SUBJECT:

Oak Haven Manors Phase 2

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

May 11, 2021

CONTACT:

Lee Ann Kennedy

RECOMMENDATION:

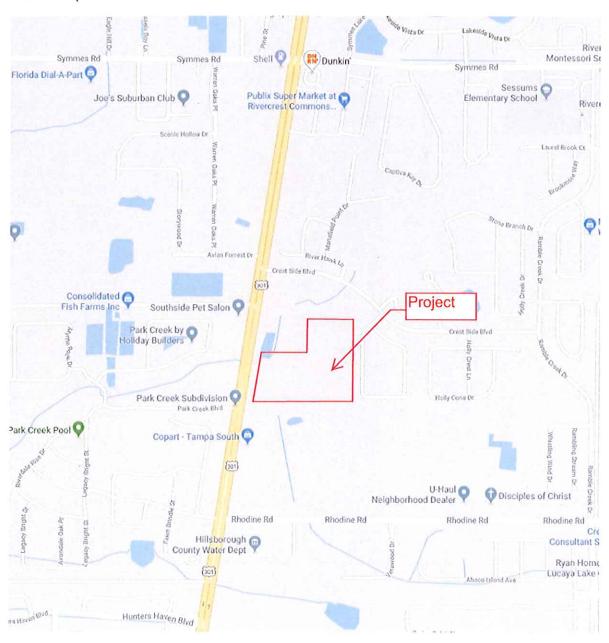
Accept the plat for recording for Oak Haven Manors Phase 2, located in Section 32, Township 20, and Range 20. Accept a Performance Bond in the amount of \$278,885.00, and authorize the Chairman to execute the Subdivider's Agreement for Construction of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$5,375.00, and authorize the Chairman to execute the Subdivider's Agreement for Performance — Placement of Lot Corners.

BACKGROUND:

On October 24, 2019, Permission to Construct Prior to Platting was issued for Oak Haven Manors Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Dune FL Land I Sub, LLC and the engineer is LevelUp Consulting, LLC.



Location Map



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into thisday of, 20, by and between <u>Dune FL Land I Sub, LLC</u> , 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 Oak Haven Manors Phase 2; and
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements required by the LDC will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>Oak Haven</u> Manors <u>Phase 2</u> 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 as required by the County; and
WHEREAS, the Subdivider agrees to build and construct the improvements as listed below and identified as applicable to this project:
x Roads/Streets x Water Mains/Services x Stormwater Drainage System x Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services x Sidewalks Other:
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 Oak Haven Manors Phase 2 Subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3 below, any roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in 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, 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.	Performance Bond (No. 6213003597), da I Sub, LLC as Principal, and United State		
c.	Escrow Agreement, dated, be County or;	tween	and the
d.	Cashier/Certified Check numbershall be deposited by the County into a nereceipt. No interest shall be paid to the S County pursuant to this Agreement.	on-interest bearing escro	w account upon

- 4. Copies of said letter of credit, performance bond, escrow agreement, or cashier/certified check are attached hereto and by reference made a part hereof.
- 5. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the 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.
- 6. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as 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.

- 7. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>Oak Haven Manors Phase 2</u> at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 8. 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.
- 9. 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	I these presents, this, 2021.
ATTEST:	SUBDIVIDER:
1	
fund him	Ву:
Witness' Signature	Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	
Jamed tinon	John Ryan
Printed Name of Witness	Name (typed, printed or stamped)
Witness' Signature	Manager Title
Aimee Walker Hodge	2502 N. Rocky Point Drive, Suite 1050
Printed Name of Witness	Address of Signer
	813-288-8078 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged before mo	e this 7 th day of April , 2021, by John
Ryan as Manager of Dune FL Land I Sub, LLC.	
as identification.	OZ
	NOTARY PUBLIC
My Commission Expires: 5/31/21	Karessa Boyd
My Commission Number: GG 110330	Daine Manager
	Karessa Boyd NOTARY PUBLIC
ATTEST:	STATE OF FLORIDA
HILLSBOROUGH COUNTY	Comm# GG110330 Expires 5/31/2021
CINDY STUART, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
Ву:	Ву:
Deputy Clerk	Chair
	APPROVED BY THE COUNTY ATTORNEY Approved As To Form And Legal Sufficiency.

