SUBJECT:

Ridgewood West Phase 2 fka Rhodine Road West Phase 2

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

September 8, 2021 Lee Ann Kennedy

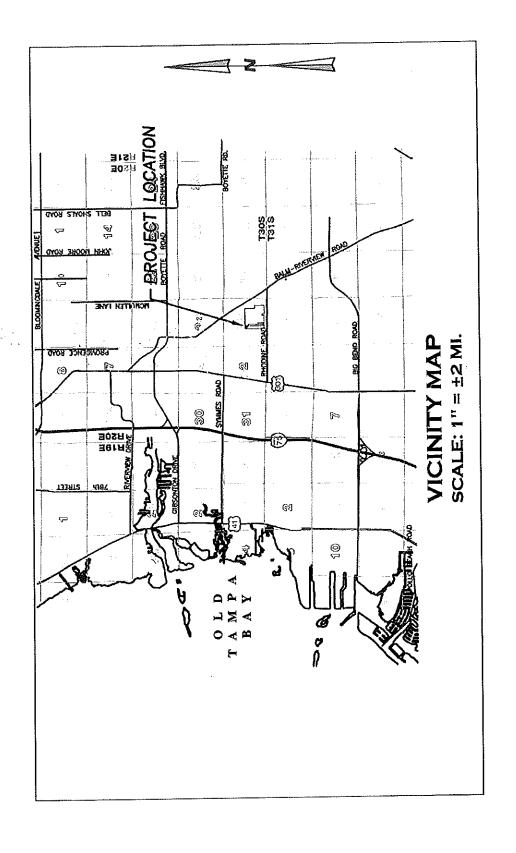
CONTACT:

RECOMMENDATION:

Accept the plat for recording for Ridgewood West Phase 2 fka Rhodine Road West Phase 2, located in Section 33, Township 30, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (Pedestrian/Bicycle Trail) 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 Warranty Bond in the amount of \$2,274.11 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$700.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On March 30, 2021, Permission to Construct Prior to Platting was issued for Ridgewood West Phase 2 fka Rhodine Road West Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is JMBI Real Estate, LLC and the engineer is Absolut Engineering.



SUBDIVIDER'S AGREEMENT FOR WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement made and entered into this 8th day of					
		Witnesseth			
Development C	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, the Subdivider has filed with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to construction, of roads, 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					
WHER platted area; and	•	ouilt and constructed the aforem	entioned improvements in the		
WHER improvements to	EAS, pursuant to the LDC for maintenance as listed b	c, the Subdivider requests the Co elow and identified as applicab	ounty to accept the le to this project:		
		Water Mains/Services Sanitary Sewer Distribution System Sidewalks	Stormwater Drainage SystemsBridges XOther:Pedestrian/Bicycle Trail with Bollards; and		
WHEREAS, the County requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and					
		the Subdivider to submit to the ranty and obligation to repair.	County an instrument		
herein, and to g	THEREFORE, in consider acceptance for mainter County agree as follows:	ation of the intent and desire of nance by the County of the afor	the Subdivider as set forth ementioned improvements, the		
1.	 The terms, conditions and regulations contained in the Hillsborough County LDC, are hereby incorporated by reference and made a part of this Agreement. 				
2.	Ridgewood West Phase resulting from defects in following the date of according The Subdivider further ag such failure, deterioration	workmanship and materials, for eptance of said improvements for grees to correct within the above in, or damage existing in the imp comply with the technical speci	ailure, deterioration or damage r a period of two (2) years or maintenance by the County. e described warranty period any		

The Subdivider agrees to, and in accordance with the requirements of the LDC does

3.

