mulch (side slopes flatter than 5:1)	LS	1	\$ 10,340.55	\$ 10,340.55
1-1/2" Asphalt Surface (Type SP-9.5)	SY	3037	\$ 8.84	\$ 26,847.08
6" Crushed Concrete Base (LBR 150)	SY	3037	\$ 10.89	\$ 33,072.93
12" Stabilized Subgrade (LBR 40)	SY	3037	\$ 3.39	\$ 10,295.43
Concrete Miami Curb (Type A)	LF	2170	\$ 11.94	\$ 25,909.80
5' Concrete Sidewalk (6" Thick)	LF	1226	\$ 9.57	\$ 11,732.82
Underdrain	LF	913	\$ 19.00	\$ 17,347.00
Underdrain Cleanout	EA	7	\$ 310.00	\$ 2,170.00
On-Site Signing & Pavement Marking	LS	1	\$ 905.80	\$ 905.80
Total Streets and Drainage System				\$ 141,018.09

Engineers Cost Breakdown

Schedule: Water Distribution System

OKERLUND RANCH SUBDIVISION PHASE 2

FOLIO NUMBERS 088516.0194

Item	Quantity	Unit	Unit Price	Total Amount
Temporary Construction Meter Assembly	EA	1	\$ 11,010.00	\$ 11,010.00
Chlorine Injection Point	EA	1		
8" PVC Water Main	LF	862	\$ 22.10	\$ 19,050.20
8" Bends	EA	2	\$ 330.00	\$ 660.00
2" Resilient Seat Gate Valve	EA	2	\$ 567.47	\$ 1,134.94
8" Gate Valve	EA	3	\$ 1,509.73	\$ 4,529.19
Fire Hydrant Assembly	EA	2	\$ 4,679.00	\$ 9,358.00
Temporary Blow-Off Assembly	EA	1	\$ 654.50	\$ 654.50
Single Service (Short)	EA	1	\$ 310.00	\$ 310.00
Single Service (Long)	EA	3	\$ 380.00	\$ 1,140.00
Double Service (Short)	EA	5	\$ 330.00	\$ 1,650.00
Double Service (Long)	EA	5	\$ 410.00	\$ 2,050.00
Total Water Distribution System				\$ 51,546.83

Engineers Cost Breakdown

Schedule: Sewage Collection System

OKERLUND RANCH SUBDIVISION PHASE 2

FOLIO NUMBERS 088516.0194

Item	Quantity	Unit	Unit Price	Total Amount
8" PVC (6' - 8' Cut)	LF	310	\$ 34.00	\$ 10,540.00
8" PVC (8' - 10' Cut)	LF	368	\$ 36.00	\$ 13,248.00
8" PVC (10' - 12' Cut)	LF	188	\$ 39.00	\$ 7,332.00
Standard Manhole (6' - 8' Cut)	EA	2	\$ 3,200.00	\$ 6,400.00
Standard Manhole (8' - 10' Cut)	EA	2	\$ 3,630.00	\$ 7,260.00
Standard Manhole (10' - 12' Cut)	EA	1	\$ 4,240.00	\$ 4,240.00
6" FM Plug	EA	1	\$ 550.00	\$ 550.00
6" FM Plug Valve	EA	1	\$ 1,070.00	\$ 1,070.00
6" FM Bends	EA	4	\$ 440.00	\$ 1,760.00
Single Sewer Service Connection	EA	4	\$ 610.00	\$ 2,440.00
Double Sewer Service Connection	EA	10	\$ 890.00	\$ 8,900.00
6" PVC Forcemain	LF	1018	\$ 16.00	\$ 16,288.00
Total Sewage Collection System				\$ 80,028.00

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
Okerlund Ranch Subdivision Phase 2 _____ (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 4164779 _____ dated, 02/24/2022 _____ 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:

Subdivider:

