

SUBJECT: Heritage Estates Phase 1 fka Graceland Village
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 7, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Heritage Estates Phase 1 fka Graceland Village, located in Section 08, Township 32, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads and drainage) 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 \$259,141.25, a Warranty Bond in the amount of \$98,882.54, 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 \$6,475.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 7, 2021, Permission to Construct Prior to Platting was issued for Heritage Estates Phase 1 fka Graceland Village. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Graceland Village, LLC and the engineer is June Engineering Consultants, Inc.

**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement is made and entered into this ____ day of _____, 20____, by and between
Graceland Village LLC 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 Heritage Estates Phase 1 _____; 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 known as Heritage Estates Phase 1 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 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 type="checkbox"/> Water Mains/Services	<input checked="" type="checkbox"/> Stormwater Drainage Systems
<input type="checkbox"/> Sanitary Gravity Sewer System	<input type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	<input type="checkbox"/> Other: _____

_____ and

WHEREAS, the County required 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 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 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 platted area known as Heritage Estates Phase 1 Subdivision, within three (3) 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 and stormwater drainage 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 Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in Heritage Estates Phase 1 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 April 29th 2022 with Graceland Village LLC as Principal, and _____
United Fire and Casualty Company as Surety, and
A Warranty Bond, dated April 29th 2022 with Graceland Village LLC as Principal, and _____
United Fire and Casualty Company as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and 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 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 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 Heritage Estates Phase 1 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 improvement facilities 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 three 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 his 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 30 day of April, 2022.

ATTEST:

[Signature]
Witness' Signature

Sydney Sedloff
Printed Name of Witness

[Signature]
Witness' Signature

Jeffrey Sedloff
Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

HILLSBOROUGH COUNTY
_____, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Rohland A June
Name (typed, printed or stamped)

Manager
Title

23 W Joiner St, Winter Garden FL 34787
Address of Signer

407-905-8180
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of April, 2022, by Rohland A. June and respectively President and Manager of Graceland Village, LLC Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

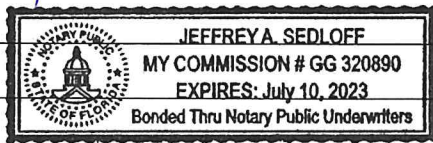
NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____



My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

Bond No: 54-244297

KNOW ALL MEN BY THESE PRESENTS, That we GRACELAND VILLAGE, LLC called the Principal, and United Fire & Casualty Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Hundred Fifty Nine Thousand One Hundred Forty One Dollars and 25/100 Dollars (\$259,141.25) 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 Chapter 163 and Chapter 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, the Principal has filed with the Development Review Division of 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, culverts, gutters 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 for the Heritage Estates – Phase 1 Subdivision Development; 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 for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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 Heritage Estates – Phase 1 subdivision, including all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, culverts, gutters 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 (3) 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 October 7, 2022.

SIGNED, SEALED AND DATED this 29th day of April, 2022.

ATTEST:



Lauren June

GRACELAND VILLAGE, LLC

BY:



PRINCIPAL

Rohland A. June II, MGR
(SEAL)

United Fire & Casualty Company


BY:




SURETY

(SEAL)

ATTEST:



Coralise Medal, Witness
APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

Teresa L. Durham

ATTORNEY-IN-FACT (SEAL)
AND FLORIDA LICENSED RESIDENT AGENT
Inquiries: 407-786-7770



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of July, 2021



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of April, 20 22.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

Heritage Estates Ph 1 Performance Estimate

Prepared by: **June Engineering Consultants, Inc.**

23 W. Joiner St

Winter Garden, FL. 34787

Date: 4/27/2022

Certificate of Authorization No. 31567

Description	QTY	Units	Unit Price	Total
Earthwork/General				
Seed and Mulch	1	LS	\$2,500.00	\$2,500.00
Bahia Sod (behind Curb 2')	4,000	SY	\$2.50	\$10,000.00
Sod Ponds and Swales	10,500	SY	\$2.50	\$26,250.00

Paving				
1 1/2 Asphalt, Type SP-12.5	15,970	SY	\$8.90	\$142,133.00
5'x4" Sidewalk (offsite and entrance)	2,680	SF	\$3.50	\$9,380.00
ADA Curb ramps	7	EA	\$650.00	\$4,550.00
Signage and Pavement Markings	1	LS	\$7,500.00	\$7,500.00
Testing	1	LS	\$5,000.00	\$5,000.00

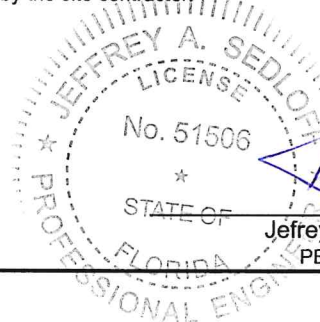
TOTAL

\$207,313.00

Note: All the above are actual costs as provided to June Engineering Consultants, Inc. by the site contractor, Septic and well.

125% Performance Estimate=

\$259,141.25



Jeffrey A Sedloff
PE #51506

WARRANTY BOND

Bond No: 54-244298

KNOW ALL MEN BY THESE PRESENTS, That we GRACELAND VILLAGE, LLC called the Principal and United Fire & Casualty Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Ninety Eight Thousand Eight Hundred Eighty Two Dollars and 54/100 U.S. Dollars (\$98,882.54) 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 Chapter 163 and Chapter 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 improvement facilities (roads, drainage) for maintenance in the approved platted subdivision known as Heritage Estates – Phase 1 ; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, culverts, gutters, storm sewers and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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.

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

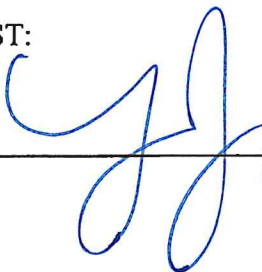
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads and drainage improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Heritage Estates – Phase 1, 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 October 7, 2024.

