

**SUBJECT:** Cedarbrook Phases 4 & 5 fka Belmond Reserve Phase 4 & 5 **PI#4999**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** November 3, 2022  
**CONTACT:** Lee Ann Kennedy

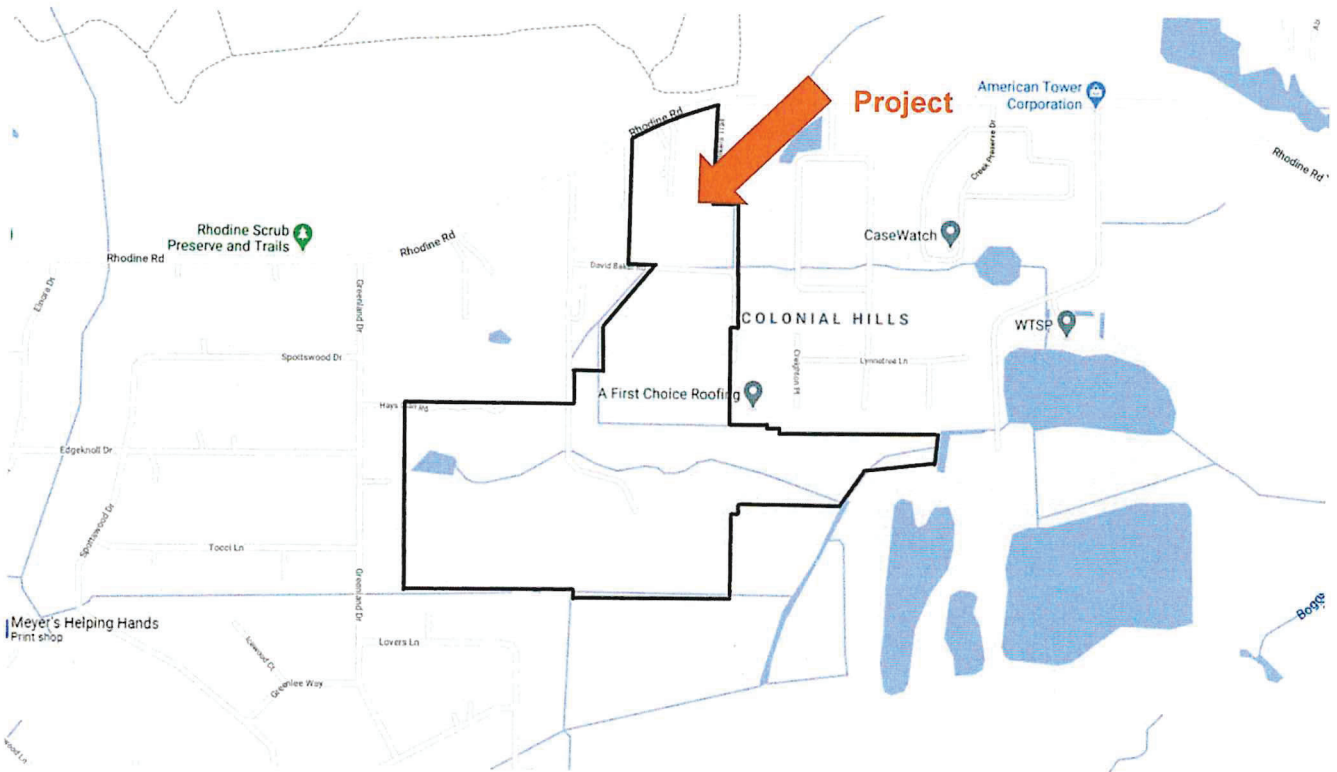
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**RECOMMENDATION:**

Accept the plat for recording for Cedarbrook Phases 4 & 5 fka Belmond Reserve Phase 4 & 5, located in Section 35, Township 30, and Range 20. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$1,750.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On May 27, 2022, Permission to Construct Prior to Platting was issued for Cedarbrook Phases 4 & 5 fka Belmond Reserve Phase 4 & 5. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Pulte Company, LLC and the engineer is LevelUp Consulting, LLC.