[Signature]
Witness Signature

By [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

CONNIE GRIMALDI
Printed Name of Witness

Elizabeth Bruburn
Name (typed, printed or stamped)

[Signature]
Witness Signature

CFO
Title

Hena Gonzalez-Saez
Printed Name of Witness

Riverview, FL 33598
4065 Crescent Park Dr.
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 [Signature]
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
28th day of February, 2022, by Elizabeth Bradburn as
(day) (month) (year) (name of person acknowledging)
CFO for HBCUB Development Services, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

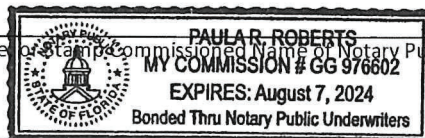
☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

Paula R. Roberts
(Signature of Notary Public - State of Florida)

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



(Commission Number)

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

KNOW ALL MEN BY THESE PRESENTS, That we

HBWB Development Services, LLC

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 _____

Ten Thousand Six Hundred Twenty Five and 00/100 (\$ 10,625.00) Dollars for the payment of which sum,

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

WHEREAS, the Board of County Commissioners of Hillsborough County has 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 Okerlund Ranch Subdivision Phase 2 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 Okerlund Ranch Subdivision Phase 2 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 June 10, 2024.


SIGNED, SEALED AND DATED this 24th day of February, 2022.

ATTEST:



HBWB Development Services, LLC

BY:

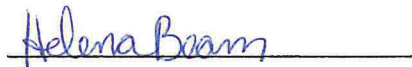



PRINCIPAL (SEAL)

Great American Insurance Company

SURETY (SEAL)

ATTEST:

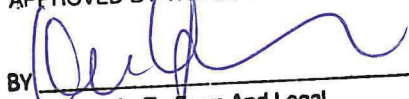




ATTORNEY-IN-FACT (SEAL)

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 **24th** day of **February**, 2022



Steph C. B.

Assistant Secretary

Summary For Performance Bond

OKERLUND RANCH SUBDIVISION PHASE 1 FOLIO NUMBERS 088502.0300

Set All PCPs & Lot Corners	\$	8,500.00
Total Amount	\$	8,500.00
Security Amount (125% of Total)	\$	10,625.00



Christopher O'Kelley, P.E. No. 70734
Clearview Land Design P.C.
Date Prepared: 01/25/2020

Engineers Cost Breakdown

Schedule: Permanent Control Points (PCPs) & Lot Corners

OKERLUND RANCH SUBDIVISION PHASE 1

FOLIO NUMBERS 088502.0300

Item	Quantity	Unit	Unit Price	Total Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$ 8,500.00	\$ 8,500.00
Total PCPs & Lot Corners				\$8,500.00

