

**SUBJECT:** Belmond Reserve Phase 1  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** May 11, 2021  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

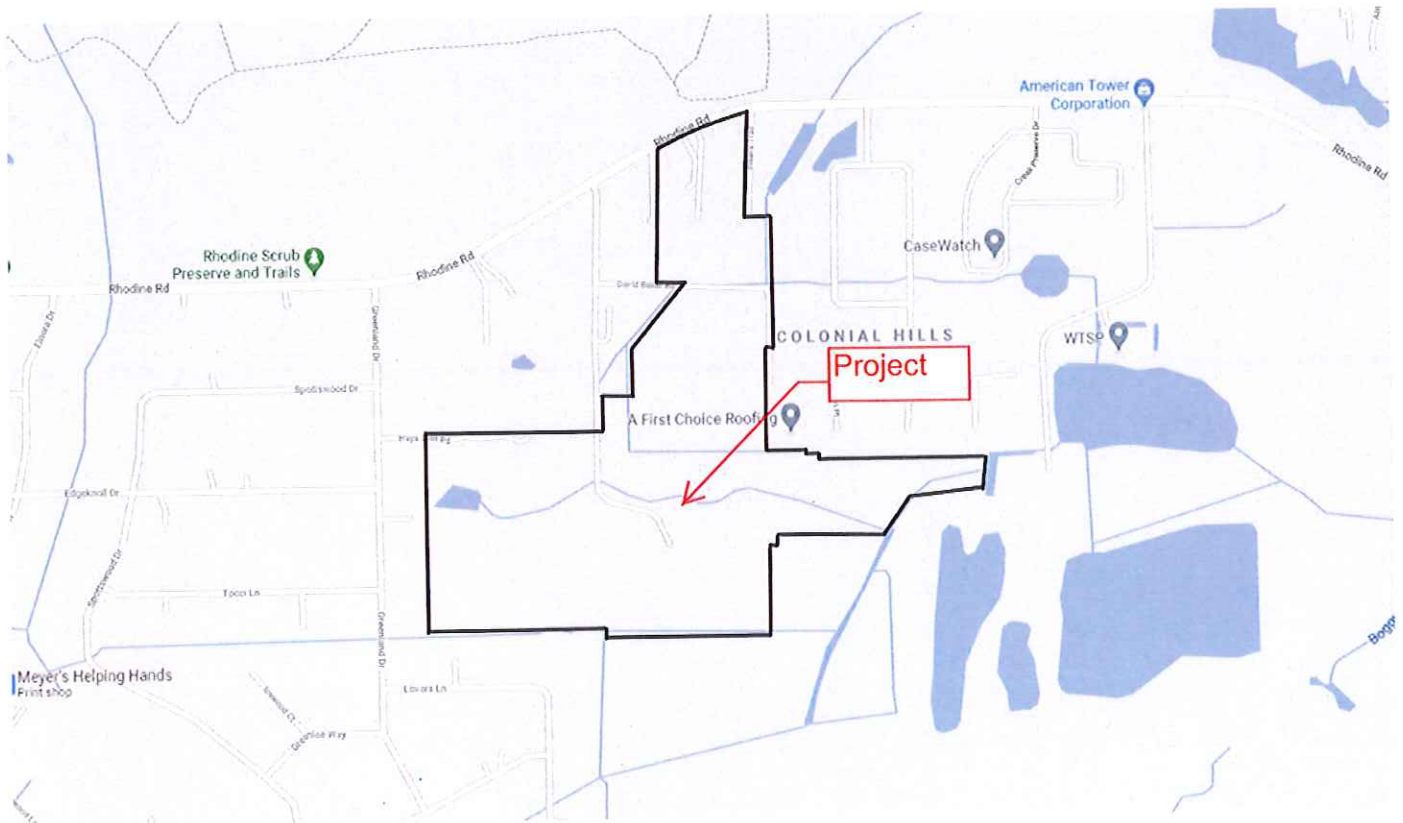
Accept the plat for recording for Belmond Reserve Phase 1, located in Section 35, Township 30, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (on-site and off-site roads, drainage, water and 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 \$930,261.50, a Warranty Bond in the amount of \$637,184.84, 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 \$30,750.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On August 4, 2020, Permission to Construct Prior to Platting was issued for Belmond Reserve Phase 1. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Belmond Reserve Development, LLC and the engineer is LevelUp Consulting, LLC.