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>Dune FL Land I Sub, LLC</u> called the Principal, and <u>United States Fire Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Two Hundred Seventy-Eight Thousand Eight Hundred Eighty-Five and 00/100 (\$278,885.00)</u> Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and 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

Bond No. 6213003597

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 Oak Haven Manors Phase 2 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and 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 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 June 11, 2022

SIGNED, SEALED AND DATED	this <u>26th</u> day of <u>March</u> , 20 21.
ATTEST:	Dune FL Land I Sub, LLC
Jenni Fer Barrs	BY: Manager (SEAL)
	United States Fire Insurance Company SURETY (SEAL)
ATTEST:	
alexizagrentor	
Alexis Apostolidis, Witness	ATTORNEY-IN-FACT (SEAL) Jacqueline Rose Susco
STATE OF FLORIDA	Jacqueille Nose Susco
COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged by	
•	of Dune FL Land I Sub, LLC. He/she is
personally known to me or has produced	as identification.
	De-
	NOTARY PUBLIC
My Commission Expires: \$\\ 5\ \ 2\ My Commission Number: 64 110330	Print Name Royal
Karessa Boyd NOTARY PUBLIC STATE OF FLORIDA Comm# GG110330 Expires 5/31/2021	APPROVED BY THE COUNTY ATTORNEY Approved As To Form And Legal Sufficiency.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the26thday ofMarch, 20_21, before me, Timothy S. Huffman, the undersigned officer, personally appeared
In witness whereof I hereunto set my hand.
TH
Signature of Notary Public
Date Commission Expires: February 28, 2026
Timothy S. Huffman
Printed Name of Notary

TIMOTHY S. HUFFMAN NOTARY PUBLIC - CT 183092 My Commission Expires Feb. 28, 2026

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Knower, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: UNLIMITED.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of March 20 21



UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

Oak Haven Manors Phase 2

Performance Bond Calculation
Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Paving	\$91,421.50
Water	\$63,884.60
Wastewater	\$43,167.10
Drainage	\$24,634.80
Total	\$223,108.00

Performance Bond Amount (125% of total)

\$278,885.00

Patrick Ely Payne, **B**.E. Florida License # 85381

ROADWAYS AND PAVEMENT

	Item	Quantity	Unit	Un	it Price		Total	
	Phase 2							
ì	1.75" Type SP-12.5 Asphalt (1 Lift)	2,097	SY	S	10.80	S	22,647.60	
2	6" Crushed Concrete Base	2,097	SY	S	12.85	\$	26,946.45	
3	12" Stabilized Subgrade LBR 40	2,097	SY	S	4.85	S	10,170.45	
4	Final Dress	1	LS	\$	2,500.00	S	2,500.00	
5	Ribbon Curb	1,805	LF	S	9,70	\$	17,508.50	
6	Concrete Sidewalk	1,320	SF	\$	5.70	S	7,524.00	
7	ADA Handicap Ramps	2	EA	S	580,75	S	1,161.50	
8	Truncated Dome Mats	20	SF	\$	34.50	\$	690.00	
9	2' BOC Bahia Sod	402	SY	S	2 25	\$	904.50	
10	Signage and Striping	1	LS	\$	1,368.50	S	1,368.50	
				Total		s	91,421.50	