SIGNED, SEALED AND DATED this 29th day of April, 20 22.


ATTEST:



Lauryn June

GRACELAND VILLAGE, LLC


BY:



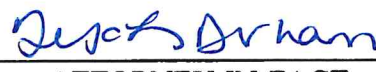
PRINCIPAL (SEAL) Rohland A. Juell, MGR

United Fire & Casualty Company
SURETY (SEAL)

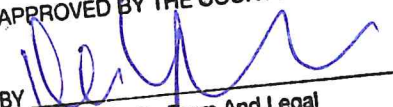
ATTEST:



Lisa Roseland, Witness



ATTORNEY-IN-FACT (SEAL)
AND FLORIDA LICENSED RESIDENT AGENT
Teresa L. Durham
Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of July, 2021



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of April, 2022.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

Heritage Estates Ph 1 Warranty Estimate

Prepared by: **June Engineering Consultants, Inc.**

Certificate of Authorization No. 31567

23 W. Joiner St

Winter Garden, FL. 34787

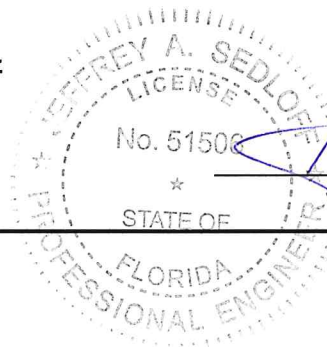
Date: 4/27/2022

Description	QTY	Units	Unit Price	Total
Earthwork/General				
Mobilization	1	LS	\$7,000.00	\$7,000.00
Bahia Sod (behind Curb 2')	4,500	SY	\$2.50	\$11,250.00
Seed and Mulch Pond	4.33	AC	\$968.00	\$4,191.44
Sod Ponds and Swales	21,500	SY	\$2.50	\$53,750.00
Paving				
1 1/2 Ashalt, Type SP-12.5	15,970	SY	\$8.95	\$142,931.50
6" Lime Rock Base	17,750	SY	\$11.98	\$212,645.00
12" Compacted Subgrade	21,737	SY	\$3.90	\$84,774.30
Miami Curb	13,328	LF	\$10.15	\$135,279.20
E Curb (Entrance Median)	384	LF	\$21.00	\$8,064.00
5'x4" Sidewalk (offsite and entrance)	2,680	SF	\$3.50	\$9,380.00
ADA Curb ramps	7	EA	\$650.00	\$4,550.00
Signage and Pavement Markings	1	LS	\$7,500.00	\$7,500.00
Testing	1	LS	\$5,000.00	\$5,000.00
Storm				
18" RCP	464	LF	\$39.00	\$18,096.00
24" RCP	3,214	LF	\$49.00	\$157,486.00
30" RCP	356	LF	\$63.00	\$22,428.00
18" MES	6	EA	\$1,500.00	\$9,000.00
24" MES	1	EA	\$1,700.00	\$1,700.00
30" MES	1	EA	\$1,900.00	\$1,900.00
MES Spreader Swale	1	EA	\$2,100.00	\$2,100.00
Spreader Swale	1	LS	\$2,500.00	\$2,500.00
Type D Inlet	2	EA	\$4,300.00	\$8,600.00
Type D Control Structure	1	EA	\$5,400.00	\$5,400.00
P-5 Inlet	5	EA	\$3,900.00	\$19,500.00
P-6 Inlet	7	EA	\$4,800.00	\$33,600.00
P-7 Inlet	4	EA	\$3,800	\$15,200.00
Testing/ Tving	1	LS	\$5,000.00	\$5,000.00
TOTAL				\$988,825.44

Note: All the above are actual costs as provided to June Engineering Consultants, Inc. by the site contractor.
Septic and well.

10% Warranty Estimate=

\$98,882.54



Jeffrey A Sedloff
PE #51506

4/30/22

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

This Agreement made and entered into this _____ day of _____ 20__ by and between Graceland Village LLC 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 Heritage Estates Phase 1; 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 Heritage Estates Phase 1 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 Heritage Estates Phase 1 subdivision within Three 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 April 29th 2022, with Graceland Village LLC as Principal, and United Fire and Casualty Company as Surety, or
 - c. Escrow Agreement, dated _____, between _____ and the County, or
 - d. 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 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 Heritage Estates Phase 1 _____ 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 30th day of April, 2022

ATTEST:

[Signature]
Witness Signature

Sydney Sedloff
Printed Name of Witness

[Signature]
Witness Signature

Jeffrey Sedloff
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

Rohland A June
Printed Name of Signer

Manager
Title of Signer

23 W Joiner St, Winter Garden Fl 34787
Address of Signer

407-905-8180
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of April,
2022, by Rohland A. June and _____
respectively President and Manager of Graceland Village, LLC

Inc., a corporation under the laws of the state of _____ on behalf of the
corporation. He and/or she is personally known to me or has produced _____
as identification and did take an oath.

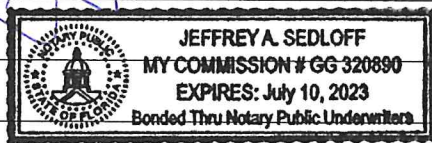
NOTARY PUBLIC:

Sign: Jeffrey A. Sedloff (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____



My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

Bond No: 54-244296

KNOW ALL MEN BY THESE PRESENTS, That we GRACELAND VILLAGE, LLC called the Principal, and United Fire & Casualty Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Six Thousand Four Hundred Seventy Five 00/100 (\$6,475.00) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 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, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in the platted area known as Heritage Estates Phase 1, 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 for Performance Placement of Lot Corners, the terms of which Agreement require

the Principal to submit an instrument ensuring completion of construction of required improvements.

