

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

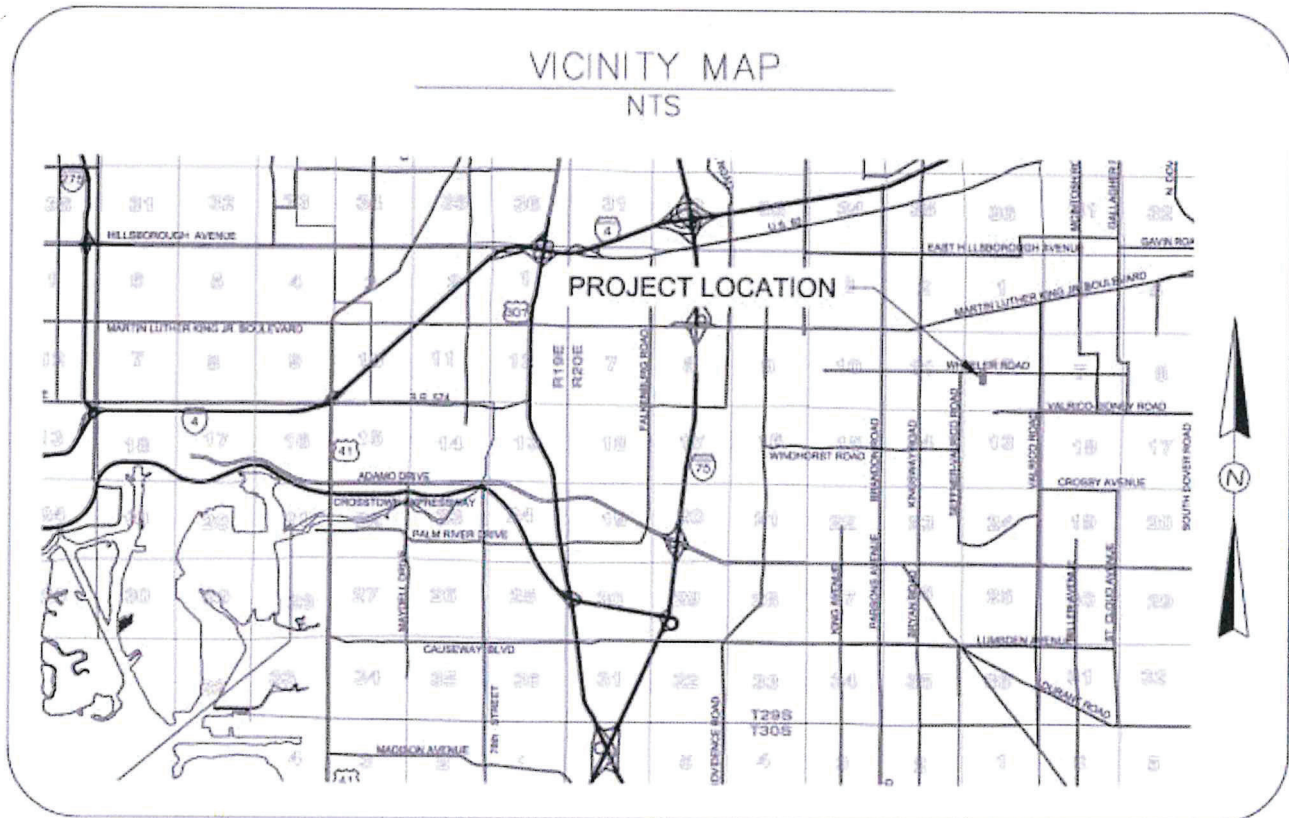
RECOMMENDATION:

Accept the plat for recording for Wheeler Ridge Subdivision, located in Section 12, Township 29, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Check in the amount of \$42,799.15, a Warranty Check in the amount of \$52,124.35, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Check for Placement of Lot Corners in the amount of \$1,312.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 22, 2021, Permission to Construct Prior to Platting was issued for Wheeler Ridge Subdivision. The developer has submitted the required Checks, which the County Attorney's Office has reviewed and approved. The developer is Transcend Development Corp. and the engineer is Landmark Engineering & Surveying Corporation.