WATER DISTRIBUTION SYSTEM

	Item	Quantity	Unit	Į	Init Price		Total	
	Phore 2							
1	Phase 2	07/			17.10	c	17 (00 70	
L	6" PVC SDR 18	976	LF	S	17.10		16,689.60	
2	Pressure Test Water System	1	LS	\$	1,000.00	\$	1,000.00	
3	6" Gate Valve and Box	5	EA	\$	1,110.00	\$	5,550.00	
4	6" x 6" MJ Tee	1	EΑ	\$	325.00	\$	325.00	
5	Chlorinate Water System	1	LS	\$	1,000.00	S	1,000.00	
6	6" -221/2° MJ Bend	4	EA	\$	195,00	S	780.00	
7	6" Solid Sleeve	2	EA	S	195.00	S	390.00	
8	Restrained Joints	1	LS	S	925.00	S	925.00	
9	2" Temporary Blow-off Assembly	1	EA	\$	370.00	\$	370.00	
10	6" Blow-off Assembly	t	EA	\$	575.00	\$	575.00	
11	Fire Hydrant Assembly	t	EA	\$	4,190.00	S	4,190.00	
12	Remove TBO and Connect to End of Existing 6" WM	2	EA	\$	1,000.00	S	2,000.00	
13	Chlorine Injection Point	1	EA	\$	250.00	S	250,00	
13	Single Service Connection (Short)	40	EA	\$	410,00	\$	16,400.00	
14	Single Service Connection (Long)	24	EA	\$	560,00	S	13,440.00	
15	2" Temporary Jumper	1	EA	\$	12,500.00		IF REQ	
				Total		s	63,884.60	

SANITARY SEWERAGE

	Item	Quantity	Unit	Į	Init Price		Total	
•••••	Phase 2			*				
1	8" PVC SDR 26 (0'-6')	519	LF	\$	20.90	S	10,847.10	
2	Manhole (0'-6')	3	EΑ	\$	3,375.00	\$	10,125.00	
3	Single Service Connection	5	EA	S	695,00	S	3,475.00	
4	Double Service Connection	13	EA	S	940,00	S	12,220.00	
5	Remove Plug & Connect to Existing MH S-4 & S-9 0-6' Cut	2	EA	S	2,000.00	S	4,000.00	
6	Adjust Existing MH to Grade (Brick Work Only)	2	LF	S	250.00	S	500.00	
7	Infilatration/Exfiltration Testing	1	LS	\$	1,000.00	\$	1,000.00	
8	Televise Sanitary Sewer System	1	EA	\$	1,000.00	\$	1,000.00	
				Total		s	43,167.10	

STORM DRAINAGE

		Quantity	Unit		Unit Price		Total
	Phase 2						
1	12" HDPE	250	LF	s	25.80	s	6,450.00
2	24" RCP CL III	124	LF	S	55.20	s	6,844.80
3	12" HDPE Miter End Section	1	EA	S	1,440.00	s	1,440.00
4	Type C Inlet	1	EΑ	S	3,080.00	S	3,080,00
5	Cleanout Assembly	2	EA	\$	510.00	s	1,020,00
5	Connect to Existing D - Inlet (D-2)	1	EA	\$	1,500.00	s	1,500.00
7	Coffeur Dam./Connect to Existing Pond B	1	EA	S	1,500,00	s	1,500.00
8	Bahia Sod Restoration	1	LS	S	500.00	S	500.00
9	Turbidity Barrier	100	LF	s	15.50	Ś	1,550.00
0	Televise Drainage System	1	LS	s	750.00	s	750.00
1	Roof Drain Leads	AS REQ	EA	\$	940.00	•	#VALUE!

Total

S 24,634.80

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

	This Agreement ma	ide and entered into the	nis day of	, 2021 by and between
Dune	FL Land I Sub, LLC	, hereinafter referred t	to as "Subdivider,	" and Hillsborough County, a
politic	al subdivision of the	State of Florida, here	inafter 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 Oak Haven Manors Phase 2; 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 <u>Oak</u> <u>Haven Manors Phase 2</u> 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 Oak Haven Manors Phase 2 subdivision within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

a.	Letter of Credit, number, dated, with,by order of
	by order of
	, or
b.	A Performance Bond (No. 6213003903), dated <u>March 26, 2021</u> , with <u>Dune FL Land I Sub, LLC</u> as Principal, and <u>United States Fire Insurance Company (Bond No. 6213003903)</u> as Surety, or
c.	Escrow Agreement, dated N/A , between and the County, or
d.	Cashier/Certified Check, numberN/A, dated, which shall be deposited by the County into an 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 <u>Oak Haven Manors Phase 2</u> 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.