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

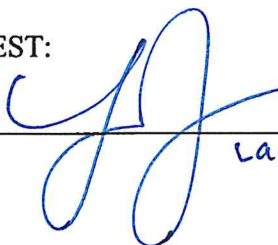
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Heritage Estates Phase 1 subdivision, all permanent control points and all lot corners, 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 Three 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 October 7, 2022.

SIGNED, SEALED AND DATED this 29th day of April, 2022.

ATTEST:



Lauryn June

GRACELAND VILLAGE, LLC

BY:



PRINCIPAL (SEAL) Rohland A. June II, MG

United Fire & Casualty Company

SURETY (SEAL)

ATTEST:



Jenna Delgado, Witness



Teresa L. Durham

ATTORNEY-IN-FACT (SEAL)
AND FLORIDA LICENSED RESIDENT AGENT
Teresa L. Durham
Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of July, 2021



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of April, 2022



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

Heritage Estates Phase 1 - Lot Corner Setting Bond

Prepared by: **June Engineering Consultants, Inc.**
23 W. Joiner St.
Winter Garden, FL. 34787

Certificate of Authorization No. 31567

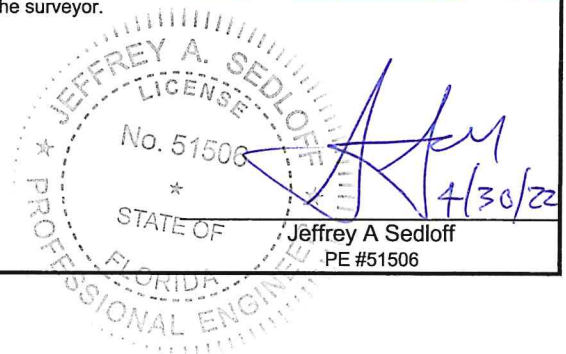
Date: 4/27/2022

<u>Description</u>	<u>QTY</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Number of Lots to be Staked	74	Lots	\$70.00	\$5,180.00
TOTAL				\$5,180.00

Note: All the above are actual costs as provided to June Engineering Consultants, Inc. by the surveyor.

125%=

\$6,475.00



HERITAGE ESTATES PHASE 1
LYING IN SECTIONS 15, 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

THAT PART OF SECTIONS 15, 22 & 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE RUN S00°05'41"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, 1246.42 FEET; THENCE RUN N89°53'49"E, 269.20 FEET; THENCE RUN S00°05'41"E PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22, 749.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 23; THENCE RUN S89°56'27"W ALONG SAID SOUTH LINE, 269.20 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 22; THENCE RUN N89°53'24"W ALONG SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 22, 501.99 FEET TO THE EAST MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 50; THENCE FOLLOWING THE PLATTING COURSES ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE, 765.55 FEET; N01°38'48"W, 108.12 FEET; N00°22'16"W, 104.92 FEET; N00°00'43"E, 106.99 FEET; N00°07'39"W, 95.05 FEET; N00°47'37"W, 97.87 FEET; N00°44'14"E, 89.34 FEET; N00°35'18"W, 93.54 FEET; N00°24'13"W, 91.24 FEET; N00°11'49"E, 89.38 FEET; N00°09'24"W, 98.97 FEET; N00°15'54"W, 93.58 FEET; N00°07'00"W, 100.44 FEET; N00°08'22"E, 94.63 FEET; N00°47'37"W, 92.40 FEET; N00°06'11"W, 89.17 FEET; N00°21'02"W, 93.14 FEET; N00°15'55"W, 96.00 FEET; N00°43'04"W, 97.38 FEET; N00°04'22"W, 93.47 FEET; N02°02'55"W, 90.00 FEET; N00°19'40"E, 162.04 FEET; N00°22'02"E, 98.51 FEET; N00°01'08"E, 107.77 FEET; N01°05'51"W, 78.44 FEET; N00°31'16"E, 103.77 FEET; N00°10'00"W, 99.63 FEET; N00°23'09"W, 123.54 FEET; N00°10'26"E, 110.69 FEET; N00°26'50"W, 106.53 FEET; THENCE FOLLOWING THE PLATTING COURSE ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE, 1451.00 FEET; THENCE RUN S00°04'04"W ALONG SAID SOUTH LINE, 1314.91 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 15; THENCE RUN S00°04'04"W ALONG SAID EAST LINE, 992.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 94.327 ACRES MORE OR LESS.



CERTIFICATE OF AUTHORIZATION
LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407/505.8877

PLAT APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMANCE. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY, SECTION: GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT,
HILLSBOROUGH COUNTY

SURVEYOR'S CERTIFICATE

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; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES; AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MARKS HAVE BEEN SET IN THE FIELD; THAT THE PERMANENT REFERENCE MARKS SHOWN HEREON, AND THE PERMANENT CONTROL POINTS (PCPS) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

THIS _____ DAY OF _____, 2022

TROY D. BISHMAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. L55668
BISHMAN SURVEYING AND MAPPING
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
CERTIFICATE OF AUTHORIZATION LB7274

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 20 EAST, BEING N89°53'51"E PER FLORIDA WEST STATE PLANE COORDINATE SYSTEM (NAD83)(2011).
2. COORDINATES SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT BEING A SURVEY MARK SET IN CONCRETE STAMPED "TMONOTOSASSA", BEING THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 20 EAST, BEING NAD83(2011). THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DOCUMENTATION OF THE SUBDIVISION DESCRIBED HEREIN AND SHALL BE IN NO MANNER BE SUBJECT TO ANY MODIFICATION, ALTERATION, OR CHANGE IN 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.
4. SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION, TELEPHONE, POWER, GAS, WATER, AND OTHER UTILITIES. THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION, TELEPHONE, POWER, GAS, WATER, AND OTHER UTILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER, ITS SUCCESSORS AND/OR ASSIGNS.
6. PRAIRIE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, SEWERS, PRIVATEWAYS, DRIVEWAYS, DRIVEWAYS, 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 POUNDS AS REQUIRED BY THE LAND DEVELOPMENT CODE.
7. THIS SUBDIVISION CONTAINS EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.

