

SUBJECT: LaPaloma Unit 2 Phase 3B
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for LaPaloma Unit 2 Phase 3B, located in Section 2&11, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$779,481.11, a Warranty Bond in the amount of \$61,493.49, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$2,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On May 10, 2019, Permission to Construct Prior to Platting was issued for LaPaloma Unit 2 Phase 3B. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is HDP LaPaloma, LLC. and the engineer is Landmark Engineering & Surveying Corporation.

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

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as La Paloma Village Unit 2 Phase 3B; 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 La Paloma Village Unit 2 Phase 3B are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

Roads/Streets Water Mains/Services Stormwater Drainage Systems
 Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges
 Reclaimed Water Mains/Services Sidewalks 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 **La Paloma Village Unit 2 Phase 3B**, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water and, wastewater 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 **La Paloma Village Unit 2 Phase 3B** against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.

4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number __, dated __, and number __, dated __, with _____ by order of _____,

 - b. A Performance Bond, dated **December 7, 2020** with **HDP LAPALOMA LLC**, as Principal, and **XL Specialty Insurance Company** as Surety, and

A Warranty Bond, dated **December 7, 2020** with **HDP LAPALOMA LLC**, as Principal, and **XL Specialty 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 La Paloma Village Unit 2 Phase 3B Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the 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 twelve (12) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 7th day of December, 2020.

ATTEST:

Nancy Ruppel
Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

Nancy Ruppel
Printed Name of Witness

M. Dayan
Witness' Signature

M. Dayan
Printed Name of Witness

NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Jeffrey D. Thorson
Name (typed, printed or stamped)

Vice President
Title

3925 Coconut Palm Drive, Suite 117, Tampa, FL 33619

Address of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY COUNTY ATTORNEY

[Signature]
Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 7th day of December, 2020, by Jeffrey D. Thorson, Vice President HDP LAPALOMA LLC, a corporation under the laws of the state of Delaware on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: megan whitmire

Title or Rank: AS

Serial Number, if any: GG 363202

My Commission Expires: 8/7/23



Bond No. US00096695SU20A

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we HDP LAPALOMA LLC, called the Principal, and XL Specialty Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Seven Hundred Seventy Nine Thousand Four Hundred Eighty One and 11/100 (\$779,481.11) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in
the platted area known as La Paloma Village Unit 2 Phase 3B
subdivision all grading, paving, curbing of streets, alleys or other
rights-of-way shown on such plat, sidewalks, culverts, gutters,
water, wastewater, and other necessary drainage facilities, to be
built and constructed in the platted area in exact accordance with
the drawings, plans, specifications, and other data and information
filed with the Hillsborough County Development Review Division
of Development Services Department 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 FEBRUARY 12, 2022.

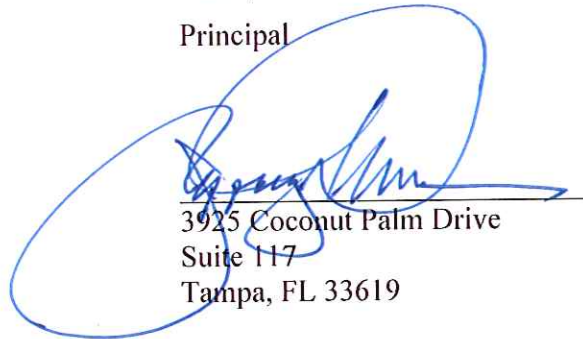
SIGNED, SEALED AND DATED this 7th day of December, 2020.

ATTEST:

HDP LAPALOMA LLC

Jeffrey D. Thorson, Vice President
Principal

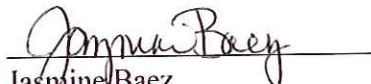

Megan Whitmore



3925 Coconut Palm Drive
Suite 117
Tampa, FL 33619

ATTEST:

XL Specialty Insurance Company

Surety


Jasmine Baez

By: 
James I. Moore, Attorney-In-Fact
Type name of signer

(SEAL)

APPROVED BY COUNTY ATTORNEY


Approved as to Form and Legal Sufficiency



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00096695SU20A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each Its true and lawful Attorney(s)-In-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by: 
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: 
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries



Rebecca C. Shalhoub, NOTARY PUBLIC

State of Illinois}
} ss.
County of DuPage }

On December 7, 2020, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of XL Specialty 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 in 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 May 14, 2024

Melissa Schmidt
Melissa Schmidt, Notary Public

Commission No. 697161





HEIDT
DESIGN

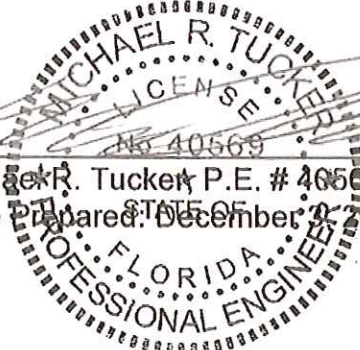
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Summary For Performance Bond