## BELMOND RESERVE LOCATION MAP



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

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Belmond Reserve Development, 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 Belmond Reserve Phase 1; and

**WHEREAS**, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

**WHEREAS**, the off-site and on-site improvements required by the LDC in the subdivision known as Belmond Reserve Phase 1 are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, 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 off-site and on-site improvements as required in connection with the Belmond Reserve Phase 1 Subdivision; and

**WHEREAS**, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"):

<u>  x  </u> Roads/Streets	<u>  x  </u> Water Mains/Services	<u>  x  </u> Stormwater Drainage Systems
<u>  x  </u> Sanitary Gravity Sewer System	<u>  x  </u> Sanitary Sewer Distribution System	<u>      </u> Bridges
<u>      </u> Reclaimed Water Mains/Services	<u>  x  </u> Sidewalks	<u>      </u> Other:
<hr/> 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 the on-site and off-site improvements required within and in connection with Belmond Reserve Phase 1, Subdivision, within Twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area and off-site in conjunction with development of the subdivision 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 Belmond Reserve Phase 1 subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, and number \_\_\_\_\_, dated \_\_\_\_\_ with \_\_\_\_\_ by order of \_\_\_\_\_
  - b. A Performance Bond CS3250222 \$930,261.50, dated March 19, 2021 with Belmond Reserve Development, LLC, as Principal, and Great American Insurance Company as Surety, and  
  
A Warranty Bond CS3250223 \$637,184.84, dated March 19, 2021 with Belmond Reserve Development, LLC, as Principal, and Great American Insurance Company as Surety, and
  - c. Cashier/Certified Checks, number N/A, 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 on-site and off-site 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 Belmond Reserve Phase 1 at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the 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 31<sup>ST</sup> day of MARCH, 2021.

ATTEST:

Witness' Signature

Printed Name of Witness

Witness' Signature

Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

HILLSBOROUGH COUNTY  
PAT FRANK, CLERK OF THE CIRCUIT COURT

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

SUBDIVIDER:

By: \_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Signed before a Notary Public and 2 Witnesses)

Jeffery S. Hills

Name (typed, printed or stamped)

Manager

Title

111 S. Armenia Avenue, Suite 201  
Tampa, Florida 33609

Address of Signer

(813) 363-4888

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of March, 2021, by Jeffery S. Hills respectively Manager of Belmond Reserve Development, LLC, a limited liability company under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

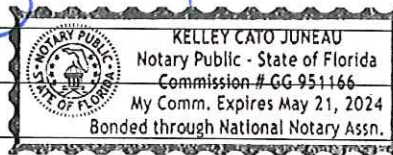
Sign: \_\_\_\_\_ (Seal)

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

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

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

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



**SUBDIVISION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we Belmond Reserve Development, LLC called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of NINE HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTY-ONE AND FIFTY CENTS (\$930,261.50) 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, and offsite improvements, 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 corresponding offsite improvements; 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.

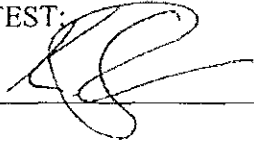
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area (and corresponding offsite improvements) known as Belmond Reserve Phase 1 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 (and corresponding offsite improvements) 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 22<sup>nd</sup> day of APRIL, 2021.

ATTEST:

  
\_\_\_\_\_

BY:

  
\_\_\_\_\_  
PRINCIPAL (SEAL)

\_\_\_\_\_  
SURETY (SEAL)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
ATTORNEY-IN-FACT (SEAL)

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 (and corresponding offsite improvements) known as Belmond Reserve Phase I 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 (and corresponding offsite improvements) 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 19<sup>th</sup> day of March, 2021.