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
Pulte Home Company, LLC \_\_\_\_\_, hereinafter referred to as the "Subdivider" and  
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

## Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Cedarbrook Phases 4 and 5 \_\_\_\_\_ (hereafter referred to as the "Subdivision"); and

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

**WHEREAS**, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider agrees to install the aforementioned lot corners in the platted area.

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within twenty-four \_\_\_\_\_ (24 \_\_\_\_\_) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 30172592 \_\_\_\_\_ dated, \_\_\_\_\_ September 16, 2022 \_\_\_\_\_ with \_\_\_\_\_ Pulte Home Company, LLC \_\_\_\_\_ as Principal, and \_\_\_\_\_ The Continental Insurance Company \_\_\_\_\_ as Surety, or
  - c. Escrow ageement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.


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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

  
Witness Signature

Brady Lefern  
Printed Name of Witness

  
Witness Signature

Zachary Weiner  
Printed Name of Witness

Subdivider:

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

RAY APOUSE  
Name (typed, printed or stamped)

Director of Land Development  
Title

2662 S. Falkenberg Rd.  
Address of Signer Tamarac, FL 33578

(813) 335-5803  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

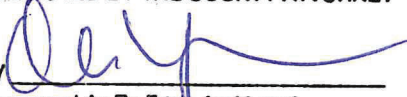
CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

19 day of September, 2022, by Ray Aponte as  
(day) (month) (year) (name of person acknowledging)

Director of Land Development for PLUE Home company, LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

(Notary Seal)



Katarina Diggs  
(Signature of Notary Public - State of Florida)

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

HH 114248  
(Commission Number)

4/6/25  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

(Notary Seal)

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

**SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we Pulte Home Company, LLC

\_\_\_\_\_ called the Principal, and The Continental Insurance Company

\_\_\_\_\_ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of \_\_\_\_\_ ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$ 1750.00 ) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Cedarbrook Phases 4 and 5 are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

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



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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Cedarbrook Phases 4 and 5 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 3, 2024.

SIGNED, SEALED AND DATED this 16th day of September, 2022.

ATTEST:

Pulte Home Company, LLC

**SEE ATTACHED**

BY:

PRINCIPAL

(SEAL)

The Continental Insurance Company

SURETY

(SEAL)

ATTEST:

Kelly A. Gardner  
Kelly A. Gardner

James I. Moore  
ATTORNEY-IN-FACT (SEAL)  
James I. Moore, FL License #A183300

APPROVED BY THE COUNTY ATTORNEY

BY:

[Signature]  
Approved As To Form And Legal  
Sufficiency.

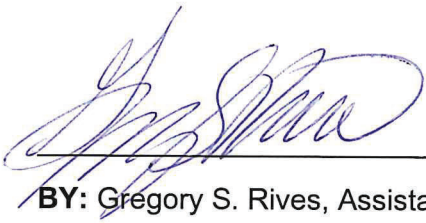


executed this 16<sup>th</sup> day of September, 2022.

Pulte Home Company, LLC

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PRINCIPAL

A handwritten signature in blue ink, appearing to read "Gregory S. Rives", is written over a horizontal line.

**BY:** Gregory S. Rives, Assistant Treasurer

Notary Attached

**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

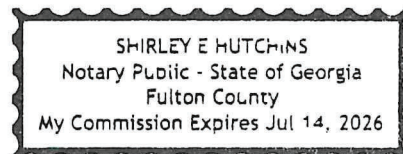
**) ss.**

**COUNTY OF FULTON)**

This record was acknowledged before me on September 16<sup>th</sup>, 2022,  
appeared Gregory S. Pives as Assistant Treasurer of  
Poite Home Company, LLC, who provided to me on the basis of  
satisfactory evidence to be the person who appeared before me and is personally  
known to me.

WITNESS my hand official seal.