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Streets and Drainage Facilities	\$328,910.51
Water Distribution System	\$169,417.10
Sewage Collection System	\$125,257.28
Total Amount	<hr/> \$623,584.89
Performance Bond Amount (125% of Total)	\$779,481.11


Michael R. Tucker P.E. # 40569
Date Prepared: December 9, 2020

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Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Signing & Pavement Marking	\$1,500.00	\$1,500.00
SY	5,295	1-3/4" SP 12.5 Asphaltic Surface Course	\$9.93	\$52,579.35
SY	5,295	6" Crushed Concrete Base	\$13.14	\$69,576.30
SY	6,280	8" Stabilized Subgrade	\$6.47	\$40,631.60
SF	1,300	Concrete Sidewalk (4" Thick)	\$4.40	\$5,720.00
LF	4,765	Miami Curb & Gutter	\$9.01	\$42,932.65
EA	8	ADA Ramps	\$848.00	\$6,784.00
LF	1637	Underdrain	\$12.75	\$20,871.75
EA	10	Underdrain Cleanout	\$210.00	\$2,100.00
LF	112	15" RCP	\$34.45	\$3,858.40
LF	227	18" RCP	\$42.40	\$9,624.80
EA	6	Type 1 Curb Inlet	\$6,683.30	\$40,099.80
EA	1	Control Structure	\$9,527.28	\$9,527.28
EA	1	Structure 40 (Concrete Flume)	\$4,332.50	\$4,332.50
EA	1	15" Flared End Section	\$1,826.38	\$1,826.38
EA	1	18" Mitered End Section	\$1,886.80	\$1,886.80
EA	2	Complete Top & Throat (Existing Inlets)	\$2,803.70	\$5,607.40
EA	2	Adjust Existing Manholes	\$1,307.25	\$2,614.50
EA	2	Rip Rap Sump	\$3,418.50	\$6,837.00
		Total Streets & Drainage		\$328,910.51



Engineers Cost Breakdown

Schedule: Water Distribution System

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Unit	Quantity	Item	Average Unit Price	Total Amount
EA	1	Temporary Construction BFP Assembly	\$8,650.00	\$8,650.00
LF	700	4" PVC Water Main	\$15.44	\$10,808.00
LF	312	6" PVC Water Main	\$19.85	\$6,193.20
LF	1,060	8" PVC Water Main	\$31.13	\$32,997.80
LF	40	8" DIP Water Main	\$46.31	\$1,852.40
EA	2	6" Gate Valve	\$2,367.75	\$4,735.50
EA	9	8" Gate Valve	\$3,123.75	\$28,113.75
LS	1	MJ Fittings	\$7,276.50	\$7,276.50
EA	5	Fire Hydrant Assembly	\$6,050.36	\$30,251.80
EA	21	Single Service (Short)	\$960.75	\$20,175.75
EA	12	Single Service (Long)	\$1,461.60	\$17,539.20
EA	2	Blow Off Assembly	\$411.60	\$823.20
		Total Water Distribution System		\$169,417.10



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5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Engineers Cost Breakdown

Schedule: Sewage Collection System

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	1,526	8" PVC Gravity Main	\$30.53	\$46,588.78
LF	54	8" C-900 PVC Gravity Main	\$46.00	\$2,484.00
EA	7	Sanitary Manhole	\$5,603.92	\$39,227.44
EA	7	Single Sanitary Service	\$1,708.96	\$11,962.72
EA	14	Double Sanitary Service	\$1,785.31	\$24,994.34
		Total Sewage Collection System		\$125,257.28

WARRANTY BOND

Bond No. US00096697SU20A

KNOW ALL MEN BY THESE PRESENTS, That we HDP LAPALOMA LLC, called the Principal and XL Specialty Insurance Company, 505 Eagleview Blvd., Suite 100, Exton, PA 19341, called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Sixty One Thousand Four Hundred Ninety Three and 49/100 (\$61,493.49) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, 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 and wastewater) for maintenance constructed in conjunction with the platted subdivision known as La Paloma Village Unit 2 Phase 3B; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting — all grading, paving and curbing of streets, roads and other rights of way, bridges, culverts, gutters, storm sewers, sanitary sewers, 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 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 and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as La Paloma Village Unit 2 Phase 3B 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;

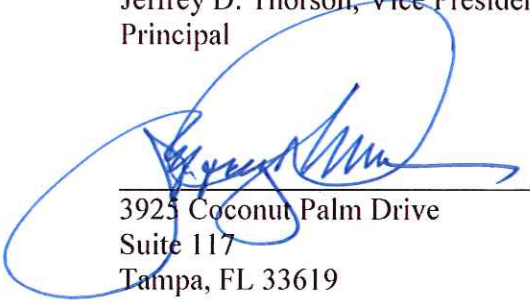
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL FEBRUARY 12, 2024.