WHEELER RIDGE SUBDIVISION



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

This Agreement is made and entered into this _____ day of _____, 20____, by and between Transcend Development Corp., hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to 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 **WHEELER RIDGE SUBDIVISION**; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as **WHEELER RIDGE 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 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 **WHEELER RIDGE 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 (hereafter, the "Improvements"):

<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 System	<input checked="" type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input type="checkbox"/> Sidewalks	<input checked="" type="checkbox"/> Other: <u>Off-site Roads, off-site water</u>
<u>distribution system and off-site sanitary sewer system and</u>		

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with **WHEELER RIDGE SUBDIVISION**, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the Improvements constructed in connection with **WHEELER RIDGE 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 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, dated __ with ____ as Principal, and ____ as Surety, and
A Warranty Bond, dated __ with __ as Principal, and ____ as Surety, and
 - c. Cashier/Certified Checks, number 1600947, dated March 03, 2022, and number 1600944, dated March 03, 2022, 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 letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

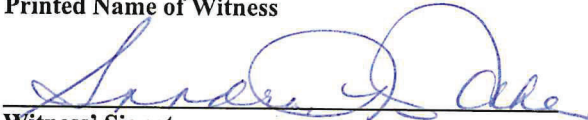
5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review 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 Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

7. In the event the Subdivider shall fail or neglect to fulfill his 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 his 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 known as **WHEELER RIDGE 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 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 Review Division of 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. Provided 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 twelve (12) month 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 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 these presents, this 3rd day of March 2022.

ATTEST:


Witness' Signature
(Signed before a Notary Public and 2 Witnesses)
GAIL BROWN
Printed Name of Witness

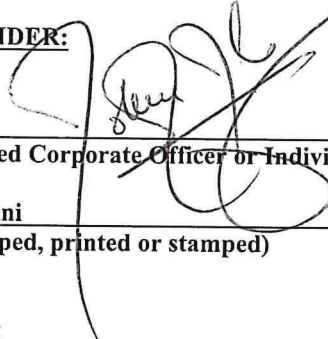

Witness' Signature
Sandra L. Lake
Printed Name of Witness

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: 
Authorized Corporate Officer or Individual
Ali Hasbini
Name (typed, printed or stamped)

President
Title

3658 Erindale Drive, Valrico FL 33596
Address of Signer


813-681-8419
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Subdivider Agreement for Construction and Warranty of On and Off Site Improvements.doc

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of March 2022, by Ali Hasbini, President of Transcend Development Corporation a corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

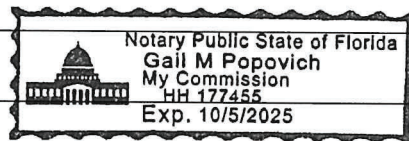
Sign:  (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



CASHIER'S CHECKDATE MARCH 03, 2022PAY TO THE
ORDER OF HILSBOROUGH COUNTY B.O.C.C.\$ 42,799.15FORTY TWO THOUSAND SEVEN HUNDRED NINETY NINE AND 15 / 100XXX DOLLARSTRANSCEND DEVELOPMENT CORP

REMITTER

PNC Bank, National Association


OFFICIAL SIGNATURE

⑈ 1600947 ⑈ ⑆043000096⑆ 1026403363⑈

APPROVED BY THE COUNTY ATTORNEYBY
**Approved As To Form And Legal
Sufficiency.**

00100271

PNC BANK
PNC Bank, National Association
Florida, Bank 001

No. 1600944

6-7/431

CASHIER'S CHECK

DATE MARCH 03, 2022

PAY TO THE
ORDER OF HILLSBOROUGH COUNTY B.O.C.C.

