

**SUBJECT:** Waterset Wolf Creek Lot A1 & 30<sup>th</sup> St Ph G3 and 19<sup>th</sup> Ave NE **PI#5502**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** June 11, 2024  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

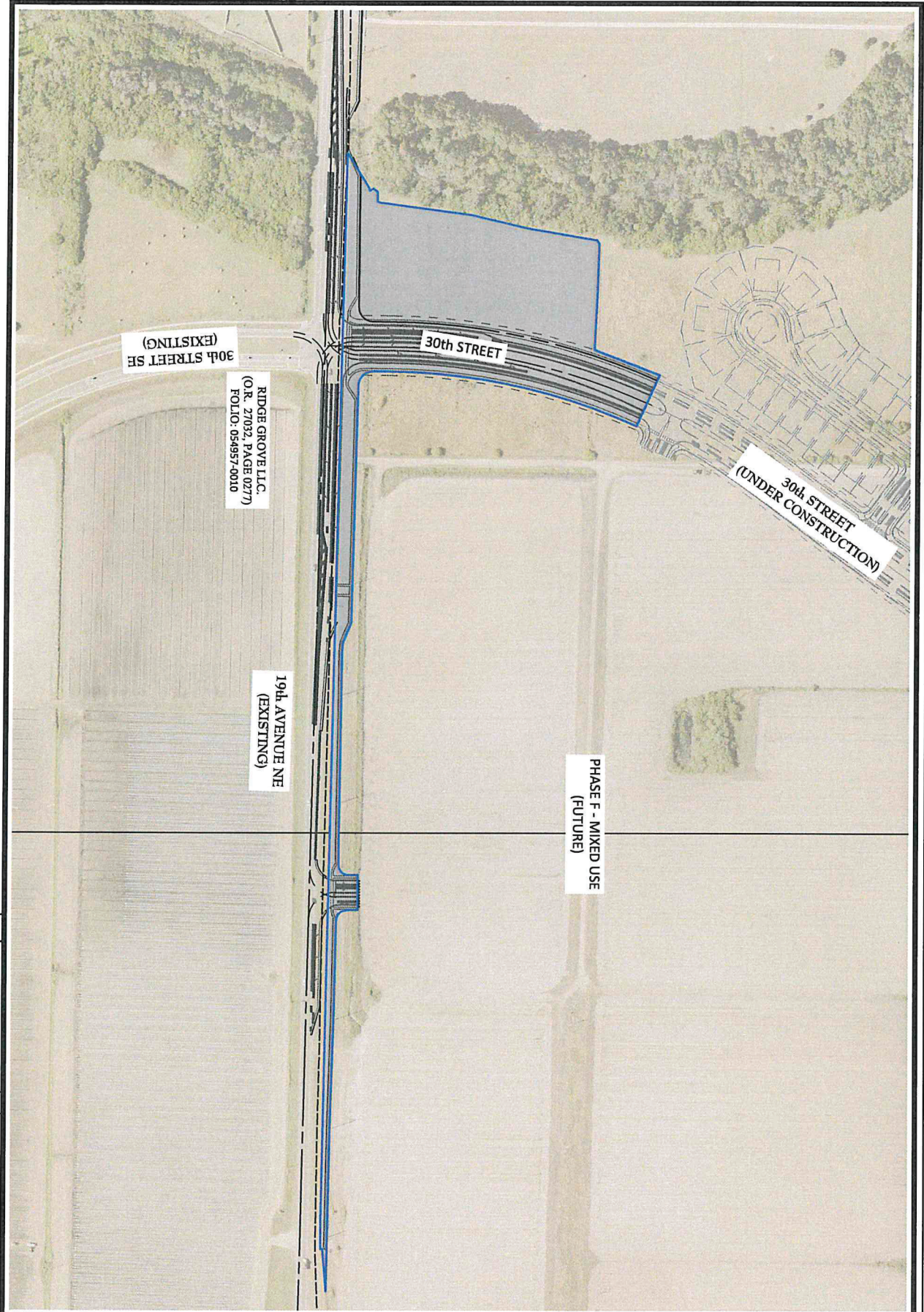
Accept the plat for recording for Waterset Wolf Creek Lot A1 & 30<sup>th</sup> St Ph G3 and 19<sup>th</sup> Ave NE, located in Section 34, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater and reclaimed water) 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 \$2,225,034.31, a Warranty Bond in the amount of \$169,816.51 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements.

School Concurrency would not apply as this plat is infrastructure only with no residential units.

**BACKGROUND:**

On April 21, 2023, Permission to Construct Prior to Platting was issued for Waterset Wolf Creek Lot A1 & 30<sup>th</sup> St Ph G3 and 19<sup>th</sup> Ave NE, after construction plan review was completed on March 29, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is NNP Southbend II, LLC and the engineer is Heidt Design.

## NNP SOUTHBEND II, LLC

[illegible]

**HEIDT**  
DESIGN

5904-A Hampton Oaks Parkway  
Tampa, FL 33610  
Phone: (813) 253-5311

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between NNP Southbend II LLC, a Delaware limited liability company 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 WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST; 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 WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST, are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

**WHEREAS**, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

**WHEREAS**, pursuant to the LDC, the Subdivider will request the County to accept from the Subdivider and/or a to-be-established community development district, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

<u>  X  </u> Roads/Streets	<u>  X  </u> Water Mains/Services	<u>  X  </u> Stormwater Drainage Systems
<u>  X  </u> Sanitary Gravity Sewer System	<u>  X  </u> Sanitary Sewer Distribution System	<u>      </u> Bridges
<u>  X  </u> Reclaimed Water Mains/Services	<u>  X  </u> Sidewalks	<u>      </u> 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 WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST Subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST 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 PB03010410014, dated 04/19/2024 with NNP – Southbend II, LLC as Principal, and Philadelphia Indemnity Insurance Company as Surety, and  
  
A Warranty Bond PB03010410015, dated 04/19/2024 with NNP – Southbend II, LLC as Principal, and Philadelphia Indemnity Insurance 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 WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST 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 12 month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany 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. Waterset South Community Development District ("District") may construct and/or pay for the costs of all or a portion of the improvements required to be constructed by the Subdivider under this Agreement, and such improvements constructed and/or paid for by the District will be conveyed by the Subdivider to the District prior to the County's acceptance thereof. In such event, the County agrees that it shall accept such improvements constructed and/or paid for by the District from the District. Nothing in this paragraph shall modify the Subdivider's obligations to construct and warranty the improvements facilities in the WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST subdivision and to provide the letters of credit, performance and warranty bonds, escrow agreements and/or cashier/certified checks as set forth in this Agreement.

14. 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.
15. 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

company

Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

Printed Name of Witness

Witness' Signature

Printed Name of Witness

**SUBDIVIDER:**

NNP Southbend II, LLC, a Delaware limited liability

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

Authorized Corporate Officer or Individual

Len Jaffe

Name (typed, printed or stamped)

Vice President

Title

3162 S. Falkenburg Road, Riverview, FL 33578

Address of Signer

813-620-3555

Phone Number of Signer

**CORPORATE SEAL (When Appropriate)**

**ATTEST:**

HILLSBOROUGH COUNTY

CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

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

Deputy Clerk

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

Chair

**APPROVED BY THE COUNTY ATTORNEY**

BY \_\_\_\_\_

Approved As To Form And Legal  
Sufficiency.