SIGNED, SEALED AND DATED this 7th day of December, 2020.

ATTEST:

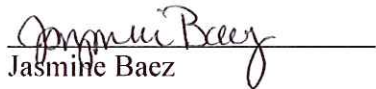
HDP LAPALOMA LLC
Jeffrey D. Thorson, Vice President
Principal


Megan Whitmore


3925 Coconut Palm Drive
Suite 117
Tampa, FL 33619

ATTEST:

XL Specialty Insurance Company
Surety


Jasmine Baez

By: 
James I. Moore, Attorney-In-Fact

(SEAL)

APPROVED BY COUNTY ATTORNEY

BY: _____
Approved as to Form and Legal Sufficiency



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00096697SU20A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Marla Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Marla Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC



HEIDT
DESIGN

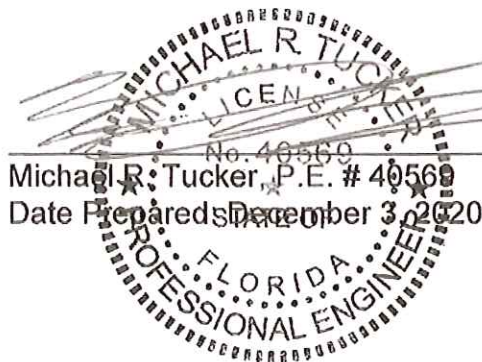
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Summary For Warranty Bond

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Streets and Drainage Facilities	\$328,910.51
Water Distribution System	\$160,767.10
Sewage Collection System	\$125,257.28
Total Amount	<hr/> \$614,934.89
Warranty Bond Amount (10% of Total)	\$61,493.49



R:\Cypress Creek Village\LaPaloma Unit 2\Construction\Qlts\La Paloma Unit 2 Ph 3B Bond Comps.xlsx



Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Signing & Pavement Marking	\$1,500.00	\$1,500.00
SY	5,295	1-3/4" SP 12.5 Asphaltic Surface Course	\$9.93	\$52,579.35
SY	5,295	6" Crushed Concrete Base	\$13.14	\$69,576.30
SY	6,280	8" Stabilized Subgrade	\$6.47	\$40,631.60
SF	1,300	Concrete Sidewalk (4" Thick)	\$4.40	\$5,720.00
LF	4,765	Miami Curb & Gutter	\$9.01	\$42,932.65
EA	8	ADA Ramps	\$848.00	\$6,784.00
LF	1637	Underdrain	\$12.75	\$20,871.75
EA	10	Underdrain Cleanout	\$210.00	\$2,100.00
LF	112	15" RCP	\$34.45	\$3,858.40
LF	227	18" RCP	\$42.40	\$9,624.80
EA	6	Type 1 Curb Inlet	\$6,683.30	\$40,099.80
EA	1	Control Structure	\$9,527.28	\$9,527.28
EA	1	Structure 40 (Concrete Flume)	\$4,332.50	\$4,332.50
EA	1	15" Flared End Section	\$1,826.38	\$1,826.38
EA	1	18" Mitered End Section	\$1,886.80	\$1,886.80
EA	2	Complete Top & Throat (Existing Inlets)	\$2,803.70	\$5,607.40
EA	2	Adjust Existing Manholes	\$1,307.25	\$2,614.50
EA	2	Rip Rap Sump	\$3,418.50	\$6,837.00
		Total Streets & Drainage		\$328,910.51



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Tampa, FL 33610
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Engineers Cost Breakdown

Schedule: Water Distribution System

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	700	4" PVC Water Main	\$15.44	\$10,808.00
LF	312	6" PVC Water Main	\$19.85	\$6,193.20
LF	1,060	8" PVC Water Main	\$31.13	\$32,997.80
LF	40	8" DIP Water Main	\$46.31	\$1,852.40
EA	2	6" Gate Valve	\$2,367.75	\$4,735.50
EA	9	8" Gate Valve	\$3,123.75	\$28,113.75
LS	1	MJ Fittings	\$7,276.50	\$7,276.50
EA	5	Fire Hydrant Assembly	\$6,050.36	\$30,251.80
EA	21	Single Service (Short)	\$960.75	\$20,175.75
EA	12	Single Service (Long)	\$1,461.60	\$17,539.20
EA	2	Blow Off Assembly	\$411.60	\$823.20
		Total Water Distribution System		\$160,767.10