PLAT BOOK _____ PAGE _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS IN FEE SIMPLE OF THE HEREON DESCRIBED LANDS, DOES HEREBY DEDICATE THIS PLAT OF HERITAGE ESTATES PHASE 1 FOR RECORD. FURTHER, THE OWNERS DO HEREBY DEDICATE TO THE PUBLIC EASEMENTS, INCLUDING BUT NOT LIMITED TO, UTILITY EASEMENTS, PEDESTRIAN ACCESS EASEMENTS, AND EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION, TELEPHONE, POWER, GAS, WATER, AND OTHER UTILITIES. THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

1. FEE INTEREST IN TRACTS D AND F IS HEREBY RESERVED BY CECILE B. JAMES TRUST FOR THE RIGHT OF WAY PURPOSES AND WILL BE PRIVATELY MAINTAINED BY THE OWNER, ITS SUCCESSORS AND/OR ASSIGNS.
2. FEE INTEREST IN TRACTS B, C-1 AND C-2 IS HEREBY RESERVED BY GRACELAND VILLAGE, LLC FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, OR OTHER CUSTODIAL, AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.
3. FEE INTEREST IN TRACT E IS HEREBY RESERVED BY GRACELAND VILLAGE, LLC AND WILL BE PRIVATELY MAINTAINED BY THE OWNER, ITS SUCCESSORS AND/OR ASSIGNS.
4. PRIVATE SIGN EASEMENT, PRIVATE FENCE EASEMENT AND PRIVATE PRAIRIE EASEMENTS ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO THE 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.
5. THE MAINTENANCE OF THE PRIVATE EASEMENTS RESERVED BY OWNER WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND ITS SUCCESSORS IN TITLE.
6. THE UNDERSIGNED ALSO HEREBY CONTRIBUTES THE LIMITS OF THE PUBLIC RIGHT OF WAY AS SHOWN HEREON.

OWNER: GRACELAND VILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: ROWLAND A. JUNE, II, MANAGER

WITNESS _____

PRINT _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____, 2022, BY ROWLAND A. JUNE, II, OF THE NOTARIZATION, THIS LLC, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXERCISED SAID INSTRUMENT AS MANAGER OF SAID GRACELAND VILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION AND DID TAKE AND OATH.

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME _____

OWNER: CECILE B. JAMES TRUST

BY: CECILE B. JAMES, TRUSTEE

WITNESS _____

PRINT _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____, 2022, BY CECILE B. JAMES, TRUSTEE, OF THE NOTARIZATION, THIS TRUST, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS TRUSTEE OF SAID CECILE B. JAMES TRUST. HE IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION AND DID TAKE AND OATH.

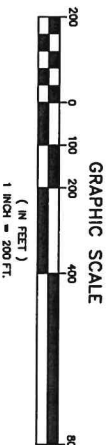
NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME _____

HERITAGE ESTATES PHASE 1 LYING IN SECTIONS 15, 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

BOUNDARY AND KEY SHEET

LINE #	DIRECTION	LENGTH
L1	N00°03'57"W	76.55'
L2	N01°38'48"W	109.12'
L3	N00°22'16"W	104.92'
L4	N00°00'43"E	106.99'
L5	N00°07'39"W	95.05'
L6	N00°47'37"W	97.97'
L7	N00°44'14"E	89.34'
L8	N00°35'18"W	93.54'
L9	N00°24'13"W	91.24'
L10	N00°11'49"E	89.38'
L11	N00°09'24"W	98.97'
L12	N00°15'54"W	93.58'
L13	N00°07'00"W	100.44'
L14	N00°08'22"E	94.63'
L15	N00°47'37"W	92.40'
L16	N00°06'11"W	89.17'
L17	N00°21'02"W	93.14'
L18	N00°15'55"W	96.00'
L19	N00°43'04"W	97.38'
L20	N00°04'22"W	93.47'
L21	N02°02'55"W	90.00'
L22	N00°19'40"E	162.04'
L23	N00°22'02"E	98.51'
L24	N00°01'08"E	107.77'
L25	N01°05'51"W	78.44'
L26	N00°13'16"E	103.77'
L27	N00°10'00"W	99.63'
L28	N00°23'09"W	123.54'
L29	N00°00'28"E	110.89'
L30	N00°36'50"W	106.53'