**CORPORATE ACKNOWLEDGMENT (Subdivider):**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of the company. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

Sign:  (Seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DENEEN KLENKE**  
Notary Public, State of Florida  
My Comm Expires Sep 26, 2026  
No HH 316433

**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: \_\_\_\_\_

Bond No. PB03010410014  
Premium: \$9,456 / Annually

**SUBDIVISION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we NNP-Southbend II, LLC called the Principal, and Philadelphia Indemnity Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Million Two Hundred Twenty-Five Thousand Thirty-Four and 31/100 Dollars (\$2,225,034.31) 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, roads, drainage, water, reclaimed water, wastewater and other necessary facilities in the platted area known as WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST subdivision, 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 Construction 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 WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST subdivision all roads, drainage, water, reclaimed water, wastewater and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL JULY 11, 2025.

**SIGNED, SEALED AND DATED** this 19th day of April, 2024.

**ATTEST:**

\_\_\_\_\_  
NNP-Southbend II, LLC  
**PRINCIPAL (SEAL)**

\_\_\_\_\_  
Philadelphia Indemnity Insurance Company  
**SURETY (SEAL)**

**ATTEST:**

  
\_\_\_\_\_  
Rachel A. Mullen, Witness

  
\_\_\_\_\_  
Michelle Haase, **ATTORNEY-IN-FACT (SEAL)**

APPROVED BY THE COUNTY ATTORNEY

BY   
\_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

SIGNATURE PAGE

Bond No. PB03010410014  
Waterset Wolf Creek Lot A1 and 30<sup>TH</sup> Street Phase G3 and 19<sup>th</sup> Avenue Northeast

NNP-Southbend II, LLC  
A Delaware Limited Liability Company

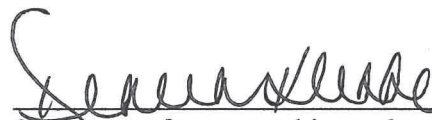
By:   
Len Jaffe

Its: Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 23, 2024 (date) by Len Jaffe (name member, manager, officer or agent, title of member, manager officer or agent) of NNP-Southbend II (name of company acknowledging), a Delaware (state or place of formation) limited liability company, on behalf of the company, who is personal known to me or has produced \_\_\_\_\_ (type of identification) as identification.

  
Signature of person taking acknowledgment

Deneen Klenke  
Name typed, printed or stamped

DENEEN KLENKE  
Notary Public, State of Florida  
My Comm Expires Sep. 26, 2026  
No. HH 316433

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On APR 19 2024 before me, Janina Monroe, Notary Public,  
(Here insert name and title of the officer)

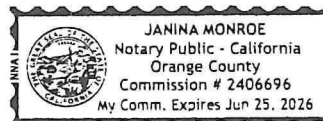
personally appeared Michelle Haase,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

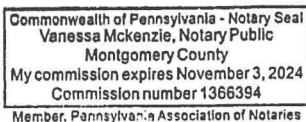


John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APR 19 2024



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No. PB03010410015

Premium: \$722 / Annually

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we NNP-Southbend II, LLC called the Principal and Philadelphia Indemnity 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 Hundred Sixty-Nine Thousand Eight Hundred Sixteen and 51/100 Dollars (\$169,816.51) 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, water, reclaimed water and wastewater) for maintenance in the approved platted subdivision known as WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water, reclaimed water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads, drainage, sanitary sewers, water mains, reclaimed water mains 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 Construction and 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, drainage, water, reclaimed water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as WATERSET WOLF CREEK LOT A1 AND 30<sup>TH</sup> STREET PHASE G3 AND 19<sup>TH</sup> AVENUE NORTHEAST, 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 JULY 11, 2027.**


**SIGNED, SEALED AND DATED** this 19th day of April, 2024.

**ATTEST:**

\_\_\_\_\_  
NNP-Southbend II, LLC  
**PRINCIPAL** (SEAL)

Philadelphia Indemnity Insurance Company  
\_\_\_\_\_  
**SURETY** (SEAL)


**ATTEST:**

  
\_\_\_\_\_  
Rachel A. Mullen, Witness

  
\_\_\_\_\_  
Michelle Haase, **ATTORNEY-IN-FACT** (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY

  
\_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

SIGNATURE PAGE

Bond No. PB03010410015

Waterset Wolf Creek Lot A1 and 30<sup>TH</sup> Street Phase G3 and 19<sup>th</sup> Avenue Northeast,

NNP-Southbend II, LLC  
A Delaware Limited Liability Company

By:   
Len Jaffe

Its: Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐

online notarization, this April 23, 2024 (date) by Len Jaffe (name


member, manager, officer or agent, title of member, manager officer or agent) of NNP-Southbend II

(name of company acknowledging), a Delaware (state or place of formation).

limited liability company, on behalf of the company, who is personal known to me or has produced

\_\_\_\_\_ (type of identification) as identification.

DENEEN KLENKE  
Notary Public, State of Florida  
My Comm Expires Sep 26, 2026  
No HH 316433

  
Signature of person taking acknowledgment

Deneen Klenke  
Name typed, printed or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On APR 19 2024 before me, Janina Monroe, Notary Public,  
(Here insert name and title of the officer)

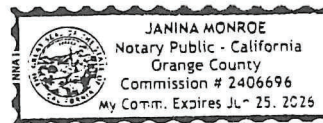
personally appeared Michelle Haase,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5<sup>TH</sup> DAY OF MARCH, 2021.

(Seal)

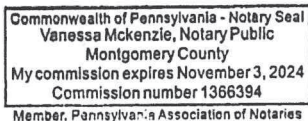


John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

**APR 19 2024**

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



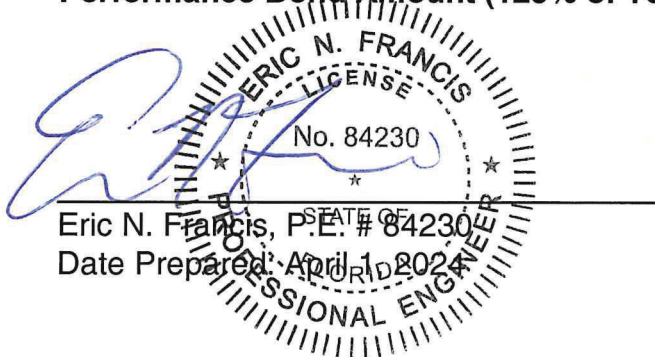
Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



**Summary For Performance Bond**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH**  
**AVENUE NORTHEAST**  
**FOLIO # 54244.0000**

Streets and Drainage Facilities	\$1,469,842.13
Water Distribution System	\$188,599.94
Sewage Collection System	\$6,493.55
Reclaimed Water Distribution System	\$115,091.83
Total Amount	\$1,780,027.45
<b>Performance Bond Amount (125% of Total)</b>	<b>\$2,225,034.31</b>