IN WITNESS WHEREOF, the parties hereto have	executed these presents, this 29th
day of <u>March</u> , 20 <u>21</u> .	
Witness Signature Sennifer Barrs Printed Name of Witness	SUBDIVIDER: By: Authorized Corporate Officer or Individual (Sign before a Notary Public)
Witness Signature	John Ryan Printed Name of Signer
Printed Name of Witness	_Manager Title of Signer
CORPORATE SEAL (When Appropriate)	2502 N. Rocky Point Drive, Suite 105 Address of Signer (813)-288-8078 Phone Number of Signer
ATTEST: PAT FRANK CLERK OF CIRCUIT COURT By: Deputy Clerk	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA By: Chairman
Subdivider Agreement for Performance - Placement of Lot Corners.doc	
	APPROVED BY THE COUNTY ATTORNEY Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknown 2021, by John Rya Dune FL Land I Sub, LLC, a corporation under a corporation. He and/or she is person as ide	the laws of the state	of <u>Florida</u> on behalf of the me or has produced
NOTARY PUBLIC:		
	(Seal)	
Print: Karessa Boyd		Karessa Boyd NOTARY PUBLIC
Title or Rank: NA		STATE OF FLORIDA Comm# GG110330
1 4 11 22 4		Expires 5/31/2021
My Commission Expires: 5/31/21		
INDIVIDUAL ACKNOWLEDGMENT:		
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged before m	ue this day of	
20, by	, who is personally kn as identification and	own to me or who has produced who did take an oath.
NOTARY PUBLIC:		
Sign:	(seal)	
Print:		
Title or Rank:		
Serial Number, if any:		
My Commission Expires:		

this Subdivision Performance Bond; and

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>Dune FL Land I Sub, LLC</u> called the Principal, and United States Fire <u>Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Five Thousand Three Hundred and Seventy-Five and 00/100</u> (\$5,375.00) Dollars for the payment of which sum, well and truly to be made, we bind

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

ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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 Oak Haven Manors

Phase 2 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.

Bond No. 6213003903

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 Oak Hayen Manors Phase 2 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within 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 June 11, 2022.

SIGNED, SEALED AND DATED	this 26th day of March, 20 21.
	Dune FL Land I Sub, LLC
ATTEST: Sunnifer Barrs	BY: Manager (SEAL) Manager
	United States Fire Insurance Company SURETY (SEAL)
ATTEST: Alexis Apostolidis, Witness	ATTORNEY-IN-FACT (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	Jacqueline Rose Susco
The foregoing instrument is hereby acknowledged by	pefore me this 29th day of March, 20 21,
by John Eyan as Mar	of Dune FL Land I Sub, LLC. He/she is
personally known to me or has produced	as identification.
	NOTARY PUBLIC
My Commission Expires: \$/\$1 21 My Commission Number: GG110330	Print Name Boyd
Karessa Boyd NOTARY PUBLIC STATE OF FLORIDA Comm# GG110330 Expires 5/31/2021	AFPROVED BY THE COUNTY ATTORNEY Approved As To Form And Legal Sufficiency

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the26thday ofMarch, 20_21, before me, Timothy S. Huffman, the undersigned officer, personally appeared Jacqueline Rose Susco, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.
Signature of Notary Public Date Commission Expires: February 28, 2026 Timothy S. Huffman Printed Name of Notary TIMOTHY S. HUFFMAN NOTARY PUBLIC - CT 183092 My Commission Expires Feb. 28, 2026

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Knower, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penaltics not exceeding: UNLIMITED.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



200

State of New Jersey}

Anthony R. Slimowicz, President

County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of March 20 21



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

Oak Haven Manors Phase 2

Performance Bond Calculation

Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$4,300.00
Total	\$4,300.00

Performance Bond Amount (125% of total)

\$5,375.00

Ely Payne, P.H Florida License # 853817

Lot Corners

Description	Quantity	Unit	Unit Price	Amount	-
Setting Lot Corners	1	LS _	\$4,300.00	\$4,300.00	_
			TOTAL =	\$4,300.00	

OAK HAVEN MANORS PHASE 2.