ATTEST:

Belmond Reserve Development, LLC

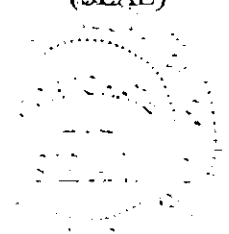
BY: \_\_\_\_\_  
PRINCIPAL (SEAL)

Great American Insurance Company  
SURETY (SEAL)

ATTEST:

Jenni Kellen

Mary Martha Langley  
Mary Martha Langley, ATTORNEY-IN-FACT and  
Florida Licensed Resident Agent (SEAL)



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2023

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of March 2021



*Atty L C B*

Assistant Secretary

# Belmond Reserve Phase 1

## Performance Bond Calculation

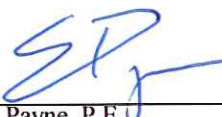
Construction costs for the streets, drainage, potable water and sanitary sewer system

### SUMMARY

Paving	\$311,921.25
Water	\$14,543.20
Wastewater	\$83,966.75
Drainage	\$88,094.75
Offsite Improvements	\$245,683.25
Total	\$744,209.20

Performance Bond Amount (125% of total)

\$930,261.50

  
Ely Payne, P.E.  
Florida License # 85381



**PAVING**

Description	Quantity	Unit	Unit Price	Amount
1 1/2" Type SP Asphalt	28,285	SY	\$10.25	\$289,921.25
Signage & Striping	1	LS	\$22,000.00	\$22,000.00
			<b>Total =</b>	<b>\$311,921.25</b>

**WATER**

Description	Quantity	Unit	Unit Price	Amount
Chlorination & Pressure Testing	10,388	LF	\$1.40	\$14,543.20
			<b>Total =</b>	<b>\$14,543.20</b>

**WASTEWATER**

Description	Quantity	Unit	Unit Price	Amount
Sanitary Sewer Testing	10,073	LF	\$8.15	\$82,094.95
Pressure Testing	1,337	LF	\$1.40	\$1,871.80
Total =				\$83,966.75

**DRAINAGE**

Description	Quantity	Unit	Unit Price	Amount
Storm Sewer Testing	12,151	LF	\$7.25	\$88,094.75
			<b>Total =</b>	<b>\$88,094.75</b>



## OFFSITE

Description	Quantity	Unit	Unit Price	Amount
Sod Right of way-Bahia	9,200	SY	\$2.45	\$22,540.00
Final Grading	1	LS	\$12,500.00	\$12,500.00
Sawcut & Match Existing Asphalt	4,560	LF	\$1.50	\$6,840.00
1" Type FC Friction course	7,985	SY	\$9.50	\$75,857.50
2" Type SP Asphalt	1,900	SY	\$20.95	\$39,805.00
Mill Existing Asphalt 1"	5,740	SY	\$4.10	\$23,534.00
Opt. Base Group 1 - Shell	345	SY	\$7.60	\$2,622.00
Opt. Base Group 9 - Shell	1,900	SY	\$13.65	\$25,935.00
4" Concrete Sidewalk	2,165	SF	\$4.45	\$9,634.25
5' ADA Handicapped Ramp	1	EA	\$885.00	\$885.00
Signage & Striping	1	LS	\$22,500.00	\$22,500.00
Storm Sewer Testing	418	LF	\$7.25	\$3,030.50
Total =				\$245,683.25

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we Belmond Reserve Development, LLC called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FOUR AND EIGHTY-FOUR CENTS (\$637,184.84) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

**WHEREAS**, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (Onsite and Offsite Water, Wastewater, Drainage, and Roads) for maintenance in the approved platted subdivision known as Belmond Reserve Phase 1; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (Onsite and Offsite Water, Wastewater, Drainage, and Roads) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all sanitary sewers, water mains, roads, drainage, and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

**WHEREAS**, the terms of said Subdivider's Agreement are by reference, hereby, incorporated

into and made a part of this Warranty Bond.

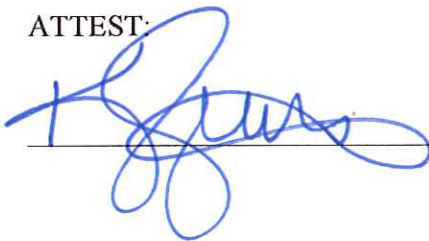
**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

- A.** If the Principal shall warrant for a period of two years following the date of acceptance of the Onsite and Offsite Water, Wastewater, Drainage, and Roads improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Belmond Reserve Phase 1, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B.** If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C.** If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 11, 2024**

SIGNED, SEALED AND DATED this 19<sup>th</sup> day of March, 2021.