\$ 52,124.35

FIFTY TWO THOUSAND ONE HUNDRED TWENTY FOUR AND 35 / 100XXXXX DOLLARS

Security
included
Details on

TRANSCEND DEVELOPMENT CORP

REMITTER

PNC Bank, National Association



OFFICIAL SIGNATURE

⑈ 1600944 ⑈ 10430000961 ⑈ 1026403363 ⑈

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.

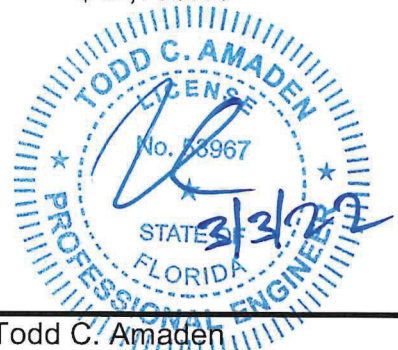
**WHEELER RIDGE SUBDIVISION
PERFORMANCE ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$34,239.32
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TOTAL	\$34,239.32
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125% PERFORAMNCE BONDING	\$42,799.15
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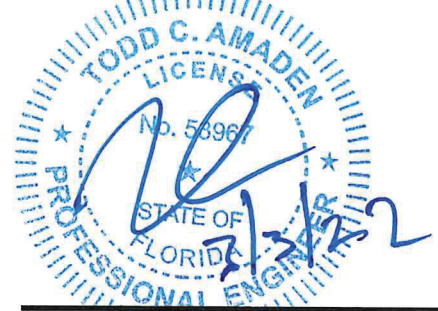


Todd C. Amaden
License No. 53967

**WHEELER RIDGE SUBDIVISION
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$247,972.03
SCHEDULE B - STORM DRAINAGE SYSTEM	\$132,407.47
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$57,597.08
SCHEDULE D - SANITARY SEWER SYSTEM	\$83,266.87
TOTAL (SCHEDULES A - D)	\$521,243.45
10% WARRANTY BONDING	\$52,124.35



Todd C. Amaden
License No. 53967

**WHEELER RIDGE SUBDIVISION
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	2,230	SY	PAVE 1 1/2" SP 12.5 ASPHALT (INTERIOR ROAD)	\$12.91	\$28,789.30
2	2,230	SY	ROAD BASE CRUSED CONCRETE 6"	\$11.69	\$26,068.70
3	2,230	SY	SUBGRADE STABILIZED 12"	\$8.79	\$19,601.70
4	1,915	LF	CONCRETE CURB MIAMI	\$14.06	\$26,924.90
5	22	LF	CONCRETE CURB TYPE D	\$30.47	\$670.34
6	807	SF	CONCRETE SIDEWALK 4" SF	\$4.91	\$3,962.37
7	3,674	LF	CONCRETE SIDEWALK 6" SF (NON-REINFORCED)	\$6.04	\$22,190.96
8	4	EA	ADA CONCRETE ACCESS RAMPS W/ DOMES	\$1,357.48	\$5,429.92
9	2,999	SF	RETAINING WALL ANCHOR BLOCK	\$26.18	\$78,513.82
10	396	LF	HANDRAIL FOR RETAINING WALL (POND A)	\$54.98	\$21,772.08
11	1	LS	SIGNAGE & STRIPING - LS	\$5,450.02	\$5,450.02
OFF-SITE					
12	232	SY	PAVE 1" TYPE SP 9.5 ASPHALT (WHEELER RD)	\$37.06	\$8,597.92