  
Signature of Notary Public



*Shirley E. Hutchins*  
*Notary Public State of Georgia*  
*My Commission Expires: July 14, 2026*

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



The Continental Insurance Company

  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; 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 insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026



M. Bent

Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 16th day of September, 2022



The Continental Insurance Company

  
D. Johnson Assistant Secretary

Form F6850-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## **Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



STATE OF ILLINOIS     }  
COUNTY OF DU PAGE}

On September 16, 2022, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires November 19, 2023

Alexa Costello

Alexa Costello, Notary Public  
Commission No. 904586



# Cedarbrook Phases 4 and 5

## Performance Bond Calculation

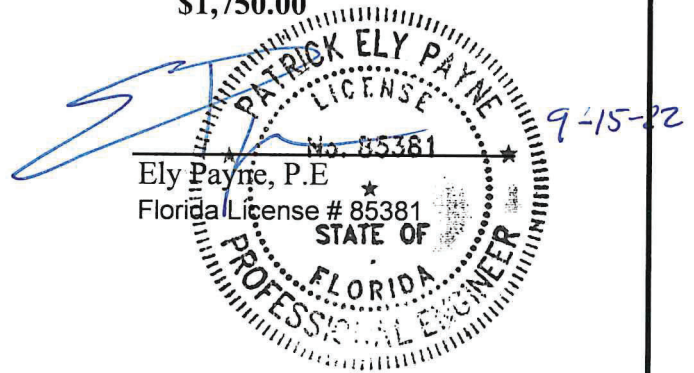
Construction costs for setting Lot Corners

### SUMMARY

Lot Corners	\$1,400.00
<b>Total</b>	<b>\$1,400.00</b>

Performance Bond Amount (125% of total)

\$1,750.00



Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$1,400.00	\$1,400.00
			TOTAL =	\$1,400.00

# CEDARBROOK PHASES 4 AND 5

A REPLAT OF PARCELS 401, 402, 404, 405, AND 406 OF BELMOND RESERVE PHASE 1, AS RECORDED IN PLAT BOOK 140, PAGE 198, LYING IN SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 1 OF 4 SHEETS

## CEDARBROOK PHASES 4 AND 5

DESCRIPTION: PARCELS 401 and 402, BELMOND RESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 140, Page 198, lying in Section 35, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the Northwest corner of LOT 17, per deed of said BELMOND RESERVE PHASE 1, run thence along the East boundary of said LOT 103, per said plat of BELMOND RESERVE PHASE 1, a distance of 100.00 feet to the Southeast corner of said LOT 103, per said plat of BELMOND RESERVE PHASE 1, thence along said boundary of way line of RHODNE ROAD, per said plat of BELMOND RESERVE PHASE 1, thence along said boundary of way line of RHODNE ROAD, Northernly, 91.97 feet along the arc of a non-tangent curve to the right having a radius of 64.64 feet and a central angle of 0.25102° (about bearing N61°50'38"E, 91.96 feet) to the Northwest corner of said LOT 17, per said plat of BELMOND RESERVE PHASE 1, thence along the West boundary of said LOT 17, S.24°32'16"E, a distance of 135.11 feet to the Southeast corner of said LOT 7, S.24°32'16"E, a distance of 100.00 feet and a central angle of 0.25102° (about bearing S17°50'03"W, 60.53 feet) to the Southeast corner of said LOT 17, thence along the North boundary of said LOT 17, N.89°41'57"W, a distance of 120.00 feet to the POINT OF BEGINNING.

Containing 1.771 acres, more or less:

### TOGETHER WITH:

DESCRIPTION: PARCEL 404, BELMOND RESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 140, Page 198, lying in Section 35, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the Northwest corner of LOT 26, per deed of said BELMOND RESERVE PHASE 1, run thence along the West boundary of said LOT 26, S.00°49'32"E, a distance of 120.00 feet to the Southeast corner of said LOT 26, S.00°49'32"E, a distance of 120.00 feet to the Southeast corner of PARCEL 413, per said plat of BELMOND RESERVE PHASE 1, thence along the East boundary of said PARCEL 413, N.00°49'32"E, a distance of 120.00 feet to the Northwest corner thereof, thence along the South right of way line of DAVID BAKER ROAD, per said plat of BELMOND RESERVE PHASE 1, S.89°10'28"E, a distance of 120.00 feet to the POINT OF BEGINNING.