LEGEND

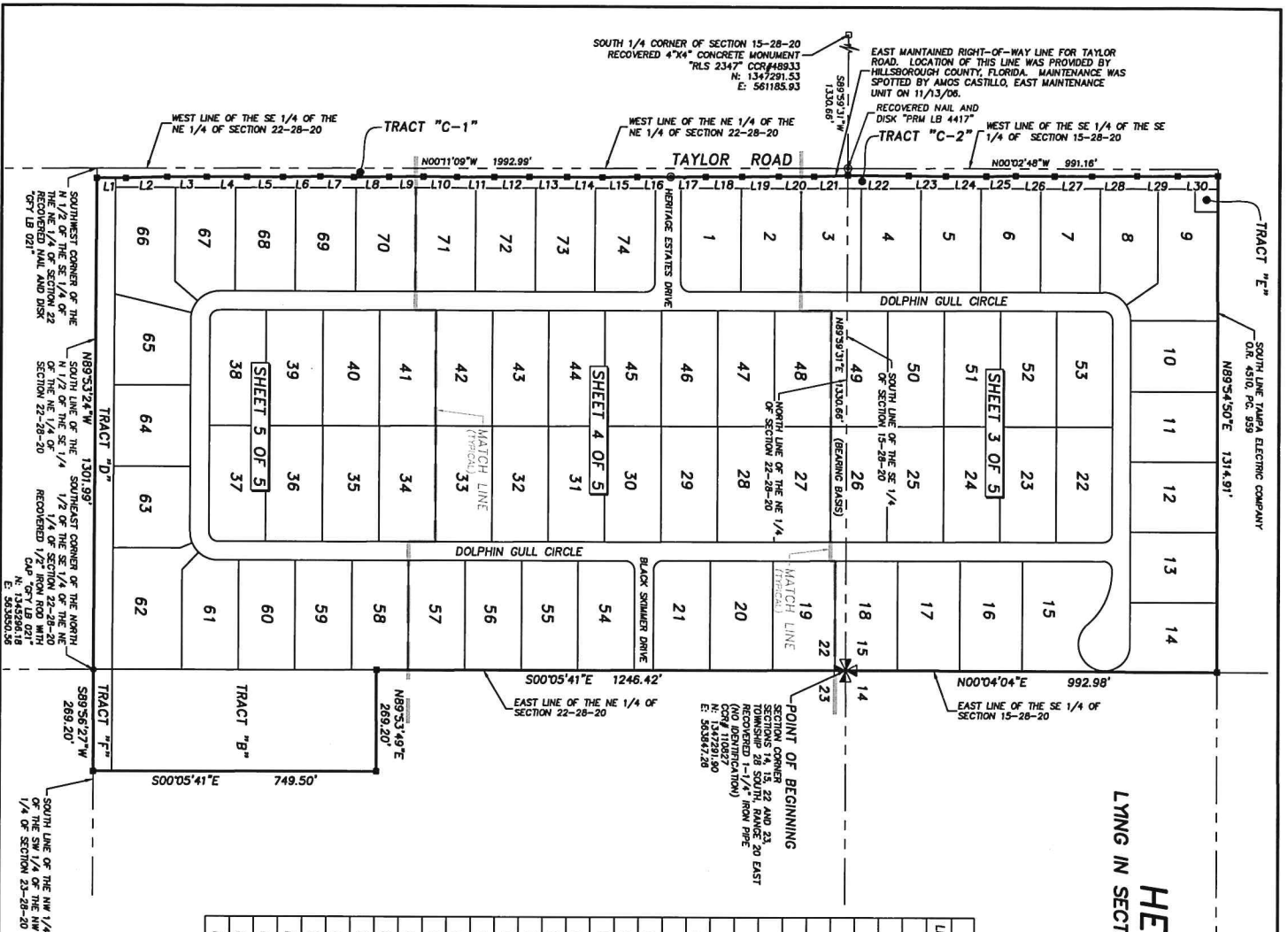
- NR NOT RADIAL
- NT NOT TANGENT
- OA OVERALL
- PC POINT OF CURVATURE
- PI POINT OF INTERSECTION
- PT POINT ON LINE
- R POINT OF TANGENCY
- R RADIAL POINT
- PSM PROFESSIONAL SURVEYOR
- LB AND MAPPER
- OB LICENSED BUSINESS
- PC PAGE
- UE UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- FE FENCE EASEMENT
- TP TYPICAL

■ DENOTES SET (P) PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "TRIM LB 7274", UNLESS NOTED OTHERWISE.
 ● DENOTES SET (P) PERMANENT REFERENCE POINT, A NAIL AND DISK STAMPED "TRIM LB 7274", UNLESS NOTED OTHERWISE.



CERTIFICATE OF AUTHORIZATION
LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