TOTAL STREET IMPROVEMENTS **\$247,972.03**

**WHEELER RIDGE SUBDIVISION
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	20	LF	RCP 15"	\$33.17	\$663.40
2	662	LF	RCP 18"	\$43.24	\$28,624.88
3	303	LF	RCP 24"	\$64.56	\$19,561.68
4	1	EA	RCP MES 18"	\$1,913.99	\$1,913.99
5	4	EA	RCP MES 24"	\$2,118.09	\$8,472.36
6	6	EA	TYPE 1 CURB INLET	\$4,664.54	\$27,987.24
7	4	EA	TYPE 2 CURB INLET	\$5,107.17	\$20,428.68
8	3	EA	TYPE C INLET	\$2,261.04	\$6,783.12
9	2	EA	TYPE D INLET	\$3,041.70	\$6,083.40
10	1	EA	CONTROL STRUCTURE TYPE C WITH SKIMMER	\$5,588.54	\$5,588.54
11	1	EA	CONTROL STRUCTURE TYPE E WITH SKIMMER	\$6,300.18	\$6,300.18

TOTAL STORM DRAINAGE SYSTEM **\$132,407.47**

**WHEELER RIDGE SUBDIVISION
WARRANTY ESTIMATE**

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	780	LF	PW PVC (DR-18) 06"	\$19.67	\$15,342.60
2	6	EA	POTABLE WATER GATE VALVES 06"	\$1,162.00	\$6,972.00
3	1	LS	POTABLE WATER FITTINGS 06"	\$241.20	\$241.20
4	2	EA	FIRE HYDRANT ASSEMBLY	\$4,769.10	\$9,538.20
5	14	EA	PW SERVICES WATER SINGLE SHORT	\$390.94	\$5,473.16
6	7	EA	PW SERVICES WATER SINGLE LONG	\$519.05	\$3,633.35
7	1	EA	POTABLE WATER BLOWOFFS (PERMANENT)	\$1,233.92	\$1,233.92
OFF-SITE					
8	1	EA	CONNECT TO EXISTING	\$10,940.12	\$10,940.12
9	50	LF	PW 06" DUCTILE IRON PIPE	\$68.63	\$3,431.50
10	1	LS	POTABLE WATER FITTINGS 06"	\$791.03	\$791.03

TOTAL WATER DISTRIBUTION SYSTEM **\$57,597.08**

**WHEELER RIDGE SUBDIVISION
WARRANTY ESTIMATE**

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	295	LF	SS PVC (SDR-26) 08" 06-08'	\$42.45	\$12,522.75
2	365	LF	SS PVC (SDR-26) 08" 08-10'	\$43.31	\$15,808.15
3	28	LF	SS PVC (C-900) 08" 08-10'	\$48.46	\$1,356.88
4	3	EA	SS MANHOLE 4' DIA 06-08' (UNLINED)	\$3,499.72	\$10,499.16
5	2	EA	SS MANHOLE 4' DIA 08-10' (UNLINED)	\$3,806.30	\$7,612.60
6	3	EA	SEWER SERVICES SINGLE (8X6")	\$974.75	\$2,924.25
7	9	EA	SEWER SERVICES DOUBLE (8X6")	\$1,228.98	\$11,060.82
8	144	LF	FM PVC PIPE 04"	\$16.38	\$2,358.72
9	3	EA	FM PLUG VALVE 04"	\$1,119.66	\$3,358.98
10	1	LS	FM FITTINGS 04"	\$1,077.61	\$1,077.61
OFF-SITE					
11	216	LF	FM PVC PIPE 04"	\$19.44	\$4,199.04
12	4	EA	FM PLUG VALVE 04"	\$1,119.66	\$4,478.64
13	1	LS	FM FITTINGS 04"	\$1,585.95	\$1,585.95
14	1	EA	FM CONNECT TO EXISTING WITH 4" CUT TEE TIE IN	\$4,423.32	\$4,423.32

TOTAL SANITARY SEWER SYSTEM **\$83,266.87**

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

This Agreement made and entered into this _____ day of _____, 20____, by and between Transcend Development Corp. hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to 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 **WHEELER RIDGE 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 known as **WHEELER RIDGE 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, and to gain approval of the County to record said plat, 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 platted area known as **WHEELER RIDGE SUBDIVISION** within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number ____, dated ____, with ____,
____ by order of ____, or
 - b. A Performance Bond, dated ____, with ____, as Principal, and Developers Surety as Surety, or
 - c. Escrow Agreement, dated ____, between
and the County, or
 - d. Cashier/Certified Check, number 1600945, dated March 03, 2022, 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 letters of credit, performance bonds, escrow agreements, or cashier/certified checks are/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 "Subdivision Regulations," 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 his 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 known as **WHEELER RIDGE 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 these presents, this 3rd day of MARCH, 2022.