OKERLUND RANCH SUBDIVISION PHASE 2
A REPLAT OF ALL OF LOT 9, BLOCK 18 AND ALL OF PARCEL A, ACCORDING TO THE PLAT OF
OKERLUND RANCH SUBDIVISION PHASE 1, AS RECORDED IN PLAT BOOK 137, PAGES 272 THROUGH 280
SECTIONS 7 AND 8, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A parcel of land being ALL of Lot 9, Block 18 and ALL of Parcel A, according to the plat of OKERLUND RANCH SUBDIVISION PHASE 1, as recorded in Plat Book 137, Pages 272 through 280 inclusive, of the Public Records of Hillsborough County, Florida, lying in Sections 7 and 8, Township 31 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 8, run thence along the West boundary of the Northwest 1/4 of said Section 8, S.01°08'11"E., 1176.77 feet to a point on the Northern boundary of the aforesaid OKERLUND RANCH SUBDIVISION PHASE 1; thence along said Northern boundary of said OKERLUND RANCH SUBDIVISION PHASE 1; S.89°45'00"E., 100.00 feet to the Northeast corner of said OKERLUND RANCH SUBDIVISION PHASE 1, thence along said Eastern boundary of said OKERLUND RANCH SUBDIVISION PHASE 1, the following two (2): S.2°13'39"W., 375.24 feet to the **POINT OF BEGINNING**; 2) continue S.32°13'39"W., 375.24 feet to the Easternmost corner of Lot 8, Block 18, according to said plat of OKERLUND RANCH SUBDIVISION PHASE 1; thence along the Northeastern boundary of said Lot 8, Block 18, N.57°46'21"W., 185.00 feet to the Northernmost corner of said Lot 8, Block 18, also being a point on the Southeastern boundary of Tract F (Swiss Bridge Drive), according to the aforesaid plat of OKERLUND RANCH SUBDIVISION PHASE 1; thence along said Southeastern boundary of Tract F (Swiss Bridge Drive), N.32°13'39"E., 60.00 feet to the Northeastern corner of said Tract F (Swiss Bridge Drive); thence along the Northern boundary of said Tract F (Swiss Bridge Drive), N.57°46'21"W., 50.00 feet to a point on the Southeastern boundary of said Tract F (Swiss Bridge Drive), according to the aforesaid plat of OKERLUND RANCH SUBDIVISION PHASE 1, also being a point on the Southeastern boundary of Lot 9, Block 17, Northeastern, 36.96 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 12°06'00" (chord bearing N.38°16'39"E., 36.89 feet) to the Easternmost corner of said Lot 9, Block 17; thence along the Northernmost boundary of said Lot 9, Block 17, N.45°40'21"W., 132.00 feet to the Northernmost corner of said Lot 9, Block 17, also being a point on the Southern boundary of Tract A, according to the aforesaid plat of OKERLUND RANCH SUBDIVISION PHASE 1; thence along said Southern boundary of Tract A, the following eight (8) courses: 1) N.44°19'39"E., 27.53 feet; 2) N.54°34'39"E., 55.07 feet; 3) N.44°19'39"E., 27.53 feet; 4) N.2°04'39"E., 55.07 feet; 5) N.85°19'39"E., 55.07 feet; 6) S.84°25'21"E., 55.07 feet; 7) S.74°10'21"E., 55.07 feet; 8) S.63°55'21"E., 120.56 feet to the **POINT OF BEGINNING**.

Containing 2.234 acres, more or less.

This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

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

SURVEYOR'S CERTIFICATION

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivided; that this plat was prepared under my direction and supervision and complies with all the survey requirements of Chapter 177, Part 1, Florida Statutes, and the Hillsborough County Land Development Code; and that Permanent Reference Monuments (P.R.M.'s) were set on the _____ day of _____, 20____, as shown hereon, and that the "P.C.P.'s" (Permanent Control Points) as shown hereon, and all other monuments, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177, Part 1, of the Florida Statutes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

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

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

NOTES:
1. Northing and Easting coordinates (indicated in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida, have been established by horizontal control monument order accuracy, and are supplemental data only, as established from a RTK GPS Network and verified by horizontal control monument. Control point used for originating coordinates: National Geodetic Survey (NGS) Control Station "DIXON". The coordinates are intended for informational purposes only.

- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this subdivision may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.
- Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services provided, however, the easements shall not be used for the installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- Lands being platted herein are benefited by and subject to the following:
 - Notice of Establishment of the Hawthorne Community Development District recorded May 10, 2019 in Official Records Book 28612, Page 451; Amended Notice of Establishment of the Hawthorne Community Development District recorded June 10, 2021 in Instrument No. 2021292814; Corrected Notice of Establishment of the Hawthorne Community Development District recorded August 11, 2021 in Instrument No. 202104453; Public Records of Hillsborough County, Florida.
 - Hillsborough Electric Power and Light Company recorded November 14, 2020 in Instrument No. 2020475515, Public Records of Hillsborough County, Florida.
 - Community Declaration for Hawthorne Two recorded July 14, 2020 in Instrument No. 2020284987, Public Records of Hillsborough County, Florida.

BOARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Date _____ Chairman _____

CLERK OF CIRCUIT COURT

County of Hillsborough
State of Florida

I hereby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part 1 of the Florida Statutes and has been filed for record in Plat Book _____, Pages _____, of the Public Records of Hillsborough County, Florida.

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

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

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

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

AMERITT, INC.,
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azalea Street, Suite 150
Tampa, FL 33609
Phone: (813) 221-5800
Fax: (813) 221-5801
File: P:\1480 Rev00\Map\Downward Sea Pl. 2

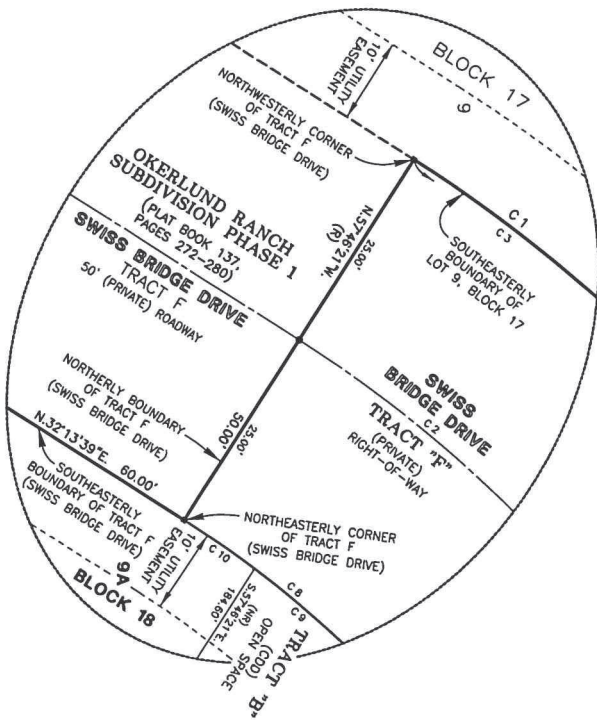
OKERLUND RANCH SUBDIVISION PHASE 2
A REPLAT OF ALL OF LOT 9, BLOCK 18 AND ALL OF PARCEL A, ACCORDING TO THE PLAT OF
OKERLUND RANCH SUBDIVISION PHASE 1, AS RECORDED IN PLAT BOOK 137, PAGES 272 THROUGH 280
SECTIONS 7 AND 8, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

PARALLEL OFFSET DIMENSIONS NOTE:

EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE.
(IE: 5' = 5.00') (IE: 7.5' = 7.50').
THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B"	(CDD) OPEN SPACE; UTILITY EASEMENT;	0.339 AC.±
TRACT "F"	(PRIVATE) DRAINAGE EASEMENT	
TRACT "F"	(PRIVATE) RIGHT-OF-WAY; (PRIVATE) DRAINAGE EASEMENT	0.412 AC.±



DETAIL "A"
NOT TO SCALE
(SEE SHEET 3)



SEE SHEET 3 OF 3
FOR BASIS OF BEARINGS

NO.	BEARINGS	DELTA	ARC	CHORD	BEARING
1	175.00	127.08	35.86	36.89	N.48°16.39'E.
2	150.00	90°00'00"	235.62	212.13	N.77°13.59'E.
3	175.00	90°00'00"	274.89	247.49	N.77°13.59'E.
4	125.00	90°00'00"	186.35	176.78	S.77°13.59'W.
5	125.00	85°24.41"	186.34	169.56	S.79°31'18"W.
6	125.00	84°55'19"	186.34	169.56	S.79°31'18"W.

CURVE DATA TABLE

- LEGEND**
1. Symbol indicates (P.R.M.) Permanent Reference Monument.
 2. Symbol indicates (C.M.) Concrete Monument, unless otherwise noted.
 3. (R) indicates radial line.
 4. (NR) indicates non-radial line.
 5. O.R. - Official Records Book.
 6. (CDD) - Community Development District.

FMERITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Apollo Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

SHEET 2 OF 3 SHEETS

DEDICATION: The undersigned, Jen Florida 32, LLC, a Florida limited liability company (the "Owner"), as Owner of the lands platted herein does hereby dedicate this plat of OKERLUND RANCH SUBDIVISION PHASE 2 for record. Further, the Owner does hereby state and declare the following:

The private road and private right-of-way shown hereon as TRACT "F" is not dedicated to the public, but is private, and is hereby reserved by Owner for the benefit of the lot owners within the subdivision, as access for ingress and egress of lot owners and their guests and invitees. Said right of access for ingress and egress will extend to lot owners within all phases and units, both existing and future, of this development.

Owner does hereby grant to Hillsborough County government and providers of law enforcement, fire emergency, emergency medical, mail, package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services, a non-exclusive access easement over, and across the private roads and private rights of way within Tract "F", 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 cable data, water and sewer, and other public and quasi-public utilities, a non-exclusive access easement over and across and a non-exclusive utility easement over, across and under the private roads and private rights of way within Tract "F", and the areas designated hereon as utility easements, for ingress and egress and for the construction, installation, and maintenance of utilities and related purposes, for the benefit of the lot owners herein.

The Private Drainage Easement is hereby reserved by Owner(s) for conveyance to a Homeowners' Association, Community Development District, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and will be privately maintained.

Fee Interest in Tracts "B" and "F" are hereby reserved by Owner for conveyance to a Homeowners' Association, Community Development District, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said tracts are not dedicated to the public and will be privately maintained.

Said Tracts "B" and "F" and the Private Drainage Easement 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 Owner will be the responsibility of the Owner, its assigns and its successors in title.

Jen Florida 32, LLC, a Florida limited liability company - OWNER

Matt O'Brien, as _____

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 Matt O'Brien, as _____ of Jen Florida 32, 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: _____

OKERLUND RANCH SUBDIVISION PHASE 2

A REPLAT OF ALL OF LOT 9, BLOCK 18 AND ALL OF PARCEL A, ACCORDING TO THE PLAT OF OKERLUND RANCH SUBDIVISION PHASE 1, AS RECORDED IN PLAT BOOK 137, PAGES 272 THROUGH 280 SECTIONS 7 AND 8, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