BEING A REPLAT OF PARCEL F (DEVELOPMENT AREA), DAK HAVEN MANORS PHASE 1, AS RECORDED IN PLAT BOOK 139, PAGES 115-121, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PARCEL FORVELOPMENT AREA), DAX HAVEN MANORS PHASE 1, according to the plat thansof, as recarded in Plat Book 139, Pagen 115 through 121, Industive, of the Public Recards of Hillsborough County, Florids, lying in the Northboast 14 of the Southwest 1/4 of Soction 32, Township 30 South, Rango 20 East, Hillsborough County, Florida, and being more particularly described as follows:

Whetenty and Southerty boundary thereof, in respective exclet, the following ten (10) courses: 1) S.0244067W, a distance of 114,33 feet, 3) N.00744067E, a distance of 33.50 feet, 4) N.8917554"W, a distance of 134,33 feet; §) N.0014406"E, a denance of 177,50 feet; §) N.8917554"W, a distance of 148.25 feet; §) N.881554"W, a distance of 148.25 feet; §) N.881554"W, a distance of 148.25 feet; §) N.8070900"W, a distance of 328,37 feet; 10) S.8916950"E, a distance of 358,37 feet; 10) S.8916950"E, a distance of 358,37 feet; 10) P.S.8916950"E, a distance of 358,37 feet; 10) P.S.8916950"E, a distance of 358,37 feet; 10) P.S.8916950"E, a distance of 358,07 feet; 10) P.S.89169500 P.S.89169500 P.S.8916950 P.S.8916 BEGIN at the Northeast corner of said PARCEL F (DEVELOPMENT AREA), run thence along the Northorly, Easterly,

Centaining 5,126 acres, more or loss.

THIS PLAT, AS RECORDED IN ITS ORACHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDINDED VANDS DESCRIBED. PEREINA AND VAILE NO GOTHER ADMINISTRATE BE SUPPLANTED IN ALTHORITY OR MAY OTHER QUADANC, OF DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIVEL, RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDE OF THIS COLUMY. NOTICE

CLERK OF CIRCUIT COURT

County of Hillaborough State of Flands

hereby centry that this subdivision plat means the requirements in form, of Chaptor 177 Part I of the Florida Statutos and has been filed for neond in Plat Book ..., Papa ..., of the Public Records of Hillsborough County, Florida ...

Deputy Clark ╆ 2021 Clerk of Circuit Court day of 늄

BOARD OF COUNTY COMMISSIONERS

CLERK FILE NUMBER

This plat has been approved for recordation.

Chairman

Date

PLAT APPROVAL:

This plat has been reviewed in accordance with Florida Startdes, Section 177,081 for Chapter Conformity. The poemetric date has not been verified.

Survay Soction, Geospatial & Land Acquisition Services Department, Histobrough County Rowowed By: Florida Professional Surveyor and Mappor, License #_

SURVEYOR'S CERTIFICATION

I, the underagened auryeyor, hardey oreity that this Plated Subdivision is a correct representation of the land being unbefored, that this labt varies operated upon a consequence of the land being unbefored, that this labt cannot be operated by the consequence of the recent representation of Charles (TTP, Part.) Floade Statities, and the Hillaborough County, Land Development Code; the permanent inference monumental pRikely were set on the 27th day of Jamuray, 2021, as shown before, and that permanent control points (PSC) and let comon here as of the 27th day of Jamuray, 2021, as shown hereon; and that permanent control points (PSC) and let comon here been est or will be set per requirements of Florida Statute or in accordance with conclosine of honding.

David A. Williams, (Lloanee No. LS6423) Flatida Profeesional Surveyor and Mappor Goopoint Survoying, Inc. 213 Hobbs Stroot, Tampa, FL 33619 Liconsed Business Number LB 7768

The undersigned, as Owner of the lands platted haroin does haroby decleate this plat of OAK HAVEN MANORS PHASE 2 for record. Further, the Owner does hereby decleate to public use all actiods, roads, rights of way, and easements designated on the plat as "public". The undersigned further makes the releases to decleans.