ATTEST:

[Signature]

Witness Signature

GARY POPPICO

Printed Name of Witness

[Signature]

Witness Signature

Sandra L. Lake

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: _____

Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

Ali Hasbini

Printed Name of Signer

President

Title of Signer

3658 Erindale drive, Valrico FL 33596

Address of Signer

813-681-8419

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

Subdivider Agreement for Performance - Placement of Lot Corners.doc

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FL

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of March, 2022, by Ali Hasbini, President of Transcend Development Corp, a corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

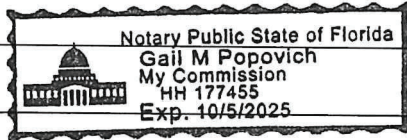
Sign: Gail M Popovich (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



CASHIER'S CHECKDATE MARCH 03, 2022PAY TO THE
ORDER OF HILLSBOROUGH COUNTY B.O.C.C.\$ 1,312.50ONE THOUSAND THREE HUNDRED TWELVE AND 50 / 100***** DOLLARSTRANSCEND DEVELOPMENT CORP

REMITTER

PNC Bank, National Association


OFFICIAL SIGNATURE
Security features
included.
Details on back.

⑈ 1600945⑈ ⑆043000096⑆ 1026403363⑈

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal
Sufficiency.

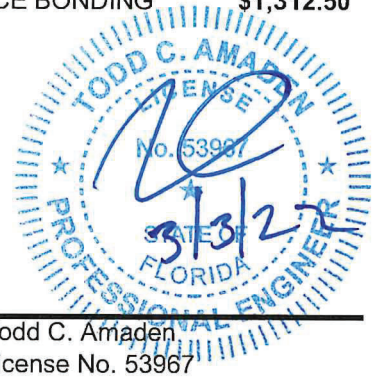
**WHEELER RIDGE SUBDIVISION
PERFORMANCE ESTIMATE - LOT CORNERS**

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	21	EA	LOT CORNERS	\$50.00	\$1,050.00

TOTAL LOT CORNERS **\$1,050.00**

125% PERFORMANCE BONDING **\$1,312.50**



The seal is a circular blue stamp. The outer ring contains the text "TODD C. AMADEN" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside the ring, the text "STATE OF FLORIDA" is at the bottom. In the center, "LICENSE NO. 53967" is printed. A handwritten signature "TCA" is written over the seal. Below the signature, the date "3/3/22" is handwritten.

Todd C. Amaden
License No. 53967

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK: _____ PAGE: _____

The undersigned, as owner of the lands platted herein does hereby dedicate this plot of Wheeler Ridge for record. Further, the owner does hereby dedicate to public use all streets, roads, rights of way, Tract "A" and all those easements designated on the plat as "public". The undersigned further makes the following dedications and reservations:

Fee interest in Tracts "B", "C", "D" and "LS" is hereby reserved by owner for conveyance to a Homeowners' Association 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", "C", "D" and "E" and all private easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of tracts, parcels, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns and its successors in title.