Containing 0.331 acres, more or less:

### TOGETHER WITH:

DESCRIPTION: PARCEL 405, BELMOND RESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 140, Page 198, lying in Section 35, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of LOT 301, per deed of said BELMOND RESERVE PHASE 1, run thence along the East boundary of said LOT 301, N.00°00'00"E, a distance of 120.00 feet to the Northwest corner thereof, thence along the South right of way line of SPACE HOLLOW AVENUE, per said plat of BELMOND RESERVE PHASE 1, S.90°00'00"E, a distance of 50.00 feet to the Southeast corner of said PARCEL 409, per said plat of BELMOND RESERVE PHASE 1, thence along the West boundary of said PARCEL 409, N.00°00'00"E, a distance of 120.00 feet to the Southeast corner thereof, thence along the North right of way line of SPACE HOLLOW AVENUE, per deed of said BELMOND RESERVE PHASE 1, N.90°00'00"W, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 0.138 acres, more or less:

### TOGETHER WITH:

DESCRIPTION: PARCEL 406, BELMOND RESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 140, Page 198, lying in Section 35, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of LOT 305, per deed of said BELMOND RESERVE PHASE 1, run thence along the East boundary of said LOT 305, N.00°00'00"E, a distance of 120.00 feet to the Northwest corner thereof, thence along the South right of way line of SPACE HOLLOW AVENUE, per said plat of BELMOND RESERVE PHASE 1, S.90°00'00"E, a distance of 50.00 feet to the Southeast corner of said PARCEL 410, per said plat of BELMOND RESERVE PHASE 1, thence along the West boundary of said PARCEL 410, S.00°00'00"E, a distance of 120.00 feet to the Southwest corner thereof, thence along the North right of way line of SPACE HOLLOW AVENUE, per deed of said BELMOND RESERVE PHASE 1, N.90°00'00"W, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 0.275 acres, more or less:

Containing a total net coverage of 2.455 acres, more or less.

## SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLETS WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; AND THAT PERMANENT REFERENCE MARKS (PERMANENT) WERE SET ON THE 16th DAY OF JUNE, 2022, AS SHOWN HEREON, AND THAT STAKEOUT REQUIREMENTS (70°-3) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

DAVID A. WILLIAMS, (LICENSE NO. 156423)  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
GEOPoint SURVEYING, INC.  
213 HOBBS STREET, TAMPA, FL 33619  
LICENSED BUSINESS NUMBER LB 7768

## PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.04(1) 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

## CLERK OF THE CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART 1 OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: \_\_\_\_\_  
CLERK OF CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, TIME \_\_\_\_\_  
CLERK FILE NUMBER \_\_\_\_\_

## BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

## DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATED HEREIN DOES HEREBY DEDICATE THIS PLAT OF LAND TO THE PUBLIC USE OF THE STATE OF FLORIDA, AND THE PUBLIC USE OF THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS:  
OWNER DOES FURTHER DEDICATE TO THE PUBLIC IN GENERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THEREOF.  
PUBLIC DAMAGE EASEMENT IS HEREBY DEDICATED TO HILLSBOROUGH COUNTY FOR THE BENEFIT OF THE PUBLIC.

OWNER, PLTITE HOME, LLC A MICHIGAN LIMITED LIABILITY COMPANY

BY: JEFFREY DEASON, VICE PRESIDENT

WITNESS \_\_\_\_\_  
PRINT \_\_\_\_\_

## ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, PERSONALLY APPEARED JEFFREY DEASON, AS VICE PRESIDENT OF PLTITE HOME COMPANY, LLC A MICHIGAN LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

## NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION NO.: \_\_\_\_\_ EXPIRES: \_\_\_\_\_



213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurveying.com  
Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7768



ON THE  
HILLSBOROUGH COUNTY, FLORIDA  
A REPLAT OF PARCELS 401, 402, 404, 405, AND 406 OF BELMONT RESERVE PHASE 1, AS RECORDED IN PLAT BOOK 140, PAGE 189, LYING IN SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SECTIONS 1 AND 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST,

**SHEET 2 OF 4 SHEETS**

1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANS COORDINATE SYSTEM NAD83 DATUM (2011 ADJUSTMENT). BEING THE EAST BOUNDARY OF TRACT 103 OF BELMONT RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, PAGE 198, HAVING A BEARING OF N.00°18'03"E.

4) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM. THE BASIS OF GRID BEARINGS IS THE LONGMAN T-WET GPS NORTH AMERICAN DATUM 1983 OF 1983 (NATIONAL SPATIAL REFERENCE SYSTEM 2011 ADJUSTMENT) AND VERIFIED THROUGH NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL STATIONS "DIXON" THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.

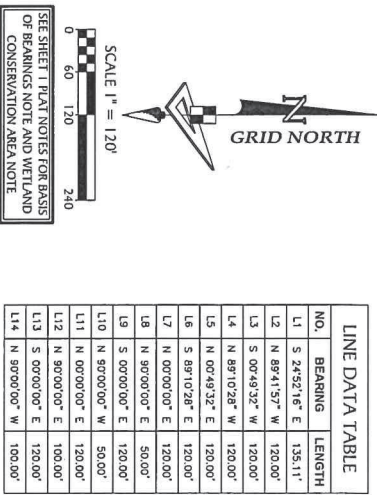
6) DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, FENCES, SPRINKLER SYSTEMS, TREES, HEDGES, AND LANDSCAPING PLANTS OTHER THAN SHRUBS, GRASS, EXCEPT FOR STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THEN DEVELOPMENT CODE.

DECLARATION OF CONSENT TO JURISDICTION OF THE  
BELMONT RESERVE COMMUNITY DEVELOPMENT  
DISTRICT, IMPOSITION OF SPECIAL ASSESSMENTS, AND  
IMPOSITION OF LIEN OF RECORD RECORDED IN  
INSTRUMENT # 2020-0425305, OF THE PUBLIC RECORDS  
OF HILLSBOROUGH COUNTY, FLORIDA.

DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN RHODINE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND PULTE HOME COMPANY, LLC A MICHIGAN LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2022332471 AND RE-RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2022350095.

- Found 4"x4" Concrete Monument LB7001
- Set (P.R.M.), Permanent Reference
- Monument - 4"x4" Concrete Monument
- LB7768, unless otherwise noted.
- Set 1/2" Iron Rod LB7768
- ---- Set (P.C.P.), Permanent Control Point LB7768

TP----	Typical
O/A----	Overall
NR----	Non-radial line
PUE----	Public Utility Easement
PDE----	Public Drainage Easement
PDE----	Public Drainage and Access Easement
PDE----	Private Drainage Easement
PDE----	Private Records Book
PDE----	Page
P.R.B.	Private Records Book
CP.C.	Environmental Protection Commission
CCR	Certified Corner Record



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 24°52'16" E	135.11'
L2	N 89°41'57" W	138.11'
L3	S 00°49'32" W	120.00'
L4	N 89°10'28" W	120.00'
L5	N 00°49'32" E	120.00'
L6	S 89°10'28" E	120.00'
L7	N 00°00'00" E	120.00'
L8	N 90°00'00" E	50.00'
L9	S 00°00'00" E	120.00'
L10	N 90°00'00" W	50.00'
L11	N 00°00'00" W	120.00'
L12	N 90°00'00" E	100.00'
L13	S 00°00'00" E	120.00'
L14	N 90°00'00" W	100.00'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1848.66'	2.51°02'	91.97'	91.86'	N 61°50'38" E
C2	100.00'	35°13'59"	61.49'	60.53'	S 17°55'03" W

**PARALLEL OFFSET DIMENSION NOTE:**

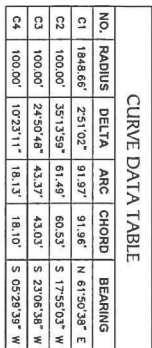
NOTE: EASMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.000') (IE: 7.5' = 7.500')