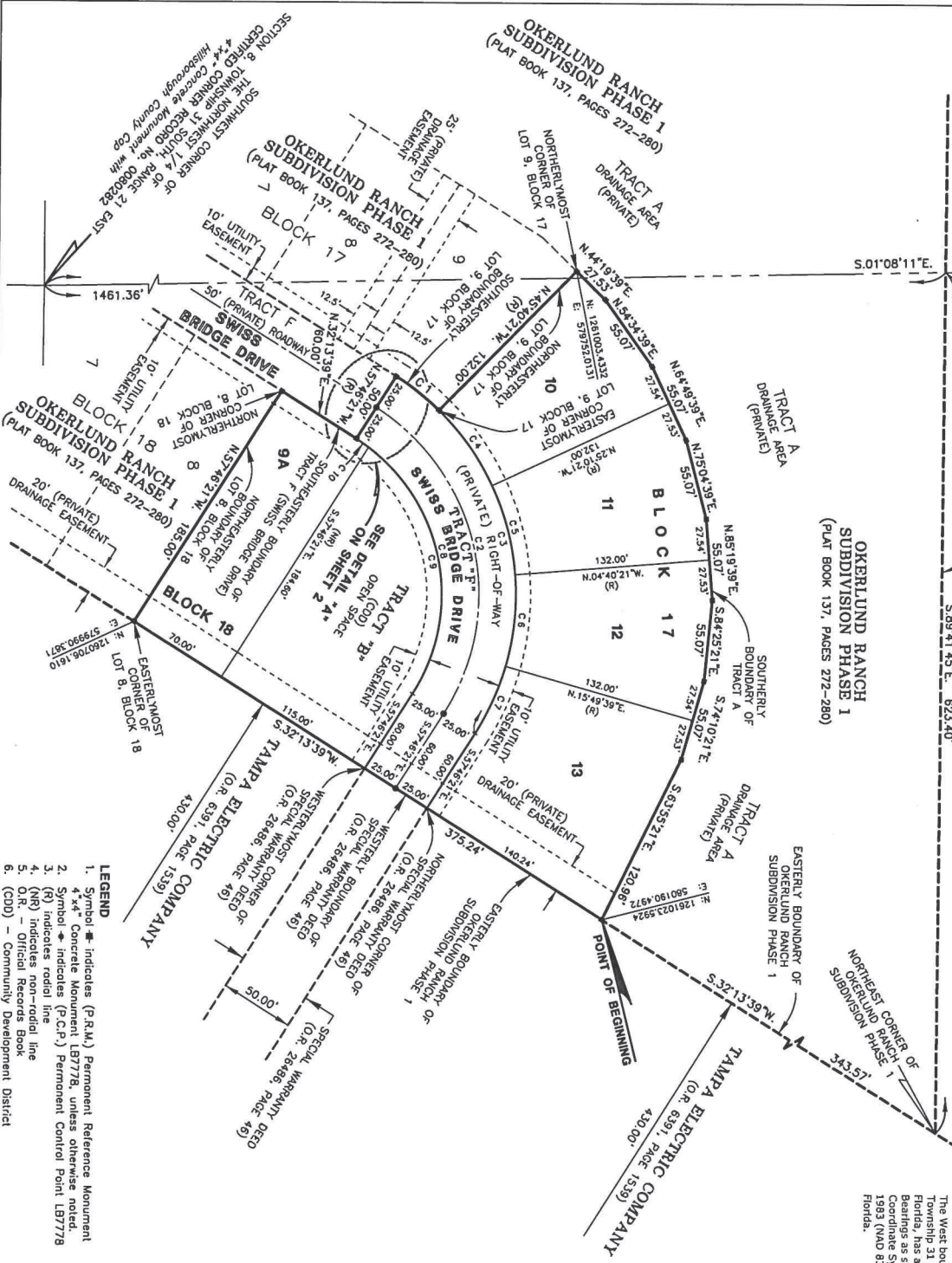
CURVE DATA TABLE

NO.	ROADS	DELTA	ARC	CHORD	BEARING
1	175.00	175.00°	343.51'	343.51'	S. 34.35° E.
2	150.00	90.00°	212.13'	212.13'	N. 27.13° E.
3	175.00	90.00°	274.49'	274.49'	N. 27.13° E.
4	175.00	90.00°	62.61'	62.61'	N. 54.34° E.
5	175.00	90.00°	62.61'	62.61'	N. 54.34° E.
6	175.00	90.00°	62.61'	62.61'	N. 54.34° E.
7	175.00	90.00°	62.61'	62.61'	N. 54.34° E.
8	175.00	90.00°	186.34'	186.34'	S. 27.13° E.
9	125.00	90.00°	186.34'	186.34'	S. 27.13° E.
10	125.00	90.00°	186.34'	186.34'	S. 27.13° E.

This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

BASIS OF BEARINGS

The West boundary of the Northwest 1/4 of Section 8, Township 31 South, Range 21 East, Hillsborough County, Florida, has a grid bearing of S. 01° 08' 11" E. This grid bearing is based on the North American Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.



- LEGEND**
- Symbol: * Indicates (P.R.M.) Permanent Reference Monument
 - Symbol: + Indicates (P.C.P.) Permanent Control Point L87778
 - (R) Indicates radial line
 - (NR) Indicates non-radial line
 - O.R. - Official Records Book
 - (C.D.) - Community Development District

AMERITIT, INC.
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