The Private Drainage Easements are hereby reserved by owner for conveyance to a Homeowners' Association 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 maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

TRANSCEND DEVELOPMENT CORP

1009

2000

STATE OF)
COUNTY OF) ss:)

THIS IS TO CERTIFY, THAT ON _____ APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, AU HASBIB, PRESIDENT OF TRANSCENDENT DEVELOPMENT CORP., WHO IS [] / IS NOT [] PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DECLARATION AND SPECIALLY AUTHORIZED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

SIGN: _____ (SEAL) _____

TITLE OR RANK:

BY COMMISSION DEPT. OF COMMERCE

A portion of the SW 1/4 of Section 12, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the SW 1/4 of said Section 12; thence N89°42'56"E., 1321.21 feet along the Northernly boundary line of said SW 1/4; thence S00°15'11"E. 23.00 feet to the Southernly right-of-way line of E. WHEELER ROAD and the POINT OF BEGINNING; thence N89°42'58"E. 330.73 feet along said Southernly right-of-way line; thence S00°08'35"E., 901.11 feet; thence S89°43'03"W., 331.95 feet to the Easterly boundary line of GROVE PARK UNIT 2, as recorded in Plat Book 36, Page 57 of the Public Records of Hillsborough County, Florida; thence N00°02'56"W., 901.11 feet along said Easterly boundary line to the POINT OF BEGINNING.

Containing 6.85 Acres. more or less.

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

DATE _____

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 # _____,
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

I HEREBY CERTIFY THAT THIS SUBMISSION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ CLERK OF CIRCUIT COURT

BY _____ DEPUTY CLERK

THIS _____ DAY OF _____ 20____ TIME _____

CLERK FILE NUMBER .

THE UNDERSIGNED SUBSCRIBER HEREBY CERTIFY THAT THIS RAISED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAN WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAN COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PROMS) WERE SET ON ____ FEET OF ____ 20____, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCPS) AND LOT CORNERS WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BIDDING.

SCOTT R. FOWLER, LS 5185
FLORIDA REGISTERED SURVEYOR

LANDMARK ENGINEERING & SURVEYING CORPORATION
8515 PALM RIVER ROAD, TAMPA, FLORIDA 33619
CERTIFICATE OF AUTHORIZATION NO. 18 3913



8515 Palm River Road
(813) 621-7841
www.lisc.com

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

PAGE: _____



UNPLATTED

TRACT DESIGNATION TABLE	
TRACT	DESIGNATION
"A"	ADDITIONAL PUBLIC ROW DEDICATED HEREBY
"B"	FLOODPLAIN MITIGATION AREA; DRAINAGE AREA; UTILITY EASEMENT (PUBLIC)
"C"	DRAINAGE AREA; UTILITY EASEMENT (PUBLIC)
"D"	OPEN AREA; UTILITY EASEMENT (PUBLIC)
"1.5"	LIFT STATION (PRIVATE); UTILITY EASEMENT (PUBLIC)

[illegible]

1. NORTHING AND EASTING COORDINATES (INDICATED IN FEET) AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83 - 1990 ADJUSTMENT)

2. BASIS OF BEARINGS: SOUTHERLY R/W LINE OF E. WHEELER ROAD. BEARS N.89.42°50' E. (GRID).

708

3. ALL PAID-UP TELEVISION ENDSHOTS WILL PROVIDE SUCH ENDSHOTS WILL ALSO BE SUFFICIENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES WILL INTERFERE WITH THE FACILITIES AND MAINTENANCE OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SHALL NOT APPLY TO THOSE PREMISES WHERE THE CABLE TELEVISION COMPANY IS PROVIDING CABLE TELEVISION SERVICE TO THE PUBLIC. IN SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION WITH THE NATIONAL ELECTRIC SERVICE CODE AS ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION.

4. SUBSIDENCE PLAYS BY NO MEANS PERSONIFY A PERMANENT OR WASTED PROPERTIES WILL OR WILL NOT FLOOD, LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

UNPLATTED

Scale: 1" = 100'



GRAPHIC SCALE (IN FEET)

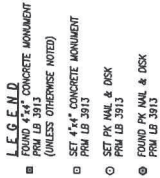
KEY MAP

LANDMARK
Engineering & Surveying Consultants

8515 Palm River Road
(813) 621-7841
www.lesc.com

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

HILLSBOROUGH COUNTY, FLORIDA

SEE SHEET 2 FOR PLAT NOTES
AND KEY MAP.