ATTEST:



Belmond Reserve Development, LLC

BY:

  
PRINCIPAL

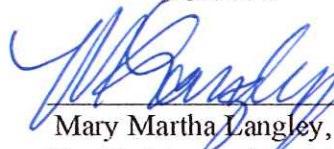
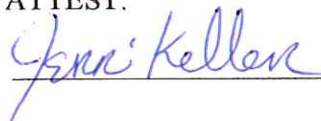
(SEAL)

Great American Insurance Company

SURETY

(SEAL)

ATTEST:



Mary Martha Langley, ATTORNEY-IN-FACT and  
Florida Licensed Resident Agent (SEAL)

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.



*My L C. B.*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

19th

day of

March

2021

*My L C. B.*

Assistant Secretary





# Belmond Reserve Phase 1

## Warranty Bond Calculation

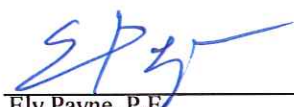
Construction costs for the streets, drainage, potable water and sanitary sewer system

### SUMMARY

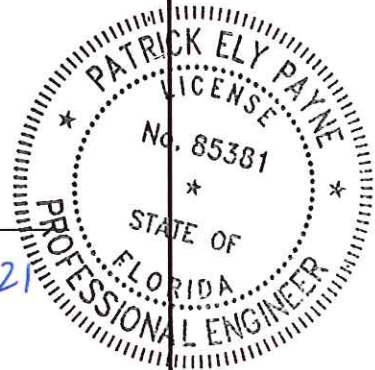
Paving	\$1,146,282.25
Water	\$470,740.45
Wastewater	\$1,524,880.25
Drainage	\$1,450,974.45
Offsite Improvements	\$1,778,970.95
Total	\$6,371,848.35

Warranty Bond Amount (10% of total)

\$637,184.84

  
Ely Payne, P.E.  
Florida License # 85381

5-17-21



## PAVING

Description	Quantity	Unit	Unit Price	Amount
Sawcut & Match Existing Asphalt	1	LS	\$480.00	\$480.00
1 1/2" Type SP Asphalt	28,285	SY	\$10.25	\$289,921.25
6" Crushed Concrete Base	12,275	SY	\$11.55	\$141,776.25
8" Cement Treated Limerock Base	16,010	SY	\$15.80	\$252,958.00
12" Compacted Subgrade	16,010	SY	\$1.50	\$24,015.00
12" Stabilized Subgrade (LBR40)	12,275	SY	\$4.60	\$56,465.00
Stabilized Curb Pad	21,705	LF	\$2.55	\$55,347.75
Miami Curb	21,705	LF	\$10.30	\$223,561.50
Drop Curb	425	LF	\$18.35	\$7,798.75
4" Concrete Sidewalk	7,105	SF	\$4.45	\$31,617.25
6" Concrete Sidewalk/Driveway	3,000	LS	\$5.65	\$16,950.00
5' ADA Handicapped Ramp	6	EA	\$885.00	\$5,310.00
Handrail-FDOT Index 860	215	LF	\$84.10	\$18,081.50
Signage & Striping	1	LS	\$22,000.00	\$22,000.00
			<b>Total =</b>	<b>\$1,146,282.25</b>