Fee interest in TRACT A (Private Right at Way), as shown hereon, as hereby reserved by Dwind for conveyance to a Homeownern's Association or other reserved and minimume and subsequent to the recording of this flat, for the benefit of the lat owners within the subdivision. Said tract is not dedicated to the public and will be privately minitarined.

For Interest in TRACTS C1 (Common Axon) and C2 (Common Axon), as shown hereost, are hereby inserved by Owner for conveyance to a previousness Axonomies or custodia and maintenance entry subsequent to the recording of this plat, for the benefit of the lot cenerar within the absenses, Sald tracts are not condicated to the public and will be printedly maintained. Fee interest in TRACT D (Drainage Aras), as alrews hereon, is hereby reserved by Owner for conveyance to a Homosware' Association or other custedial and maintenance entity autheogram to fine recording of this plack for the benefit of the lot demons within the subdivision, Sald track is not dedicated custodial and maintenance entity subsequent to the public and will be privately maintained.

TRACTS A. C.-1, C.-2, D. and ALL Private Ensaments, are subject to any and all ossements, Right of Way and Tracts dedicated to public use.

The Private Dramago Externents are heroby reserved by the Owner for conveyance to a Homeownan' Association, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the ausdivision. Said experiments are not dedicated to the public and entity subsequent to the roc will be privately maintained. The private reads and private rights of way shown hereon as TRACT *** are not dedicated to the public, but are private, and are hereby reserved by the bounds for deconjourners to be Homerower's Association, or other custodia and multivarious entity ubunquents the recording of this pict, for the bounds of this jet owners within the euclobration, as account for lingues and agrees of for owner and their guests and instructs. Said right of account for impress and expense of its owners and their guests and instructs. Said right of account for impress and expense within all phases and unline, both exetting and future, of OAK HAVEN MANORS PHASE 2.

Owner hereby grants to Hillaborough County government and providens of law enforcement, fine emergency, entergency modical, mail, pockage delevory, designed washelmanelmen, and other entiring governmental and commental and experimental and experimental services, a non-violative excess essential even and across the private rands and private gathe of very within TRACT "Y," as drown thereof of impress for the performance of their direct dates.

Owner hereby grahts to providers of telephone, electric, cable television and cable data, water and seven; and other public and quase-public utilities, a revectieve occase netering root and across and a non-publicate liftly assertant over, across and sinder the private loads and private rights of way within TRACT "X" and the areas designated believe as the private of the private for the construction, installiction, and maintenance of utilities" and related purposes, for the benefit of the let owner herein.

The maintenance of Owner-reserved tracts and areas and private essentiarity reserved by Owner will be the responsibility of the Owner, its assigns and its autocosses in title.

OWNER - DUNE FL LAND I SUB LLC, a Delaware Limited Liability Company

as identification. 2021 by. of DUNE FL LAND I SUB LLC, a Dolawaro Limited Liability Company, who is paisonally known to me or preduced. My Commission Expires: Commission Number: Sworn to and subscribed before me, by means of physical presence, this _____ day of _ ACKNOWLEDGEMENT: State of Florida, County of Hillsborough Pil Notary Public, State of Flonds at Large Manage (Printed Name of Notory)

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 Northing and Easting exceptionate in feet; in a aboun hereon refer to the Clate Plans Coordinate System. Another in insteaded December 19:100 (2012) (ผ

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and rights-of-ways, assements, and abor common sress which are neither awned nor an electric telephone, gas, or other public utility.
All lines that knemed a curve that are not tabeled Radiel (R) are Non-Radiel.
This Private Suddivision contains rights-of-ways, assements, and other cont ತ೯

maintained by Hilleborough County.

Surveying, Inc. GeoPoint

213 Hoths Street Phone: (8.13) 248-2888. Tamps, frends 3581 par. (13) 248-2368 www.geopoinsurey.com the street in 1790 par. (14) 248-2368 par. (14) 248-2368 par. (15) 248-2368 par. (15