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**Engineers Cost Breakdown**

**Schedule: Streets & Drainage Facilities**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Signing & Pavement Marking	\$89,303.23	\$89,303.23
SY	6,350	Mill Existing Asphalt (1-1/2" Depth)	\$5.55	\$35,242.50
SY	17,775	1½" FC 12.5 Asphaltic Friction Course	\$15.83	\$281,378.25
SY	11,425	2" SP 12.5 Asphaltic Surface Course	\$16.10	\$183,942.50
SY	11,425	8" Crushed Concrete Base	\$17.71	\$202,336.75
SY	11,425	12" Stabilized Subgrade	\$9.12	\$104,196.00
LF	2,460	Type F Curb & Gutter	\$24.09	\$59,261.40
LF	40	Drop Curb & Gutter	\$37.27	\$1,490.80
LF	5,640	5' Concrete Sidewalk (6" Thick)	\$39.05	\$220,242.00
LF	810	12' Concrete Trail (6" Thick)	\$93.72	\$75,913.20
EA	6	ADA Ramps	\$974.00	\$5,844.00
EA	2	FDOT Guardrail End Treatment	\$9,192.75	\$18,385.50
LF	176	15" RCP	\$64.26	\$11,309.76
LF	282	18" RCP	\$76.48	\$21,567.36
LF	824	24" RCP	\$103.94	\$85,646.56
EA	1	FDOT Type 5 Curb Inlet	\$5,371.66	\$5,371.66
EA	3	FDOT Type 6 Curb Inlet	\$6,290.81	\$18,872.43
EA	1	Complete FDOT Type 5 Top	\$2,408.81	\$2,408.81
EA	1	Complete FDOT Type 6 Top	\$3,086.66	\$3,086.66
EA	4	Type D GTI (with Slot)	\$3,863.79	\$15,455.16
EA	7	Mitered End Section (24" RCP)	\$2,458.22	\$17,207.54
EA	1	Endwall (24" RCP)	\$3,252.18	\$3,252.18
LS	1	Storm TV	\$8,127.88	\$8,127.88
		<b>Total Street &amp; Drainage System</b>		<b>\$1,469,842.13</b>

**Engineers Cost Breakdown**

**Schedule: Water Distribution System**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
EA	1	Temporary Construction BFP Assembly	\$23,486.63	\$23,486.63
LF	134	24" Steel Casing	\$239.39	\$32,078.26
LF	974	12" DIP Water Main	\$87.93	\$85,643.82
LF	16	6" PVC Water Main	\$34.74	\$555.84
EA	1	6" Gate Valve	\$1,999.17	\$1,999.17
EA	4	12" Gate Valve	\$5,236.10	\$20,944.40
EA	8	12" MJ Fitting	\$940.53	\$7,524.24
EA	1	Fire Hydrant Assembly	\$8,099.74	\$8,099.74
EA	2	Blowoff Assembly	\$518.32	\$1,036.64
LS	1	Water Pressure Testing & Chlorination	\$7,231.20	\$7,231.20
		<b>Total Water Distribution System</b>		<b>\$188,599.94</b>



**Engineers Cost Breakdown**

**Schedule: Sewage Collection System**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	42	6" PVC Force Main	\$31.55	\$1,325.10
EA	1	8" Fittings	\$765.00	\$765.00
EA	3	6" Fittings	\$400.00	\$1,200.00
LS	1	Pressure Testing	\$3,203.45	\$3,203.45
		<b>Total Sewage Collection System</b>		<b>\$6,493.55</b>



**Engineers Cost Breakdown**

**Schedule: Reclaimed Water Distribution System**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

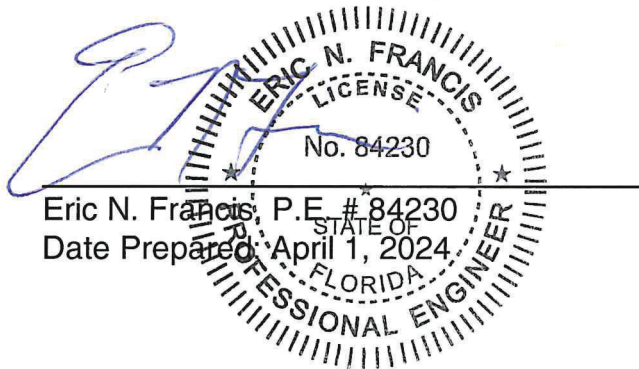
**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	1	30" x 12" Tapping Valve & Sleeve	\$14,364.19	\$14,364.19
LF	813	12" DIP Reclaimed Water Main	\$94.26	\$76,633.38
LF	19	16" DIP Reclaimed Water Main	\$161.80	\$3,074.20
EA	1	12" Gate Valve	\$5,430.37	\$5,430.37
EA	7	12" MJ Fitting	\$940.00	\$6,580.00
EA	2	16" MJ Fitting	\$1,769.00	\$3,538.00
EA	2	Blowoff Assembly	\$450.52	\$901.04
LS	1	Reclaimed Pressure Testing	\$4,570.65	\$4,570.65
		<b>Total Reclaimed Water Distribution System</b>		<b>\$115,091.83</b>

**Summary For Warranty Bond**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH**  
**AVENUE NORTHEAST**  
**FOLIO # 54244.0000**

Streets and Drainage Facilities	\$1,426,471.75
Water Distribution System	\$157,882.11
Sewage Collection System	\$3,290.10
Reclaimed Water Distribution System	\$110,521.18
Total Amount	\$1,698,165.14
<b>Warranty Bond Amount (10% of Total)</b>	<b>\$169,816.51</b>



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## Engineers Cost Breakdown

### Schedule: Streets & Drainage Facilities

#### WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE NORTHEAST

FOLIO # 54244.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Signing & Pavement Marking	\$89,303.23	\$89,303.23
SY	17,775	1½" FC 12.5 Asphaltic Friction Course	\$15.83	\$281,378.25
SY	11,425	2" SP 12.5 Asphaltic Surface Course	\$16.10	\$183,942.50
SY	11,425	8" Crushed Concrete Base	\$17.71	\$202,336.75
SY	11,425	12" Stabilized Subgrade	\$9.12	\$104,196.00
LF	2,460	Type F Curb & Gutter	\$24.09	\$59,261.40
LF	40	Drop Curb & Gutter	\$37.27	\$1,490.80
LF	5,640	5' Concrete Sidewalk (6" Thick)	\$39.05	\$220,242.00
LF	810	12' Concrete Trail (6" Thick)	\$93.72	\$75,913.20
EA	6	ADA Ramps	\$974.00	\$5,844.00
EA	2	FDOT Guardrail End Treatment	\$9,192.75	\$18,385.50
LF	176	15" RCP	\$64.26	\$11,309.76
LF	282	18" RCP	\$76.48	\$21,567.36
LF	824	24" RCP	\$103.94	\$85,646.56
EA	1	FDOT Type 5 Curb Inlet	\$5,371.66	\$5,371.66
EA	3	FDOT Type 6 Curb Inlet	\$6,290.81	\$18,872.43
EA	1	Complete FDOT Type 5 Top	\$2,408.81	\$2,408.81
EA	1	Complete FDOT Type 6 Top	\$3,086.66	\$3,086.66
EA	4	Type D GTI (with Slot)	\$3,863.79	\$15,455.16
EA	7	Mitered End Section (24" RCP)	\$2,458.22	\$17,207.54
EA	1	Endwall (24" RCP)	\$3,252.18	\$3,252.18
		<b>Total Street &amp; Drainage System</b>		<b>\$1,426,471.75</b>