## WATER

Description	Quantity	Unit	Unit Price	Amount
Temporary Construction Meter Assembly	1	EA	\$21,500.00	\$21,500.00
12" PVC Water main (DR 18)	1,543	LF	\$27.00	\$41,661.00
8" PVC Water main (DR 18)	5,801	LF	\$15.70	\$91,075.70
6" PVC Water main (DR 18)	2,859	LF	\$11.45	\$32,735.55
4" PVC Water main (DR 18)	60	LF	\$9.00	\$540.00
4" HDPE Casing	30	LF	\$12.25	\$367.50
12" DIP Water Main	125	LF	\$50.90	\$6,362.50
12" Gate Valve Assembly	4	EA	\$2,350.00	\$9,400.00
8" Gate Valve Assembly	39	EA	\$1,300.00	\$50,700.00
6" Gate Valve Assembly	15	EA	\$925.00	\$13,875.00
4" Gate Valve Assembly	1	EA	\$755.00	\$755.00
12" MJ Bend-Per Plan	14	EA	\$465.00	\$6,510.00
12" MJ Tee	2	EA	\$740.00	\$1,480.00
8" MJ Tee	7	EA	\$405.00	\$2,835.00
6" MJ Tee	1	EA	\$290.00	\$290.00
8" MJ Cross	2	EA	\$485.00	\$970.00
12" MJ Reducer	1	EA	\$400.00	\$400.00
8" MJ Reducer	4	EA	\$220.00	\$880.00
6" MJ Reducer	1	EA	\$160.00	\$160.00
Fire Hydrant Assembly	19	EA	\$4,100.00	\$77,900.00
Single Service (Short)	136	EA	\$300.00	\$40,800.00
Single Service (Long)	132	EA	\$375.00	\$49,500.00
Water Service to Lift Station	1	EA	\$2,250.00	\$2,250.00
Temporary Blowoff Assembly	10	EA	\$325.00	\$3,250.00
Chlorination & Pressure Testing	10,388	LF	\$1.40	\$14,543.20

**Total = \$470,740.45**

## WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Sewer (0'-6')	565	LF	\$13.85	\$7,825.25
8" PVC Sewer (6'-8')	1,096	LF	\$14.80	\$16,220.80
8" PVC Sewer (8'-10')	1,428	LF	\$16.00	\$22,848.00
8" PVC Sewer (10'-12')	1,037	LF	\$17.55	\$18,199.35
8" PVC Sewer (12'-14')	990	LF	\$20.95	\$20,740.50
8" PVC Sewer (14'-16')	660	LF	\$30.85	\$20,361.00
8" PVC Sewer (16'-18')	579	LF	\$41.50	\$24,028.50
8" PVC Sewer (18'-20')	576	LF	\$52.35	\$30,153.60
8" PVC Sewer (20'-22')	692	LF	\$64.60	\$44,703.20
8" PVC Sewer (22'-24')	492	LF	\$78.40	\$38,572.80
8" PVC Sewer (24'-26')	1,472	LF	\$93.05	\$136,969.60
8" PVC Sewer (26'-28')	377	LF	\$110.00	\$41,470.00
8" PVC Sewer (28'-30')	109	LF	\$140.00	\$15,260.00
Manhole (0'-6')	4	EA	\$2,800.00	\$11,200.00
Manhole (6'-8')	6	EA	\$3,100.00	\$18,600.00
Manhole (8'-10')	4	EA	\$3,350.00	\$13,400.00
Manhole (10'-12')	4	EA	\$3,600.00	\$14,400.00
Manhole (12'-14')	2	EA	\$4,000.00	\$8,000.00
Manhole (14'-16')	2	EA	\$5,350.00	\$10,700.00
Manhole (16'-18')	1	EA	\$5,750.00	\$5,750.00
Manhole (18'-20')	2	EA	\$6,400.00	\$12,800.00
Manhole (20'-22')	4	EA	\$6,850.00	\$27,400.00
Manhole (22'-24')	1	EA	\$7,000.00	\$7,000.00
Manhole (24'-26')	2	EA	\$8,050.00	\$16,100.00
Manhole (28'-30')	1	EA	\$12,000.00	\$12,000.00
Sanitary Drop Manhole (8'-10')	1	EA	\$4,350.00	\$4,350.00
Sanitary Drop Manhole (18'-20')	1	EA	\$9,750.00	\$9,750.00
Sanitary Drop Manhole (22'-24')	3	EA	\$9,900.00	\$29,700.00
Sanitary Drop Manhole (28'-30')	1	EA	\$11,500.00	\$11,500.00
Single Service	72	EA	\$630.00	\$45,360.00
Double Service	101	EA	\$870.00	\$87,870.00
Dewatering	10,073	LF	\$16.05	\$161,671.65
Sanitary Sewer Testing	10,073	LF	\$8.15	\$82,094.95
Pump Station (8' Dia)	1	EA	\$470,000.00	\$470,000.00
6" PVC Forcemain (DR 18)	1,297	LF	\$11.50	\$14,915.50
6" DIP Forcemain	40	LF	\$29.00	\$1,160.00
14" Steel Casing	25	LF	\$66.75	\$1,668.75
6" Plug Valve Assembly	2	EA	\$1,600.00	\$3,200.00
6" MJ Bend	12	EA	\$405.00	\$4,860.00
4" MJ Cap	1	EA	\$205.00	\$205.00
Pressure Testing	1,337	LF	\$1.40	\$1,871.80