(99)	=	NON-RURAL
(A)	=	ADJUTANT GENERAL
(B)	=	BATTALION
(C)	=	COMPANY
(D)	=	DETACHMENT
(E)	=	ENGINEER
(F)	=	FIELD
(G)	=	GENERAL
(H)	=	HANDMAIDEN ASSOCIATION
(I)	=	INFANTRY
(J)	=	JUNIOR
(K)	=	KIA
(L)	=	LICENSED BUSINESS
(M)	=	MAJOR
(N)	=	NAVY
(O)	=	OFFICIAL RECORDS
(P)	=	POINT OF COMMEMORATION
(Q)	=	QUARTERMASTER
(R)	=	RECORD
(S)	=	SET
(T)	=	TERRITORY
(U)	=	UNIT
(V)	=	VOLUNTARY
(W)	=	WATER
(X)	=	EX
(Y)	=	YOUTH
(Z)	=	ZONE

NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANITARY MANHOLE OR OTHER UTILITY STRUCTURE AND IT CAN NOT BE SET, FOUR (4) REFERENCE POINTS ARE SET ESTABLISHING TWO LINES THAT INTERSECT AT THE P.C.P. LOCATION.

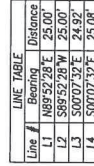
(P.K. NAIL & DISK
LB 3913 - TYPICAL)
REFERENCE POINTS

P.C.P. REFERENCE DIAGRAM
NOT TO SCALE



8515 Palm River Road
(813) 621-7841
www.lesc.com

Sheet 3 of 4



CURVE TABLE				
Curve	Radius	Delta	Arc Length	Chord Bearing
C1	25.00'	89°54'49"	39.23'	S44°49'52"W
C2	25.00'	90°05'11"	39.31'	N45°10'08"W
C3	25.00'	47°55'49"	18.73'	N21°35'26"W
C4	25.00'	47°09'23"	20.58'	N65°38'02"W

SEE SHEET 4 OF 4

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

Scale: 1" = 50'

GRAPHIC SCALE (IN FEET)

50 25 0 50

NORTH

LEGEND
FOUND 4"x4" CONCRETE MONUMENT
PRM LB 3913
(UNLESS OTHERWISE NOTED)

- ☐ SET 4"x4" CONCRETE MONUMENT
PRM LB 3913
- ☉ SET PK NAIL & DISK
PRM LB 3913

- ⊙ FOUND PK NAIL & LASK
PRM LB 3913
- SET 5/8" IRON ROD LB 3913
- ⊙ PERMANENT CONTROL POINT
SET LB 3913 PK NAIL & LASK

POINT OF CURVATURE AND
POINT OF TANGENCY ON CURVE

MATCH LINE

1
= RADIAL BEARING FILE
= UTILITY EASEMENT
= DRAINAGE EASEMENT
= ELEC. AIR RIGHTS

SHEET 2 FOR PLAT NOTES
KEY MAP.

* NON-RADIAL
RADIAL
RECORDED PLAT INFORMATION
CUTTER MARK

OVER ALL
RIGHT-OF-WAY
CERTIFIED CORNER RECORD
DRAINAGE EASEMENT
ENVIRONMENTAL PROTECTION

FOUND CONCRETE MONUMENT
FOUND IRON PIPE
FOUND IRON ROD
FOUND PK NAIL
FOUND NAIL & DISK

LICENSED BUSINESS
 HOMEOWNERS ASSOCIATION
 = NORTH AMERICAN DATUM 1983
 = NOT TO SCALE
 OFFICIAL RECORDS
 BOARD OF RECORDING

POINT OF COMMENCEMENT
PERMANENT CONTROL POINT
PERMANENT REFERENCE
MONUMENT
REFERENCE MONUMENT

= SET NAIL & DISK LB 3913
D = SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
TYPICAL

E WHERE THE LOCATION OF A P.C.P. OF A SANITARY MANHOLE OR DUCTURE AND IT CAN NOT BE SET, REFERENCE POINTS ARE SET ESTABLISHING