**Engineers Cost Breakdown**

**Schedule: Water Distribution System**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	134	24" Steel Casing	\$239.39	\$32,078.26
LF	974	12" DIP Water Main	\$87.93	\$85,643.82
LF	16	6" PVC Water Main	\$34.74	\$555.84
EA	1	6" Gate Valve	\$1,999.17	\$1,999.17
EA	4	12" Gate Valve	\$5,236.10	\$20,944.40
EA	8	12" MJ Fitting	\$940.53	\$7,524.24
EA	1	Fire Hydrant Assembly	\$8,099.74	\$8,099.74
EA	2	Blowoff Assembly	\$518.32	\$1,036.64
		<b>Total Water Distribution System</b>		<b>\$157,882.11</b>

**Engineers Cost Breakdown**

**Schedule: Sewage Collection System**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	42	6" PVC Force Main	\$31.55	\$1,325.10
EA	1	8" Fittings	\$765.00	\$765.00
EA	3	6" Fittings	\$400.00	\$1,200.00
		<b>Total Sewage Collection System</b>		<b>\$3,290.10</b>

**Engineers Cost Breakdown**

**Schedule: Reclaimed Water Distribution System**

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE  
NORTHEAST**

**FOLIO # 54244.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	1	30" x 12" Tapping Valve & Sleeve	\$14,364.19	\$14,364.19
LF	813	12" DIP Reclaimed Water Main	\$94.26	\$76,633.38
LF	19	16" DIP Reclaimed Water Main	\$161.80	\$3,074.20
EA	1	12" Gate Valve	\$5,430.37	\$5,430.37
EA	7	12" MJ Fitting	\$940.00	\$6,580.00
EA	2	16" MJ Fitting	\$1,769.00	\$3,538.00
EA	2	Blowoff Assembly	\$450.52	\$901.04
		<b>Total Reclaimed Water Distribution System</b>		<b>\$110,521.18</b>

**WATERSET WOLF CREEK LOT A1 AND 30TH STREET  
PHASE G3 AND 19TH AVENUE NORTHEAST  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA**

**DESCRIPTION:** A parcel of land lying in Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

**COMMENCE** at the Southeast corner of said Section 34, run thence along the East boundary of the Southeast 1/4 of said Section 34, N.00°33'49"E., 113.51' to a point on the Northern boundary of the right-of-way for 19TH AVENUE NORTHEAST, according to Florida Department of Transportation Project No. 1-75-(793)446, Section 10075-2403; thence along said Northern boundary of the right-of-way for 15TH AVENUE NORTHEAST, according to Florida Department of Transportation Project No. 1-75-(793)446, Section 10075-2403, the following three (3) courses: 1) S.85°31'10"W., 581.93 feet; 2) S.85°31'10"W., 581.93 feet; 3) S.85°31'10"W., 581.93 feet; 4) S.85°31'10"W., 581.93 feet; 5) S.85°31'10"W., 581.93 feet; 6) S.85°31'10"W., 581.93 feet; 7) S.85°31'10"W., 581.93 feet; 8) S.85°31'10"W., 581.93 feet; 9) S.85°31'10"W., 581.93 feet; 10) S.85°31'10"W., 581.93 feet; 11) S.85°31'10"W., 581.93 feet; 12) S.85°31'10"W., 581.93 feet; 13) S.85°31'10"W., 581.93 feet; 14) S.85°31'10"W., 581.93 feet; 15) S.85°31'10"W., 581.93 feet; 16) S.85°31'10"W., 581.93 feet; 17) S.85°31'10"W., 581.93 feet; 18) S.85°31'10"W., 581.93 feet; 19) S.85°31'10"W., 581.93 feet; 20) S.85°31'10"W., 581.93 feet; 21) S.85°31'10"W., 581.93 feet; 22) S.85°31'10"W., 581.93 feet; 23) S.85°31'10"W., 581.93 feet; 24) S.85°31'10"W., 581.93 feet; 25) S.85°31'10"W., 581.93 feet; 26) S.85°31'10"W., 581.93 feet; 27) S.85°31'10"W., 581.93 feet; 28) S.85°31'10"W., 581.93 feet; 29) S.85°31'10"W., 581.93 feet; 30) S.85°31'10"W., 581.93 feet; 31) S.85°31'10"W., 581.93 feet; 32) S.85°31'10"W., 581.93 feet; 33) S.85°31'10"W., 581.93 feet; 34) S.85°31'10"W., 581.93 feet; 35) S.85°31'10"W., 581.93 feet; 36) S.85°31'10"W., 581.93 feet; 37) S.85°31'10"W., 581.93 feet; 38) S.85°31'10"W., 581.93 feet; 39) S.85°31'10"W., 581.93 feet; 40) S.85°31'10"W., 581.93 feet; 41) S.85°31'10"W., 581.93 feet; 42) S.85°31'10"W., 581.93 feet; 43) S.85°31'10"W., 581.93 feet; 44) S.85°31'10"W., 581.93 feet; 45) S.85°31'10"W., 581.93 feet; 46) S.85°31'10"W., 581.93 feet; 47) S.85°31'10"W., 581.93 feet; 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142) S.85°31'10"W., 581.93 feet; 143) S.85°31'10"W., 581.93 feet; 144) S.85°31'10"W., 581.93 feet; 145) S.85°31'10"W., 581.93 feet; 146) S.85°31'10"W., 581.93 feet; 147) S.85°31'10"W., 581.93 feet; 148) S.85°31'10"W., 581.93 feet; 149) S.85°31'10"W., 581.93 feet; 150) S.85°31'10"W., 581.93 feet; 151) S.85°31'10"W., 581.93 feet; 152) S.85°31'10"W., 581.93 feet; 153) S.85°31'10"W., 581.93 feet; 154) S.85°31'10"W., 581.93 feet; 155) S.85°

Containing 7.902 acres, more or less.

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

## SURVEYOR'S CERTIFICATION

\_\_\_\_\_ 20\_\_\_\_, as shown hereon, and that the "P.C.P.s" (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will set within the time allotted in subdivision 01(8) (9), or pursuant to terms of bond.