**Total = \$1,524,880.25**



## DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
15" RCP	461	LF	\$29.55	\$13,622.55
18" RCP	4,471	LF	\$36.85	\$164,756.35
24" RCP	4,336	LF	\$49.75	\$215,716.00
30" RCP	1,341	LF	\$67.70	\$90,785.70
36" RCP	826	LF	\$90.70	\$74,918.20
42" RCP	66	LF	\$115.00	\$7,590.00
60" RCP	553	EA	\$220.00	\$121,660.00
43"x 68" ERCP	97	EA	\$255.00	\$24,735.00
Type I Curb Inlet	59	EA	\$4,400.00	\$259,600.00
Type D Grate Inlet	5	EA	\$2,700.00	\$13,500.00
Type H Grate Inlet	1	EA	\$4,800.00	\$4,800.00
Type P Manhole	21	EA	\$2,500.00	\$52,500.00
Type J Manhole	3	EA	\$8,000.00	\$24,000.00
Control Structure Type C	4	EA	\$3,150.00	\$12,600.00
Control Structure Type D	5	EA	\$4,800.00	\$24,000.00
Control Structure Type E	1	LF	\$5,350.00	\$5,350.00
Spillway	2	EA	\$4,400.00	\$8,800.00
15" RCP MES	1	EA	\$1,350.00	\$1,350.00
18" RCP MES	6	EA	\$1,450.00	\$8,700.00
24" RCP MES	7	EA	\$1,600.00	\$11,200.00
30" RCP MES	7	EA	\$2,600.00	\$18,200.00
36" RCP MES	3	EA	\$3,150.00	\$9,450.00
42" RCP MES	1	EA	\$3,850.00	\$3,850.00
60" RCP MES	1	EA	\$7,750.00	\$7,750.00
43"x 68" ERCP MES	1	EA	\$6,150.00	\$6,150.00
18" FDOT INDEX 250 Headwall	1	EA	\$1,650.00	\$1,650.00
36" FDOT Index 250 Headwall	1	EA	\$3,800.00	\$3,800.00
43" x 68" FDOT Index 250 Headwall	1	EA	\$9,700.00	\$9,700.00
Rip Rap at End Sectionj	29	EA	\$520.00	\$15,080.00
6" Underdrain (Fine Aggregate)	4,878	LF	\$12.50	\$60,975.00
Underdrain Cleanout	29	EA	\$200.00	\$5,800.00
Rip Rap Sump	3	EA	\$2,200.00	\$6,600.00
Concrete Sump	1	EA	\$2,000.00	\$2,000.00
Dewatering	12,151	LF	\$5.90	\$71,690.90
Storm Sewer Testing	12,151	LF	\$7.25	\$88,094.75
Total =				<b>\$1,450,974.45</b>