213 Hobbs Street  
Tampa, Florida 33619  
www.geopolinsurvey.com  
Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7768

**GeoPoint**  
Surveying, Inc.

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 3 OF 4 SHEETS

**SHEET 3 OF 4 SHEETS**



E.P.C. ----- Environmental Protection Commission  
 CCR ----- Certified Corner Record

FOOT WITH NO GREATER OR LESSER VALUE  
(DE, ES = 5.00) (DE, ZE = 7.50)

213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7769

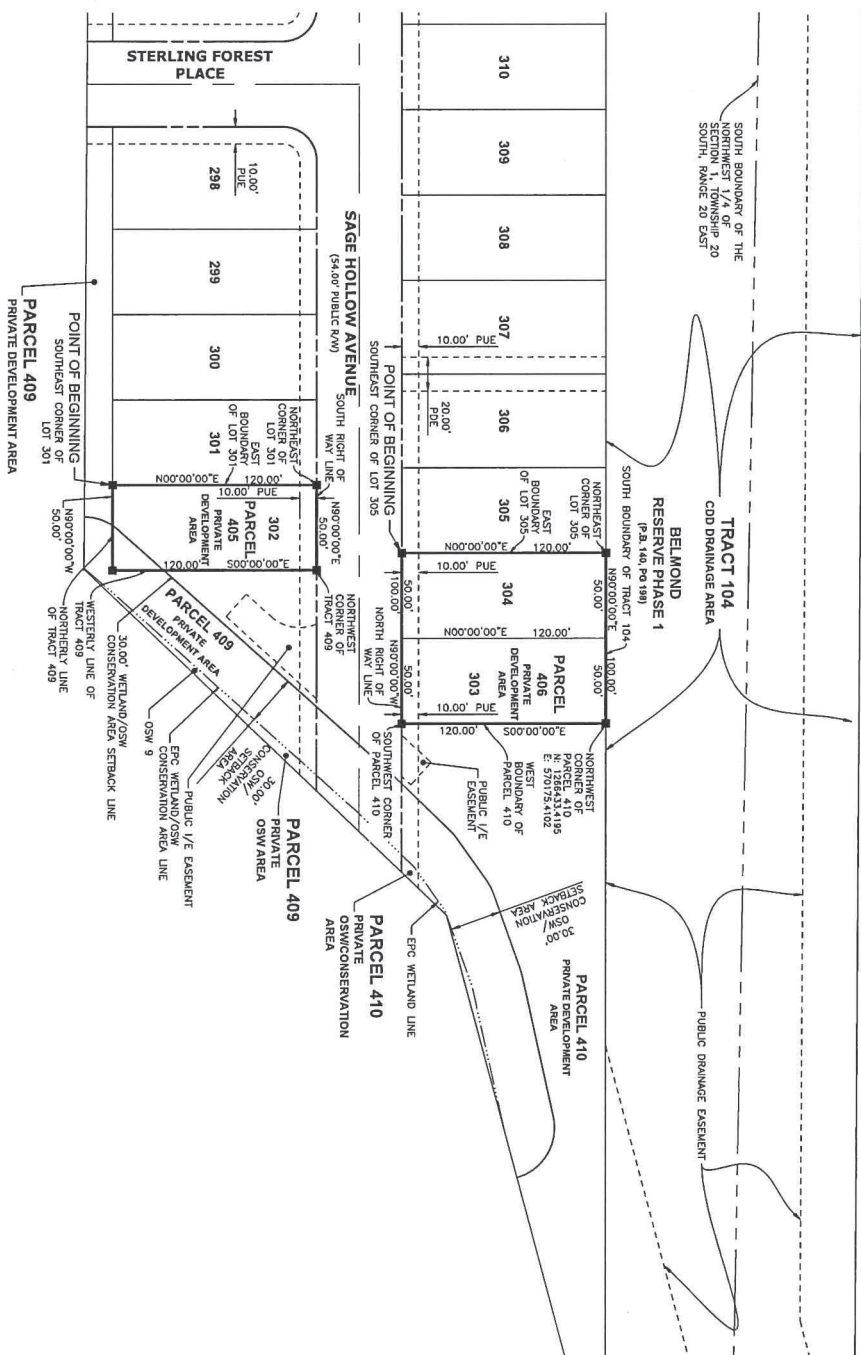


A REPLAT OF PARCELS 401, 402, 404, 405, AND 406 OF BELMONT RESERVE PHASE 1, AS RECORDED IN PLAT BOOK 140, PAGE 158, LYING IN SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SECTIONS 1 AND 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