**AMEARITT, INC.** (Certificate of Authorization Number LB7778)  
2010 W. Azeele Street, Suite 150  
Tampa, Florida 33609

Arthur W. Merritt, (License No. LS4498)

NOTES:

1. Nothing and Existing conditions (Indicated in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1990 ADJUSTMENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only.
2. Originaling Coordinates: Stations "MAX" and "GIBSON"
3. 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.
4. Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
5. All plated utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
6. Lands being plated herein are subject to the following:
  - a. Recorded Notice of Environmental Resource Permit recorded in Clerk's File Number 2019139285 and 2023354715, Public Records of Hillsborough County, Florida.
  - b. Oil, gas, mineral, or other reservations as set forth in Special Warranty Deed recorded in O.R. Book 17885, page 482, Public Records of Hillsborough County, Florida. No determination has been made as to the current record owner for the Interest excepted herein. The rights recorded in O.R. Book 22253, Page 292, Public Records of Hillsborough County, Florida, no determination has been made as to the current record owner for the Interest excepted herein. The rights of entry have been eliminated or record
  - c. Notice of Establishment of The Watercrest South Community Development District recorded in Instrument Number 2022381433, Public Records of Hillsborough County, Florida.
  - d. Easement to Tampa Electric Company recorded in Deed Book 1753, Page 2, as affected by Partial Release in O.R. Book 3272, Page 810, Public Records of Hillsborough County, Florida.
  - e. Easement to Tampa Electric Company recorded in O.R. Book 3386, page 781, Public Records of Hillsborough County, Florida.

**BOARD OF COUNTY COMMISSIONERS**

This plat has been approved for recordation.

Date \_\_\_\_\_

Chairman \_\_\_\_\_

## CLERK OF CIRCUIT COURT

County of Hillsborough  
State of Florida

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

BY: \_\_\_\_\_  
Clerk of Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

TIME \_\_\_\_\_

CLERK FILE NUMBER

## REVIEWING AGENCY SURVEYOR'S CERTIFICATE

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

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

**AMERRITT, INC.**  
AND SURVEYING & MAPPING  
Certificate of Authorization Number LB 7778

Job No.: AMJ-WSN-WS-148  
The Name: P:\WS\Wol\WSJ-WOLF-10T A1-30TH C3-10TH-01  
Tampa, FL 33609  
PHONE (813) 221-5200

WATERSET WOLF CREEK LOT A1 AND 30TH STREET  
PHASE G3 AND 19TH AVENUE NORTHEAST  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

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

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-14"	UPLAND AREA; WETLAND CONSERVATION AREA; OTHER SURFACE WATER/WETLAND CONSERVATION AREA	0.857 Ac.±
ADDITIONAL	(PUBLIC) RIGHT-OF-WAY FOR 19TH AVENUE NORTHEAST	2.033 Ac.±

LOT ACREAGES

LOT	ACREAGE
LOT A1	2.975 Ac.±

WETLAND CONSERVATION AREA NOTE:

The Wetland (Conservation/Preservation) Area shall be retained pursuant to the Hillsborough County Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of the State Board of Environmental Protection Commission (EPC). In addition, a (30/50)-foot wetland buffer shall be retained (Conservation/Preservation) Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code. Pursuant to Fl. Stat. sec. 373.42(3) (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 5 years, the boundaries of a Wetland (Conservation/Preservation) Area, are subject to review and modification by the EPC, and the (30/50)-foot setback shall be applied to the boundaries of the Wetland (Conservation/Preservation) Area, as revised.

**DEDICATION:** The undersigned, NNP-SOUTHBEND II, LLC, a Delaware limited liability company ("Owner"), as the fee simple owner of the lands platted herein does hereby dedicate this plat of WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASED G3 AND 19TH AVENUE NORTHEAST for record. Owner does hereby state and declare the following:

Owner does hereby dedicate to the public in general and to Hillsborough County, Florida (the "County"), all (Public) streets, roads, and rights-of-way and the Additional (Public) right-of-way for 19th Avenue Northeast, as shown hereon.

Fee Interest in LOT A1 is hereby reserved by Owner. Said LOT A1 is not dedicated to the public and will be maintained by Owner, its assigns and successors in title. Fee Interest in TRACT "B-14", as shown hereon is hereby reserved by the Owner for conveyance by separate instrument to the Waterset South Community Development District (the "District"), or other custodial and maintenance entity subsequent to the recording of this plat.

Said TRACT "B-14", is subject to any and all easements dedicated to public use as shown on this plat. The maintenance of said TRACT "B-14", will be the responsibility of the Owner, its assigns and its successors in title, which may include the District, for the benefit of the lot owners within this subdivision.

Owner further does hereby dedicate the (Public) Drainage and Access Easements as shown hereon, to the County for the benefit of the public, for access and drainage purposes, and for other purposes incidental thereto.

Owner further does hereby dedicate the Utility Easements as shown hereon, to the County for the benefit of the public, for access and utility purposes, and for other purposes incidental thereto.

Owner does further dedicate to Hillsborough County for the benefit of the public, the (Public) Pedestrian Access Easements as shown hereon for pedestrian ingress and egress purposes (which may include a sidewalk), as applicable, and other purposes incidental thereto.

Owner hereby reserves unto Owner, its assigns and successors in title, a perpetual non-exclusive easement over, across and under all (Public) streets, roads and rights-of-way, (Public) Drainage and Access Easements, (Public) Pedestrian Access Easements and Utility Easements shown hereon for the purpose of installing, constructing, operating, maintaining, repairing and replacing streets and related facilities, drainage lines and drainage facilities, water and sewer lines or pipes, fire hydrants, wells, lift stations, pumping stations and other sewer, water and fire protection facilities, underground utility conduits, sidewalks, and related facilities, as applicable, to accommodate whatever facilities and improvements that the Owner or its successors and assigns elects to install, subject to permitting requirements, if any, until such time as the ownership, operation and maintenance of said facilities is assumed by the County.

Easements and tracts reserved by the Owner will be maintained by the Owner, its assigns, or successors in title, and will be subject to all easements dedicated to public use as shown on this plat.