## OFFSITE

Description	Quantity	Unit	Unit Price	Amount
Maintenance of Traffic	1	LS	\$37,000.00	\$37,000.00
Clear & Grub	1	LS	\$20,500.00	\$20,500.00
Excavate/Prep Right of Way	1	LS	\$23,500.00	\$23,500.00
Sod Right of way-Bahia	9,200	SY	\$2.45	\$22,540.00
Final Grading	1	LS	\$12,500.00	\$12,500.00
Sawcut & Match Existing Asphalt	4,560	LF	\$1.50	\$6,840.00
1" Type FC Friction course	7,985	SY	\$9.50	\$75,857.50
2" Type SP Asphalt	1,900	SY	\$20.95	\$39,805.00
Mill Existing Asphalt 1"	5,740	SY	\$4.10	\$23,534.00
Opt. Base Group 1 - Shell	345	SY	\$7.60	\$2,622.00
Opt. Base Group 9 - Shell	1,900	SY	\$13.65	\$25,935.00
12" Stabilized Subgrade	2,245	SY	\$11.70	\$26,266.50
Stabilized Shoulder (LBR-40)	1,150	SY	\$8.35	\$9,602.50
4" Concrete Sidewalk	2,165	SF	\$4.45	\$9,634.25
5' ADA Handicapped Ramp	1	EA	\$885.00	\$885.00
Signage & Striping	1	LS	\$22,500.00	\$22,500.00
18" Class III RCP Storm	32	LF	\$48.00	\$1,536.00
36" Class III RCP Storm	386	LF	\$97.50	\$37,635.00
18" RCP MES	2	EA	\$1,750.00	\$3,500.00
36" RCP MES	1	EA	\$3,150.00	\$3,150.00
36" FDOT Index 250 Headwall	1	EA	\$3,800.00	\$3,800.00
Storm Sewer Testing	418	LF	\$7.25	\$3,030.50
Connect to Existing 16" Forcemain	1	EA	\$4,350.00	\$4,350.00
Connect to Existing 4" Forcemain	2	EA	\$4,350.00	\$8,700.00
16" x 8" Tapping Sleeve & Valve	1	EA	\$7,350.00	\$7,350.00
18" Steel Casing-No casing included at large storm crossing	80	LF	\$105.00	\$8,400.00
18" Jack & Bore	90	LF	\$565.00	\$50,850.00
14" Jack & Bore	75	LF	\$530.00	\$39,750.00
8" Directional Bore	1,540	LF	\$44.70	\$68,838.00
8" PVC Forcemain (DR 18)	6,845	LF	\$25.75	\$176,258.75
4" PVC Forcemain (DR 18)	10	LF	\$17.00	\$170.00
8" DIP Forcemain	50	LF	\$40.50	\$2,025.00
8" Plug Valve Assembly	14	EA	\$1,400.00	\$19,600.00
4" Plug Valve Assembly	1	EA	\$700.00	\$700.00
8" MJ Bend	18	EA	\$ 555.00	\$9,990.00
8" MJ Tee	2	EA	\$ 660.00	\$1,320.00
8" MJ Reducer	1	EA	\$ 495.00	\$495.00
Air release assembly(Below Ground)	3	EA	\$ 5,000.00	\$15,000.00
Demo/Restore Sidewalk	200	LF	\$ 27.75	\$5,550.00
Sod Restoration-Bahia	15,482	SY	\$ 2.45	\$37,930.90
Pressure Testing	8,385	LF	\$ 1.40	\$11,739.00
Demo existing pressur epipe	4,340	LF	\$ 7.30	\$31,682.00
Abandon existing pressure pipe	1,220	LF	\$ 7.90	\$9,638.00
Connect to existing 12" watermain	2	EA	\$ 11,000.00	\$22,000.00
Connect to existing 8" watermain	2	EA	\$4,350.00	\$8,700.00
Connect to existing 6" watermain	1	EA	\$4,350.00	\$4,350.00
20" steel casing	36	LF	\$110.00	\$3,960.00
24" Jack & Bore	360	LF	\$535.00	\$192,600.00
12" Directional Bore	975	LF	\$100.00	\$97,500.00
12" DIP Watermain	5,031	LF	\$66.50	\$334,561.50
8" DIP Watermain	759	LF	\$44.10	\$33,471.90
12" Gate Valve Assembly	15	EA	\$2,350.00	\$35,250.00
8" Gate Valve Assembly	6	EA	\$1,300.00	\$7,800.00
6" Gate Valve Assembly	3	EA	\$925.00	\$2,775.00
12" MJ Bend	12	EA	\$465.00	\$5,580.00