**SHEET 4 OF 4 SHEETS**



SEE SHEET 1 PLAT NOTES FOR BASIS  
OF BEARINGS NOTE AND WETLAND  
CONSERVATION AREA NOTE



- Legend:**
- Found 4<sup>th</sup> & Concrete Monument LB7001
  - SA (P.R.A.) Permanent Reference
  - LB7686 1<sup>st</sup> & Concrete Monument
  - SA (I-27) Iron Rod LB7686
  - SA (P.C.) Permanent Control Point LB7278
  - Typical
  - N/A Not Applicable
  - NR Non-referenced line
  - P.U.E Public Utility Easement
  - P.D.E Private Donating Easement
  - PRD Private Donating Easement
  - O.R.B Official Records Book
  - E.P.C Environmental Protection Commission
  - CGR Certified Corner Record

**PARALLEL OFFSET DIMENSION NOTE**

SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED BY THE NEAREST FOOT (IE: S UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE:  $S = 5.00'$  (IE:  $7.5' = 7.50'$ )).

**NOTICE:**

The Wetland Conservation Act shall be retained pursuant to the Hillsborough County Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-445, and Hillsborough County Environmental Protection Act, Chapter 84-445, and Chapter 1-11, Rules of the Hillsborough County Environmental Protection Commission (EPC). In addition, a 30-foot wetland setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code. Pursuant to Fl. Stat. sec. 373.42(13) (2021) and Chapter 1-11 of the Rules of the EPC, wetland delineations are binding for 5 years as long as physical conditions on the property do not change so as to alter the boundaries of wetlands during that time. After the 5 years, the boundaries of a Wetland Conservation Area, are subject to review and modification by the EPC, and the 30-foot setback shall be applied to the boundaries of the Wetland Conservation Area, as revised.



Geopoint

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Fax: (813) 248-2266  
Licensed Business Number LB 7768



### Certificate of School Concurrency

<b>Project Name</b>	Belmond Phase 4
<b>Jurisdiction</b>	Hillsborough
<b>Jurisdiction Project ID Number</b>	4999
<b>HCPS Project Number</b>	780
<b>Parcel ID Number(s)</b>	77365.0606, et. al
<b>Project Location</b>	S. of Rhodine Road, approx 1.5 miles E Balm Riverview RD
<b>Dwelling Units &amp; Type</b>	SFD: 5
<b>Applicant</b>	Rhodine Holdings, LLC

### School Concurrency Analysis

<i>School Type</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>Total Capacity Reserved</i>
Students Generated	1	1	1	3

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.

Renée M. Kamen, AICP  
Manager, Growth Management Department  
Hillsborough County Public Schools  
E: renee.kamen@hcps.net  
P: 813.272.4083

**Date** 3/4/2022





### Certificate of School Concurrency

<b>Project Name</b>	Belmond Phase 5
<b>Jurisdiction</b>	Hillsborough
<b>Jurisdiction Project ID Number</b>	4999
<b>HCPS Project Number</b>	780
<b>Parcel ID Number(s)</b>	77365.0606, et. al
<b>Project Location</b>	S. of Rhodine Road, apprx 1.5 miles E Balm Riverview RD
<b>Dwelling Units &amp; Type</b>	SFD: 9
<b>Applicant</b>	Rhodine Holdings, LLC

### School Concurrency Analysis

<i>School Type</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>Total Capacity Reserved</i>
Students Generated	2	1	2	5

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.

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P: 813.272.4083

**Date** 3/4/2022

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