NNP-SOUTHBEND II, LLC, a Delaware limited liability company - OWNER

Len Jaffe, Vice President	Witness	Witness
	Printed Name	Printed Name

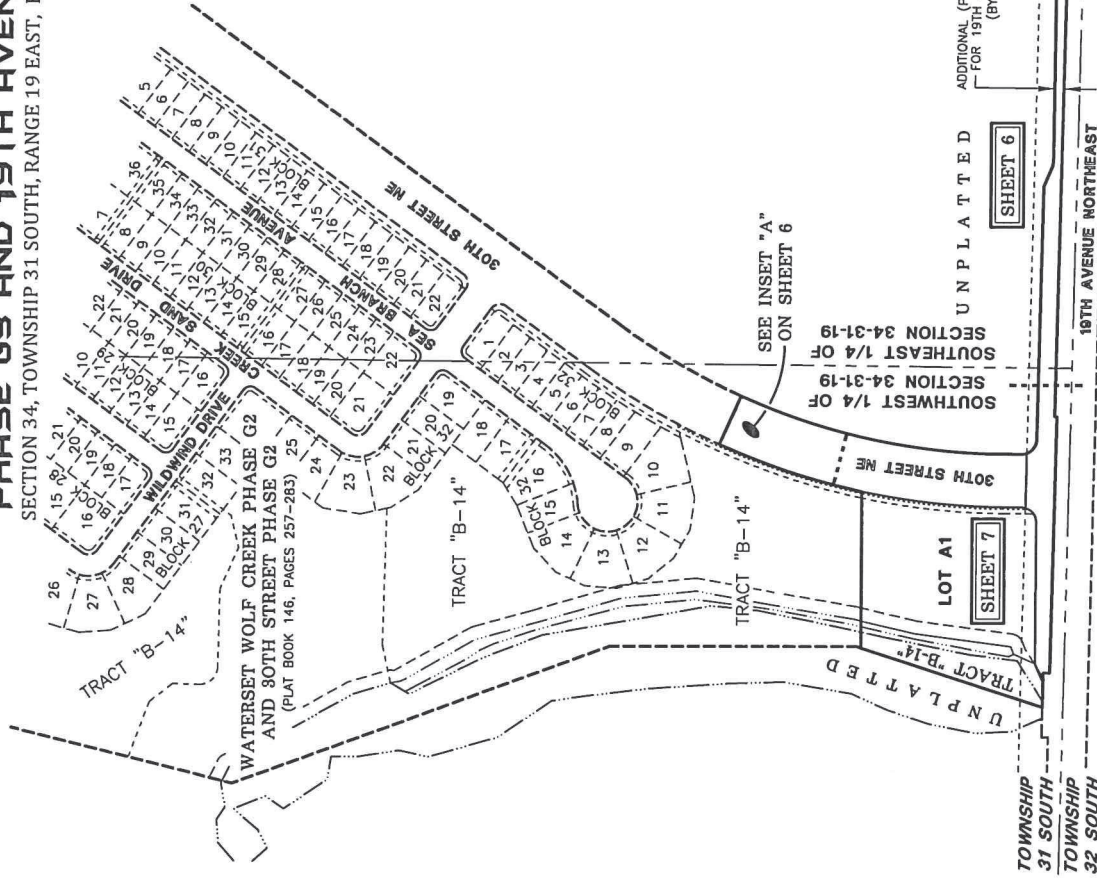
ACKNOWLEDGEMENT: State of Florida, County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Len Jaffe, Vice President of NNP-SOUTHBEND II, LLC, a Delaware limited liability company, on behalf of the company. Personally known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida at Large  
My Commission expires:  
Commission Number:  
(Printed Name of Notary)

# **WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE NORTHEAST** SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



NORTHEAST CORNER OF RANGE 19 EAST  
TOWNSHIP 31 SOUTH No. 05582  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST  
CERTIFIED CORNER Monument  
4.4' Cut in Top (found)  
with 'X' Cut in Top (found)

EAST BOUNDARY OF  
SECTION 34-31-19  
BASIS OF BEARINGS  
REFERENCE LINE  
N.00°33'49"E  
5177.07'

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST  
CERTIFIED CORNER RECORD No. 109636  
Nail and Disk "LB7768"

SCALE: 1" = 200'  
0 200 400  
SCALE IN FEET

SEE SHEET 2 OF 7  
FOR PARALLEL OFFSET  
CONSERVATION AREA NOTE

SEE SHEET 2 OF 7  
FOR PARALLEL OFFSET  
DIMENSIONS NOTE

UNPLATTED  
ADDITIONAL (PUBLIC) RIGHT-OF-WAY  
FOR 19TH AVENUE NORTHEAST  
(BY THIS PLAT)

UNPLATTED

SHEET 6

SHEET 5

SHEET 4

SHEET 3

TOWNSHIP 31 SOUTH  
TOWNSHIP 32 SOUTH

BASIS OF BEARINGS

The East boundary of the Southeast 1/4 of Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida, has a Grid bearing of N.00°33'49" E. The Grid is based on the National Grid System, North American Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

KEY SHEET

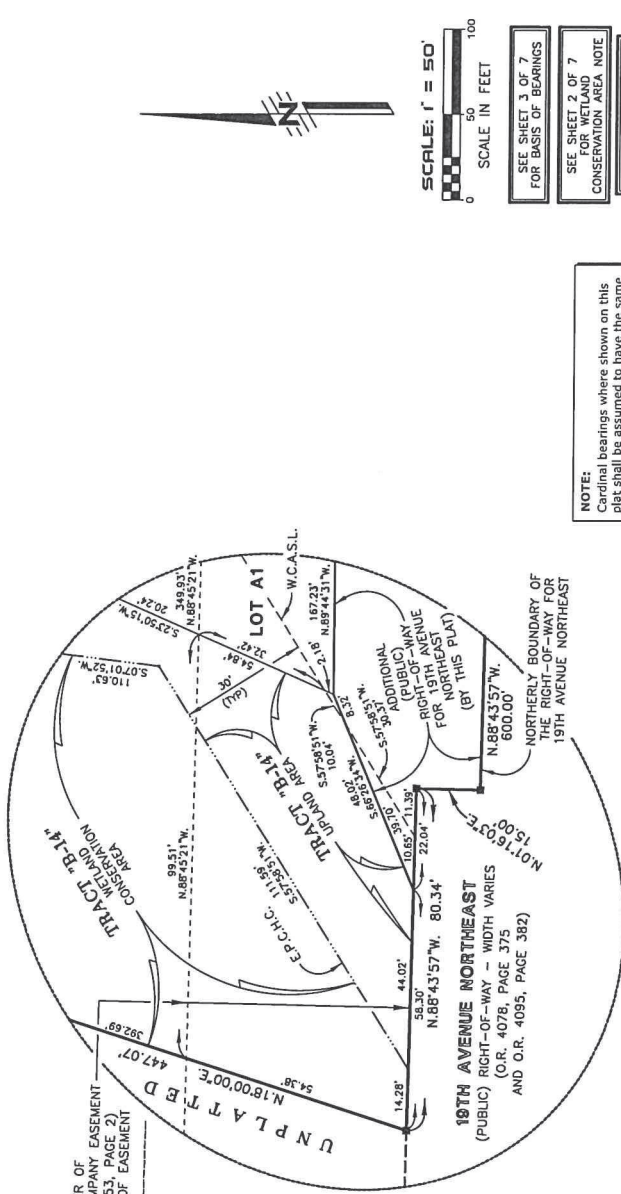
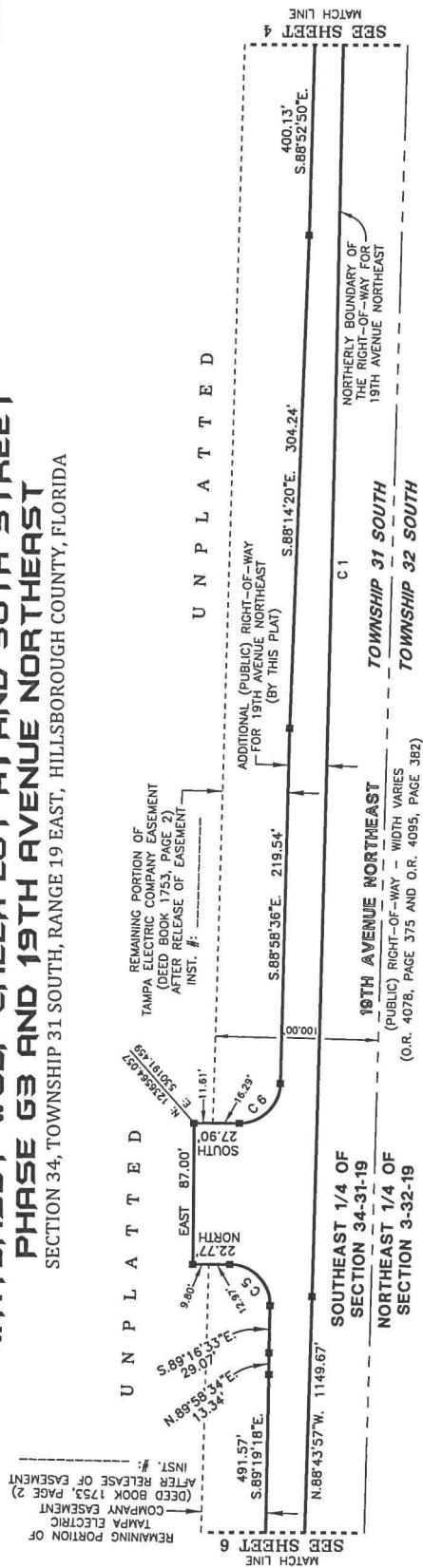
NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELING AND DIMENSIONING.