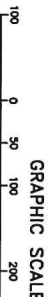
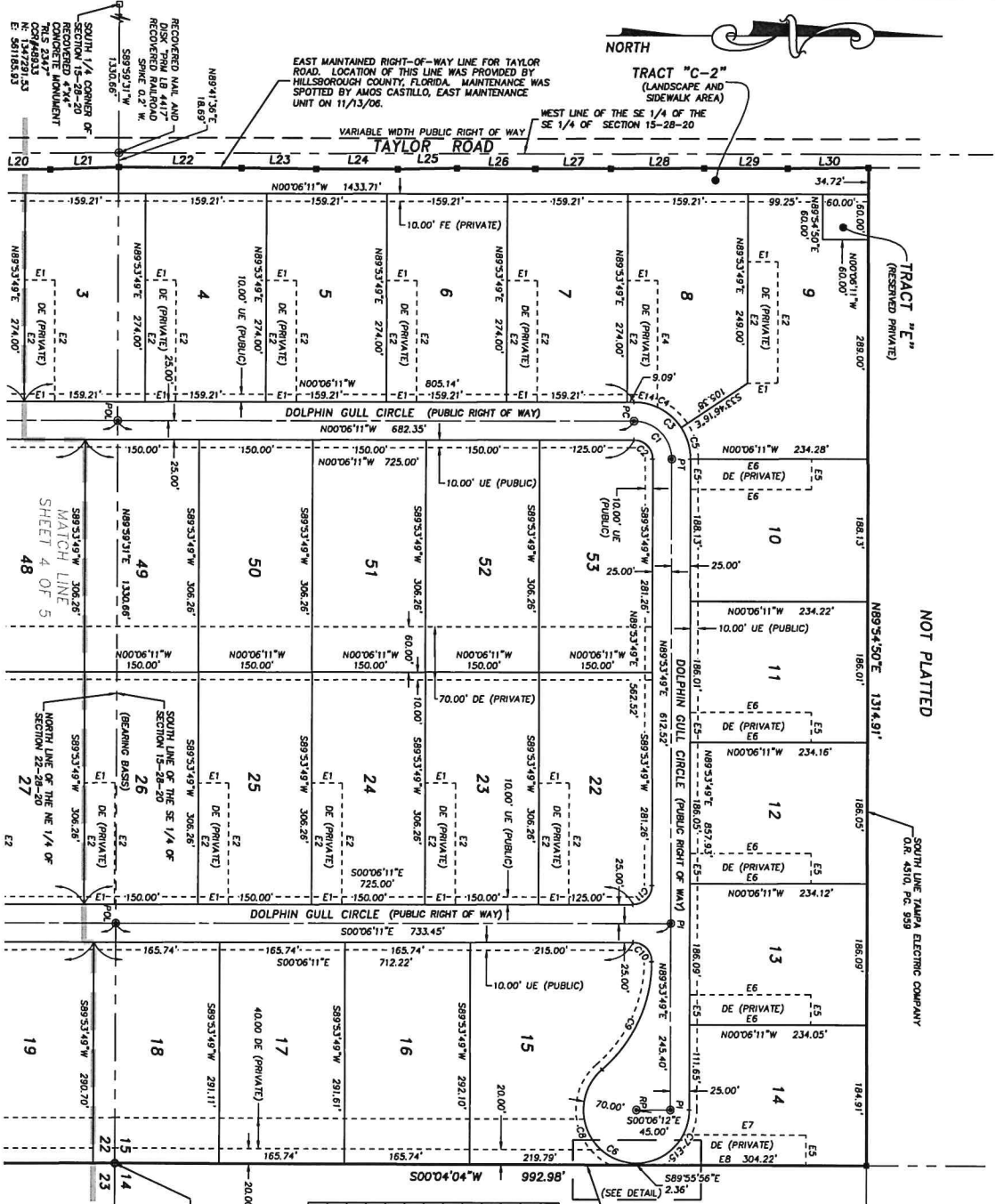


HERITAGE ESTATES PHASE 1

LYING IN SECTIONS 15, 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

PAGE



NOTE: REFERENCE LEGEND ON SHEET 2 OF 5



301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

CERTIFICATE OF AUTHORIZATION
LB 7274

LOT CURVE TABLE

CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD
C1	90°00'00"	30.00'	S44°33'49"W	70.71'
C2	90°00'00"	25.00'	S44°33'49"W	55.36'
C3	90°00'00"	75.00'	S44°33'49"W	106.07'
C4	56°19'55"	75.00'	S28°03'46"W	70.80'
C5	33°40'05"	75.00'	S73°03'46"W	43.44'
C6	229°25'19"	70.00'	N4°36'28"E	127.18'
C7	80°10'16"	70.00'	N45°01'04"W	99.14'
C8	139°15'03"	70.00'	N69°41'26"E	131.24'
C9	49°21'35"	187.50'	N65°21'40"W	156.58'
C10	80°10'43"	25.00'	S44°55'40"W	35.37'
C11	90°00'00"	25.00'	N45°06'11"W	55.36'

LOT LINE TABLE

LINE #	DIRECTION	LENGTH
L20	N00°04'22"W	93.47'
L21	N02°12'55"W	90.00'
L22	N00°19'40"E	182.04'
L23	N00°22'02"E	98.51'
L24	N00°01'08"E	107.77'
L25	N01°05'51"W	78.44'
L26	N00°13'16"E	103.77'
L27	N00°10'00"W	98.83'
L28	N00°23'09"W	123.54'
L29	N00°00'28"E	110.89'
L30	N00°08'50"W	168.35'

EASEMENT CURVE TABLE

LINE #	DIRECTION	LENGTH
E1	N00°06'11"W	45.00'
E2	N69°53'49"E	160.00'
E3	N69°53'49"E	168.67'
E4	N69°53'49"E	40.00'
E5	S00°00'11"E	160.00'
E6	S00°00'11"E	162.19'
E7	S00°04'04"W	224.35'