SANITARY MANHOLE TOP (TYPICAL)

REFERENCE DIAGRAM
NOT TO SCALE

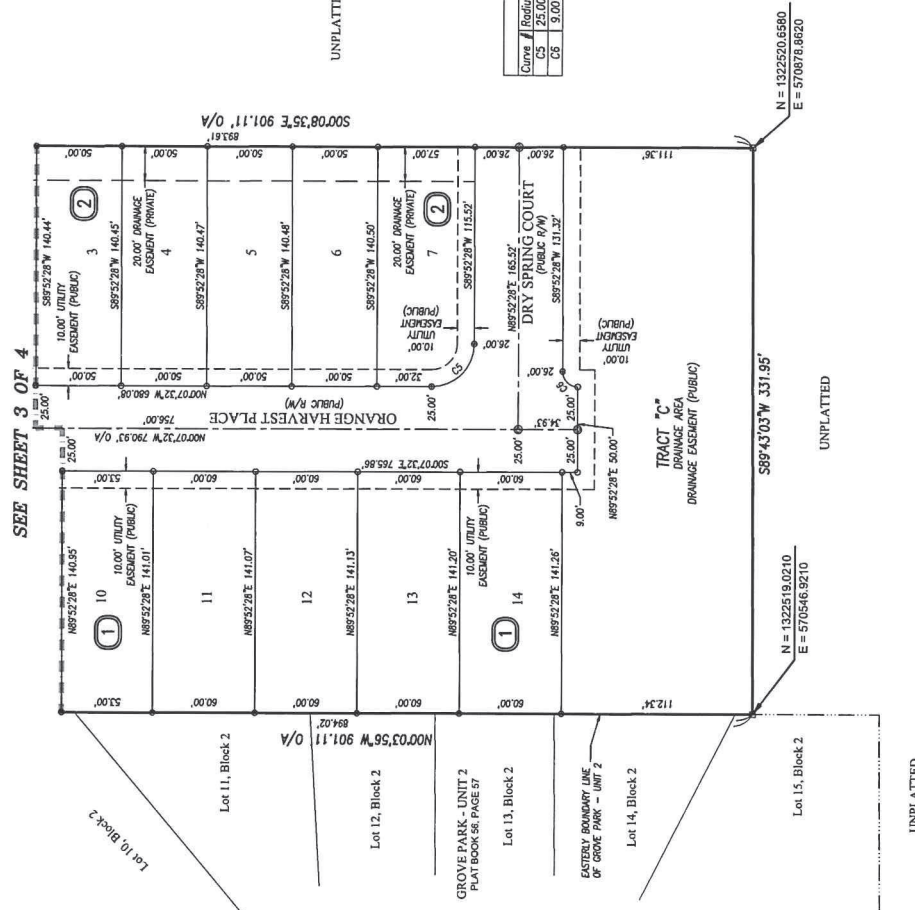


Dmark
Engineering & Surveying Corporation

Tampa, Florida 33619
(813) 664-1832 (fax)
L.B. # 3913

Sheet 4 of 4

CURVE TABLE				
Curve	Radius	Delta	Arc/Length	Chord Bearing
C5	25.00'	90°00'00"	39.27'	S45°07'32"E
C6	0.00'	83°34'15"	14.03'	S45°07'32"E





Certificate of School Concurrency

Project Name	Wheeler Road Subdivision
Jurisdiction	Hillsborough County
HCPS Project Number	665
Date/Time application deemed complete	7.8.2019
Jurisdiction Project Number	4890
Parcel ID Number	0665720000
Project Location	S of Wheeler Rd, East of Seffner Valrico Rd
Dwelling Units & Type	21 SFD
Applicant	Robert Appleyard (Transcend Development Corp)

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	4	3	3		10

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.

Amber K. Dickerson, AICP
Manager, Planning & Siting

7.8.2019
Date Issued