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

SHEET 3 OF 7 SHEETS



# WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE NORTHEAST SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



NOTE:  
 Cardinal bearings where shown on this  
 plat shall be assumed to have the same  
 bearings as follows:  
 NORTH - 0°00'00\"

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	897.94	97°43'02"	900.08	900.07	N.89°05'28\"
2	897.94	97°43'02"	900.08	900.07	N.89°05'28\"
3	25.00	88°54'35"	38.82	38.82	S.14°22'18\"

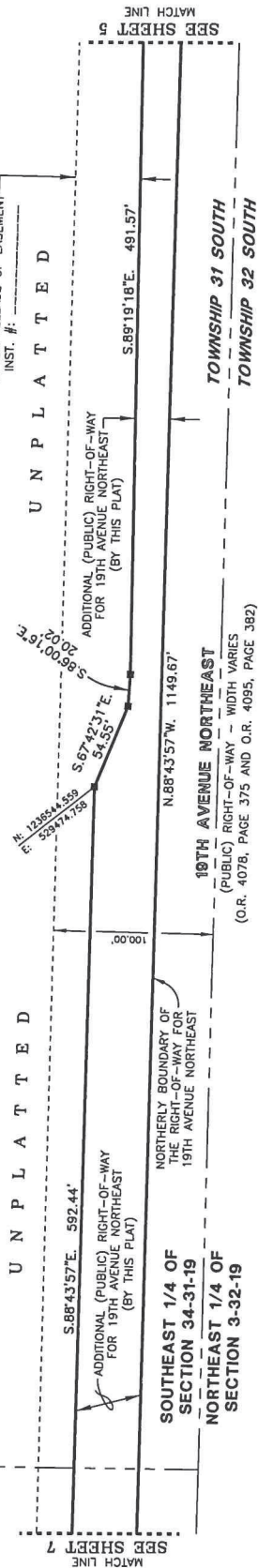
DETAIL "A"  
 NOT TO SCALE  
 (SEE SHEET 7)

AMERRITT, INC.  
 LAND SURVEYING & MAPPING  
 Certificate of Authorization Number LB 7778  
 3010 W. Azusa Street, Suite 150  
 Tampa, FL 33609  
 PHONE (813) 221-5100

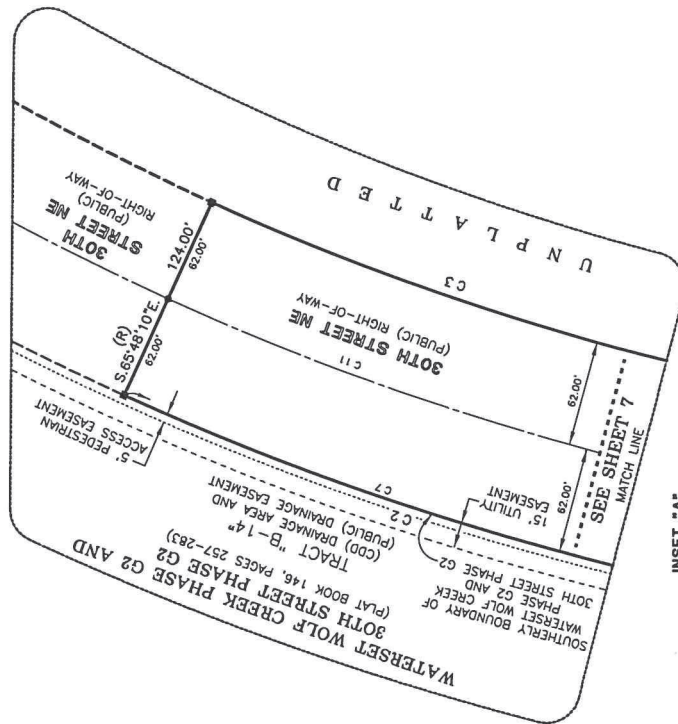
# WATERSET WOLF CREEK LOT A1 AND 30TH STREET PHASE G3 AND 19TH AVENUE NORTHEAST SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

SOUTHWEST 1/4 OF  
 SECTION 34-31-19  
 SEE SHEET 7

REMAINING PORTION OF  
 TAMPA ELECTRIC COMPANY EASEMENT  
 (DEED BOOK 1753, PAGE 2)  
 AFTER RELEASE OF EASEMENT  
 INST. #:



(O.R. 4078, PAGE 375 AND O.R. 4095, PAGE 382)



INSET "A"  
 SCALE 1"=50'  
 (SEE SHEET 7)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	1662.00	27°13'00"	354.37	353.70	N.18°05'31"E
2	1538.00	23°39'32"	635.08	630.58	S.12°22'04"W
3	1662.00	23°39'32"	666.28	661.42	S.12°22'04"W
4	1660.00	23°39'32"	656.68	656.00	S.12°22'04"W

- LEGEND**
- Symbol  $\blacktriangle$  indicates (P.R.M.) Permanent Reference Monument
  - 4"x4" Concrete Monument LB7778, unless otherwise noted.
  - Symbol  $\oplus$  indicates (P.R.M.) Offset Permanent Reference Monument
  - 4"x4" Concrete Monument LB7778, unless otherwise noted.
  - Symbol  $\blacktriangle$  indicates radial line
  - (NR) indicates non-radial line
  - RB - Reference Bearing
  - O.R. - Official Records Book
  - INST. - Instrument
  - (TYP) - Typical
  - (P.D.) - (Public) Drainage and Access Easement
  - E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
  - W.C.A.S.L. - Wetland Conservation Area Setback Line
  - O.S.W./W.C.A. - Other Surface Water/Wetland Conservation Area