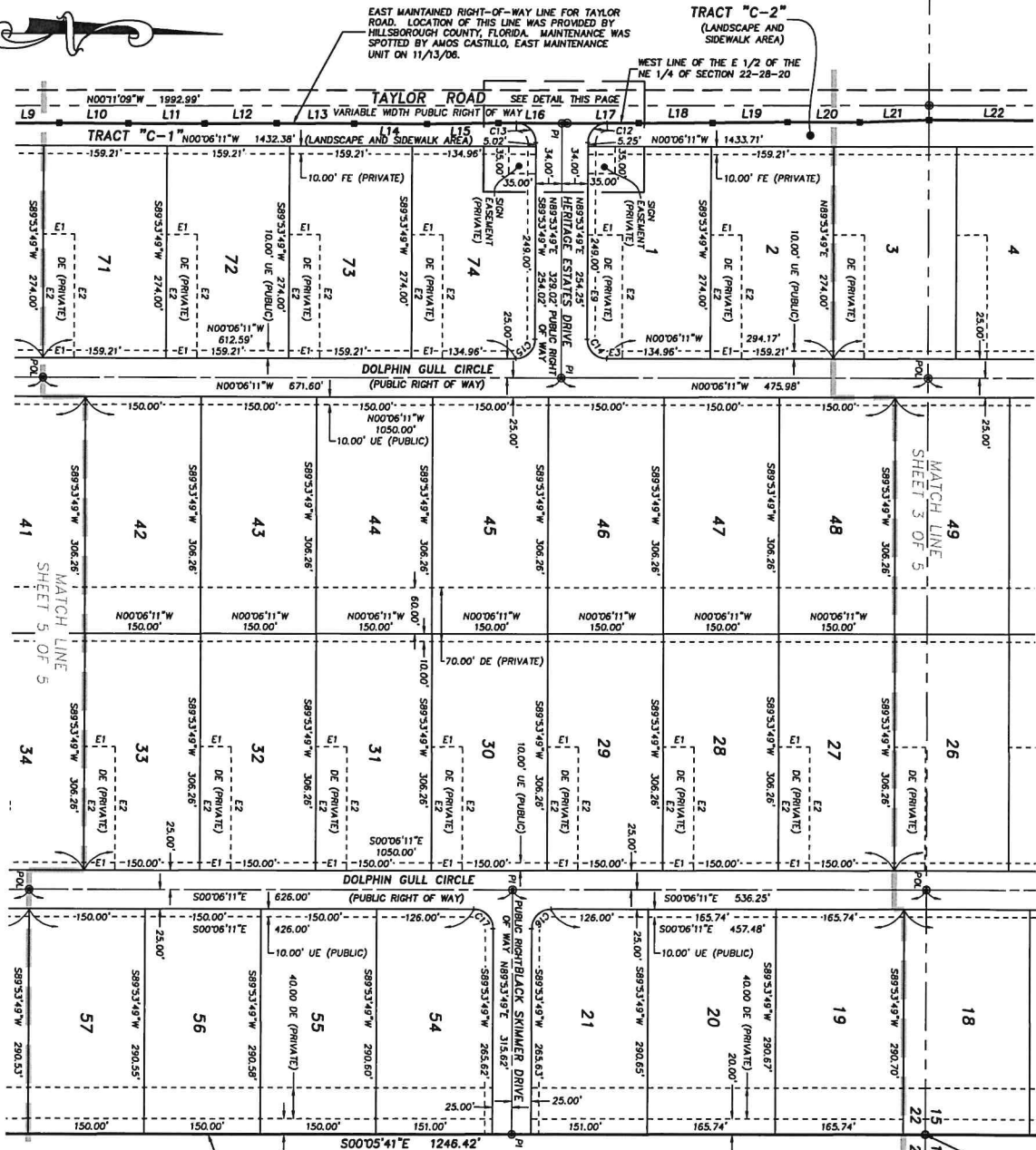
POINT OF BEGINNING
SECTION CORNER 22 AND 23,
TOWNSHIP 28 SOUTH,
RANGE 20 EAST
RECOVERED 1-1/4" IRON PIPE
COR. 108822.80
N 134°23'28.80
E 583947.28

HERITAGE ESTATES PHASE 1

LYING IN SECTIONS 15, 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

PAGE



POINT OF BEGINNING
SECTION CORNER 22 AND 23
TOWNSHIP 28 SOUTH
RANGE 20 EAST
RECORDED 1-1/4" FROM PIPE
CORN 110827
N 1347291.50
E 350871.28

LOT CURVE TABLE

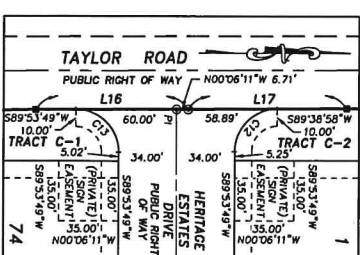
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C12	88.4310°	23.00'	39.16'	S43°13'06"E	33.68'
C13	90°00'00"	23.00'	39.27'	S44°33'49"W	33.36'
C14	90°00'00"	23.00'	39.27'	S44°33'49"E	33.36'
C15	90°00'00"	23.00'	39.27'	N45°06'11"W	33.36'
C16	90°00'00"	23.00'	39.27'	S45°06'11"E	33.36'
C17	90°00'00"	23.00'	39.27'	S44°33'49"W	33.36'

EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH
E1	N00°06'11"W	45.00'
E2	N89°53'49"E	180.00'
E3	N00°06'11"W	20.00'
E9	N89°53'49"E	135.00'

LOT LINE TABLE

LINE #	DIRECTION	LENGTH
L9	N00°04'31"W	91.24'
L10	N00°11'49"E	89.38'
L11	N00°09'24"W	98.97'
L12	N00°35'41"W	93.58'
L13	N00°07'00"W	100.44'
L14	N00°08'22"E	94.63'
L15	N00°27'37"W	92.40'
L16	N00°06'11"W	89.17'
L17	N00°21'02"W	83.14'
L18	N00°35'45"W	88.00'
L19	N00°34'04"W	97.38'
L20	N00°04'32"W	93.47'



GRAPHIC SCALE
(IN FEET)
1 INCH = 100 FT.

NOTE: REFERENCE LEGEND ON SHEET 2 OF 5



CERTIFICATE OF AUTHORIZATION
LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 33470
Phone No. 407.905.8877
PAGE 4 OF 5