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DESIGN**

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5904-A Hampton Oaks Pkwy.
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Engineers Cost Breakdown

Schedule: Sewage Collection System

La Paloma Unit 2 Phase 3B

FOLIO # 54248.1800

Unit	Quantity	Item	Average Unit Price	Total Amount
LF	1,526	8" PVC Gravity Main	\$30.53	\$46,588.78
LF	54	8" C-900 PVC Gravity Main	\$46.00	\$2,484.00
EA	7	Sanitary Manhole	\$5,603.92	\$39,227.44
EA	7	Single Sanitary Service	\$1,708.96	\$11,962.72
EA	14	Double Sanitary Service	\$1,785.31	\$24,994.34
		Total Sewage Collection System		\$125,257.28

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE
- PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20___, by and between HDP LAPALOMA LLC, hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **La Paloma Village Unit 2 Phase 3B** Subdivision; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as **La Paloma Village Unit 2 Phase 3B** are to be installed after recordation of said plat under guarantees posted with the County; and

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

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain approval of the County to record said plat, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as **La Paloma Village Unit 2 Phase 3B** within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number __, dated ____, with _____, by order of _____, or
 - b. A Performance Bond, dated **December 7, 2020**, with **HDP LAPALOMA LLC**, as Principal, and **XL Specialty Insurance Company** as Surety, or
 - c. Escrow Agreement, dated __, between and the County, or
 - d. Cashier/Certified Check, number_____, dated_____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as **La Paloma Village Unit 2 Phase 3B** at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 7th day of December, 2020.

ATTEST:

Nancy Ruppel
Witness Signature

Nancy Ruppel
Printed Name of Witness

M. Dayan
Witness Signature

M. Dayan
Printed Name of Witness

SUBDIVIDER:

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

Jeffrey D. Thorson
Printed Name of Signer

Vice President
Title of Signer

3925 Coconut Palm Dr., Suite 117, Tampa, FL 33619
Address of Signer

813-627-9040
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY COUNTY ATTORNEY
BY: [Signature]
Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF **HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 7th day of December, 2020, by Jeffrey D. Thorson, Vice President of HDP LAPALOMA LLC, a corporation under the laws of the state of Delaware on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Megan Whitmire

Title or Rank: AS

Serial Number, if any: GG 363202

My Commission Expires: 8/7/23



Bond No. US00096696SU20A

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we HDP LAPALOMA LLC, 3925 Coconut Palm Drive, Suite 117, Tampa, Florida 33619 called the Principal, and XL Specialty Insurance Company, 505 Eagleview Blvd., Suite 100, Exton, PA 19341 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of TWO THOUSAND TWO HUNDRED FIFTY and 00/100 (\$2,250.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, 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, 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 La Paloma Village Unit 2 Phase 3B are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance — Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as La Paloma Village Unit 2 Phase 3B 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 Hillsborough County Development Review Division of Development Services Department 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 FEBRUARY 12, 2022.

SIGNED, SEALED AND DATED this 7th day of December, 2020.

ATTEST:

HDP LAPALOMA LLC

Jeffrey D. Thorson, Vice President
Principal

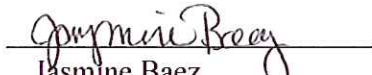

Megan Whitmire



3925 Coconut Palm Drive
Suite 117
Tampa, FL 33619

ATTEST:

XL Specialty Insurance Company

Surety


Jasmine Baez

By: 
James I. Moore, Attorney-In-Fact
Type name of signer

(SEAL)

APPROVED BY COUNTY ATTORNEY

BY 
Approved as to Form and Legal Sufficiency



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00096696SU20A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

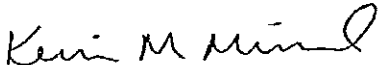
IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by: 
Gregory Boal, VICE PRESIDENT

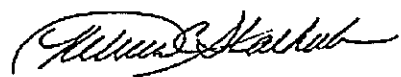
STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: 
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries



Rebecca C. Shalhoub, NOTARY PUBLIC

**LA PALOMA VILLAGE UNIT 2 PHASE 3B
PERFORMANCE ESTIMATE - LOT CORNERS**

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	36	EA	LOT CORNERS	\$50.00	\$1,800.00

TOTAL LOT CORNERS **\$1,800.00**

125% PERFORMANCE BONDING **\$2,250.00**




**LA PALOMA VILLAGE UNIT 2 PHASE 3B
PERFORMANCE ESTIMATE - LOT CORNERS**

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	36	EA	LOT CORNERS	\$50.00	\$1,800.00

TOTAL LOT CORNERS **\$1,800.00**
125% PERFORMANCE BONDING **\$2,250.00**



Todd C. Amaden
License No. 53967