8" MJ Bend	7	EA	\$255.00	\$1,785.00
8" MJ Tee	2	EA	\$1,300.00	\$2,600.00
6" MJ Tee	1	EA	\$290.00	\$290.00
Fire Hydrant Assembly	10	EA	\$4,100.00	\$41,000.00
Relocate Fire Hydrant Assembly	1	EA	\$1,300.00	\$1,300.00
Demo/Restore Sidewalk & Mailboxes	715	LF	\$30.65	\$21,914.75
Sod Restoration-Bahia	12,062	SY	\$2.45	\$29,551.90
Chlorination & Pressure Testing	6,765	LF	\$1.40	\$9,471.00
<b>Total =</b>				<b>\$1,778,970.95</b>

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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Belmond Reserve Development, 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 Belmond Reserve Phase 1; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Belmond Reserve Phase 1 are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Belmond Reserve Phase 1 subdivision within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check 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 CS3250221 \$30,750.00, dated March 19, 2021, with Belmond Reserve Development, LLC as Principal, and Great American Insurance Company as Surety,  
or
  - c. Escrow Agreement, dated N/A \_\_\_\_\_,  
\_\_\_\_\_, between  
\_\_\_\_\_ and the County, or
  - d. Cashier/Certified Check, number N/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 Belmond Reserve Phase 1 at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.


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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

  
\_\_\_\_\_  
Witness' Signature

KYLE SMITH  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Witness' Signature

Kelley Cato Juneau  
\_\_\_\_\_  
Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

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

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

SUBDIVIDER:

By: \_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Signed before a Notary Public and 2 Witnesses)

Jeffery S. Hills  
\_\_\_\_\_  
Name (typed, printed or stamped)

Manager  
\_\_\_\_\_  
Title

111 S. Armenia Avenue, Suite 201  
Tampa, Florida 33609  
\_\_\_\_\_  
Address of Signer

(813) 363-4888  
\_\_\_\_\_  
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this \_\_\_\_\_ day of April, 2021, by Jeffery S. Hills respectively Manager of Belmond Reserve Development, LLC, a limited liability company under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

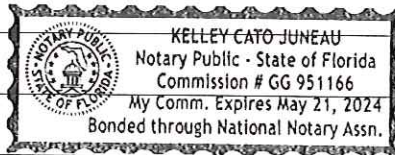
Sign: \_\_\_\_\_ (Seal)

Print: Kelley Cato Juneau

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

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

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



SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Belmond Reserve Development, LLC called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of THIRTY THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$30,750.00) 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 Belmond Reserve Phase 1 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.

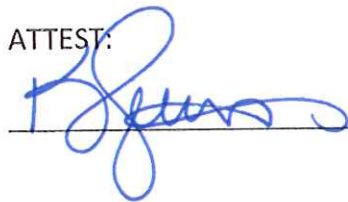
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Belmond Reserve Phase 1 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 11, 2023.

SIGNED, SEALED AND DATED this 19<sup>th</sup> day of March, 2021.

ATTEST:



Belmond Reserve Development, LLC

BY:



PRINCIPAL

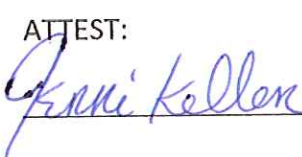
(SEAL)

Great American Insurance Company

SURETY

(SEAL)

ATTEST:



Mary Martha Langley, ATTORNEY-IN-FACT (SEAL)

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

19th

day of

March, 2021



*Stephen C. Beraha*

Assistant Secretary

# Belmond Reserve Phase 1

## Performance Bond Calculation

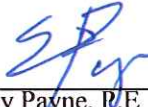
Construction costs for setting Lot Corners

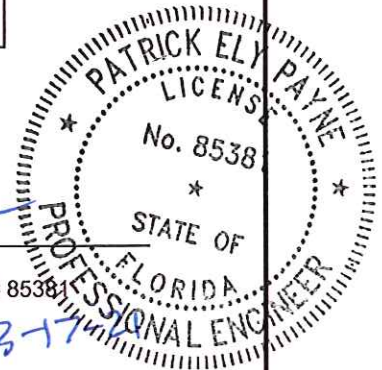
### SUMMARY

Lot Corners	\$24,600.00
Total	\$24,600.00

Performance Bond Amount (125% of total)

\$30,750.00

  
Ely Payne, P.E.  
Florida License # 8538



**Lot Corners**

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$24,600.00	\$24,600.00
			<b>TOTAL =</b>	<b>\$24,600.00</b>