HERITAGE ESTATES PHASE 1

LYING IN SECTIONS 15, 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

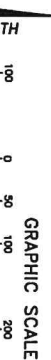
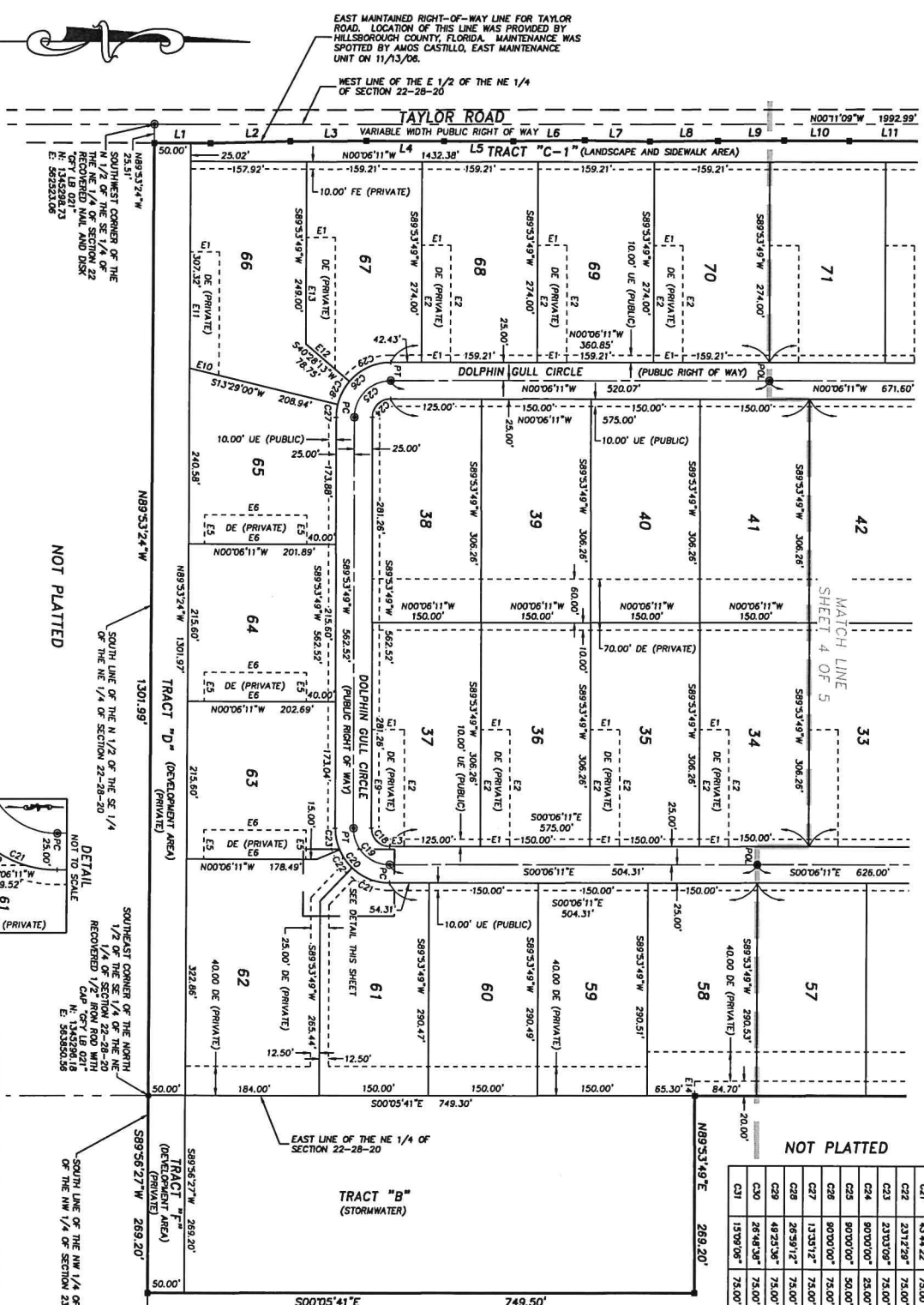
PLAT BOOK

PAGE

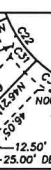
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD
C18	90°00'00"	25.00'	N44°53'49"E	35.36'
C19	90°00'00"	50.00'	N44°53'49"E	70.71'
C20	90°00'00"	75.00'	N44°53'49"E	106.07'
C21	43°44'32"	75.00'	N21°48'00"E	55.87'
C22	23°12'29"	75.00'	N53°14'25"E	30.17'
C23	23°33'09"	75.00'	N78°22'14"E	30.17'
C24	90°00'00"	25.00'	S45°08'11"E	35.36'
C25	90°00'00"	50.00'	S45°08'11"E	70.71'
C26	90°00'00"	75.00'	S45°08'11"E	106.07'
C27	133°51'2"	75.00'	S83°18'36"E	171.4'
C28	26°59'12"	75.00'	S83°01'23"E	35.00'
C29	48°23'36"	75.00'	S24°48'59"E	82.71'
C30	26°48'36"	75.00'	N00°13'52"E	34.78'
C31	15°09'06"	75.00'	N51°24'44"E	19.78'

LINE #	DIRECTION	LENGTH
L1	N00°03'57"W	78.55'
L2	N01°38'48"W	109.12'
L3	N00°22'16"W	104.92'
L4	N00°00'43"E	106.99'
L5	N00°07'38"W	85.05'
L6	N00°41'37"W	97.97'
L7	N00°44'44"E	89.34'
L8	N00°33'16"W	83.54'
L9	N00°24'13"W	91.24'

LINE #	DIRECTION	LENGTH
E1	N00°06'11"W	45.00'
E2	N89°53'49"E	160.00'
E3	S13°30'00"W	41.11'
E4	N89°53'49"E	156.86'
E5	S42°08'13"W	52.66'
E6	S89°53'49"W	145.72'
E7	N89°54'19"E	20.00'



NOTE: REFERENCE LEGEND ON SHEET 2 OF 5



301 N. TUBB STREET, SUITE 106
DAKLAND, FL 34760
Phone No. 407.503.8877



Certificate of School Concurrency

Project Name	Graceland Village
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5440
HCPS Project ID Number	SC-753
Parcel / Folio Number(s)	0607890000, 0617330000, 0617350000, 0617860000, 0617890000, 0617900000, 0617910000, 0606670000
Project Location	East side of Taylor Road approximately 2.5 miles north of I-4
Dwelling Units & Type	94 Single-Family Detached
Applicant	Cecile B. James and John W. James Jr.

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	19	9	13		41

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.

Matthew Pleasant

Matthew Pleasant
 Department Manager, Planning & Siting
 Growth Management Department
 E: matthew.pleasant@hcps.net
 P: 813.272.4000

September 15, 2020
 Date Issued