SCALE: 1" = 50'  
 0 50 100  
 SCALE IN FEET

SEE SHEET 3 OF 7  
 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 7  
 FOR RETAINED  
 CONSERVATION AREA NOTE

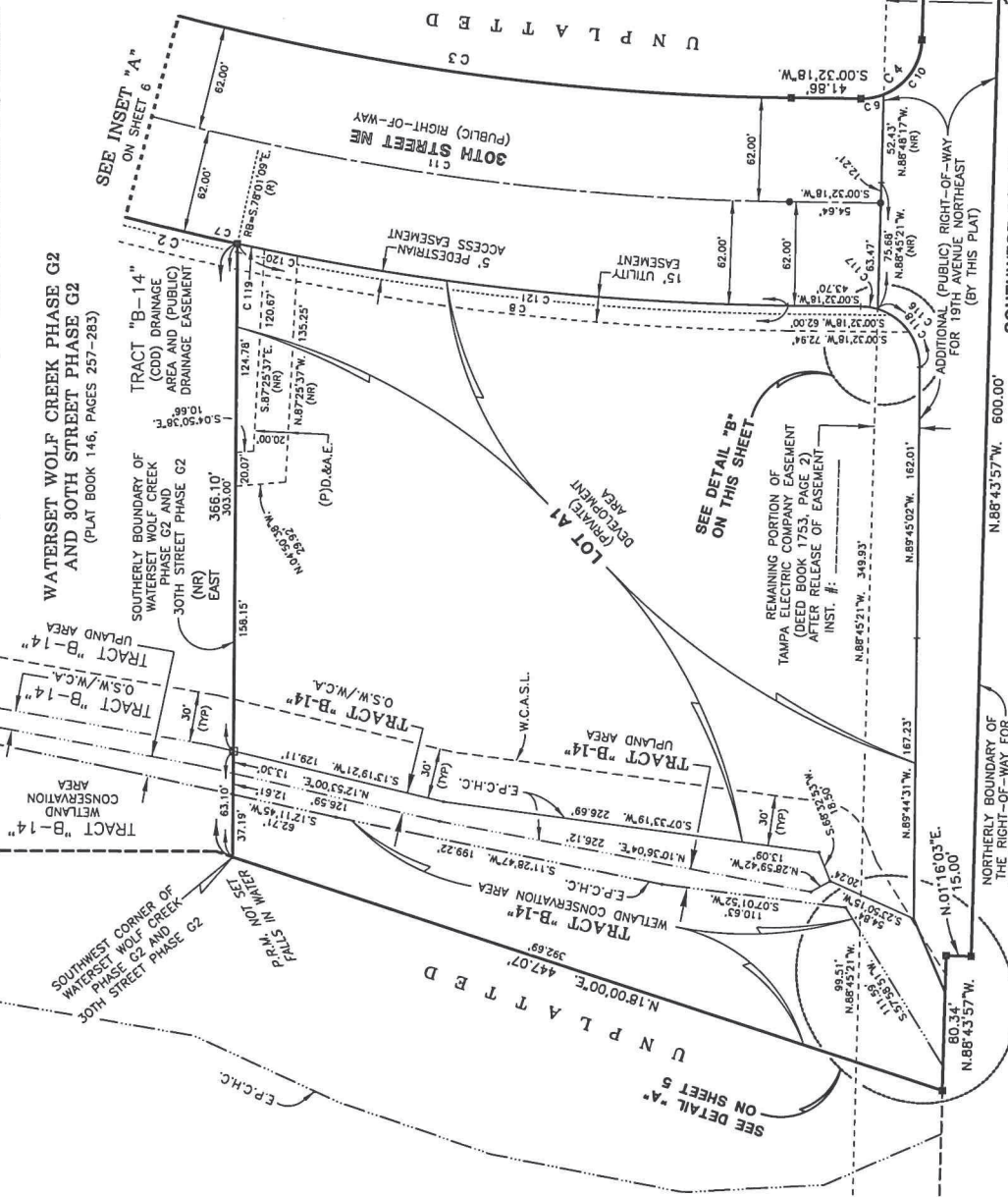
SEE SHEET 2 OF 7  
 FOR PARALLEL OFFSET  
 DIMENSIONS NOTE

**AMERRITT, INC.**  
 LAND SURVEYING & MAPPING  
 Certificate of Authorization Number LB 7778  
 3010 W. Access Street, Suite 150  
 Tampa, FL 33609  
 Phone (813) 221-5100

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CURVE DATA TABLE

NO.	RAIUS	DELTA	ARC	CHORD	BEARING
1	1652.00	1715.00	334.37	253.70	N.18.05°21"E.
2	1652.00	23.30	334.37	253.70	N.18.05°21"E.
3	1534.00	23.30	334.37	253.70	N.18.05°21"E.
4	36.00	89.16	56.09	50.59	S.14.05°05"E.
5	36.00	89.16	56.09	50.59	S.14.05°05"E.
6	1562.00	21.30	331.91	681.42	S.12.22°04"E.
7	1562.00	21.30	331.91	681.42	S.12.22°04"E.
8	1562.00	21.30	331.91	681.42	S.12.22°04"E.
9	36.00	67.11	42.22	39.84	S.55.09°04"E.
10	36.00	67.11	42.22	39.84	S.55.09°04"E.
11	1652.00	69.32	686.68	636.00	S.12.22°04"E.
12	1652.00	69.32	686.68	636.00	S.12.22°04"E.
13	36.00	162.38	10.30	10.32	S.06.14°08"W.
14	36.00	162.38	10.30	10.32	S.06.14°08"W.
15	36.00	130.91	46.07	42.59	S.53.35°28"W.
16	1562.00	00.33	15.38	62.59	S.11.41°54"W.
17	1562.00	00.33	15.38	62.59	S.11.41°54"W.
18	1562.00	00.33	15.38	62.59	S.11.41°54"W.
19	1862.00	09.41	50.57	20.22	S.05.37°43"W.
20	1862.00	09.41	50.57	20.22	S.05.37°43"W.
21	1862.00	09.41	50.57	20.22	S.05.37°43"W.
22	36.00	25.27	22.24	21.89	N.22.27°33"E.
23	36.00	25.27	22.24	21.89	N.22.27°33"E.
24	36.00	14.09	8.80	8.86	N.34.00°33"E.



**LEGEND**

Symbol  $\nabla$  indicates (P.R.M.) Permanent Reference Monument  
4"x4" Concrete Monument LB7778, unless otherwise noted  
Symbol  $\square$  indicates (P.R.M.) Offset Permanent Reference Monument  
4"x4" Concrete Monument LB7778, unless otherwise noted.  
Symbol  $\circ$  indicates (P.C.P.) Permanent Central Point LB7778  
(R) indicates radial line  
(NR) indicates non-radial line  
P.R.M. = Permanent Reference Monument  
O.R. = Official Records Book

**NOTE:**  
Cardinal bearings where shown on this plat shall be assumed to have the same bearings as follows:

NORTH	- N.00°00'00"E.
SOUTH	- S.00°00'00"W.
EAST	- E.90°00'00"E.
WEST	- W.90°00'00"W.

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