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 Warranty Bond, dated AUGUST 2. as Principal, and ENDURANCE as Surety, or
c.	Escrow Agreement, dated, between and the County or,
d.	Cashier/Certified Check, number, dated, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

- 4. 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 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.
- 5. 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.
- 6. 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 the Engineer-of-Records' Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the County's Development Review Division of Development Services Department, in accordance with all applicable County regulations relating to the construction of the improvement facilities.
- 7. If any article, section, clause or provision of this agreement is 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 will remain in full force and effect.
- 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 day of	s hereto have executed these presents, this 20_21.
	•
Witness Signature Printed Name of Witness Witness Signature Lindley Rodu Printed Name of Witness	SUBDIVIDER: By: Authorized Corporate Officer or Individual (Sign before a Notary Public and 2 Witnesses)) Name (typed, printed or stamped) Title Address of Signer
Printed Name on witness	Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
ATTEST: CLERK OF CIRCUIT COURT BY: Deputy Clerk	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA By: Chair
	APPROVED BY THE COUNTY ATTORNEY BY Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:	
STATE OF Florida	
COUNTY OF POLK	
The foregoing instrument was acknowledged before me this 2021, by Jack M Berry III and	day of August,
respectively President and of	JMBI ROOI Estate UC.
Inc., a corporation under the laws of the state of	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: Vessica Kowaski	_
Title or Rank:	
Serial Number, if any: Notary Public State of Florida Jessica Kowalski My Commission HH 060337	
My Commission Expires:	
INDIVIDUAL ACKNOWLEDGMENT:	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledged before me this	day of
20, by	
NOTARY PUBLIC:	
Sign:(s	seal)
Print:	
Title or Rank:	
Serial Number, if any:	
My Commission Expires:	

WARRANTY BOND

Winter Haven, FL 33880 called the Principal and Endurance Assurance Corporation, 12890 Lebanon Road, Mt. Juliet, TN 37211 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Thousand Two Hundred Seventy-Four and 11/100 (\$2,274.11) 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 (pedestrian/bicycle trail and bollards) for maintenance in the approved platted subdivision known as Ridgewood West Phase 2; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (pedestrian/bicycle trail and bollards) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading and paving 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.

Bond No. EACX4019927

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 <u>pedestrian/bicycle trail and bollards</u> improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <u>Ridgewood West Phase 2</u>, 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 October 8, 2023

SIGNED, SEALED AND DATED this $\underline{2nd}$ day of \underline{August} , $\underline{20}$ $\underline{21}$.

ATTEST:

BY:

Endurance Assurance Corporation

SURETY

(SEAL)

ATTEST:

(SEAL)

James I. Moore

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

State of Illinois}
} ss.
County of DuPage }

On August 2, 2021, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Endurance Assurance Corporation, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires March 23, 2023

Diane M. Rubright, Notary Public

Commission No. 817036

OFFICIAL SEAL DIANE M RUBRIGHT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/23/23



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
Red IM and
Richard Appel; SVR & Senior Counsel
ORPORAL COMM
SEAL S

DELAWARE

By: Local Appel: SWP& Senior Course

1996

By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company

Bond Safeguard
Insurance Company

By: | Colored Sylvania Sylvania

INSURANCE

SEAL)

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by how of each Company.

TE

Amy Taylor, Notary Public

My Commission Expires 5/9/

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof,

autometry and or the whole thereor,

The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

: and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd

_ day of _August ____

20 21

Daniel S. Łońe,

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

RIDGEWOOD WEST PHASE 2 SUBDIVISION SUBDIVISION INFRASTRUCTURE

Engineer's Certification of Total Cost and Quantities

PAVING	\$22,741.14
TOTAL:	\$22,741.14
10% WARRANTY BOND AMOUNT	\$2,274.11
Heather E. Wertz, PB. 7 29-2	

Line # Paving	Item Description	Estimated	Unit	Unit Price	Total Price
1012 1013 1014	Pave 1 1/4" SP-9.5 Asphalt - Sub Road Base Crushed Concrete 08" Pipe Bollards	254 254 5	SY SY SY	\$50.73 \$30.43 \$425.30	\$12,885.42 \$7,729.22 \$2,126.50
		Total Price	for ab	ove Paving Ite	r \$22,741.14

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

_September	eement made and entered into this _8th day of 2021, by and between <u>JMBI Real Estate LLC, 346 East Central</u>
referred to as "Su	Haven, FL 33880 hereinafter abdivider," and Hillsborough County, a political subdivision of the State of Florida, red to as "County."
	Witnesseth
Land Developme	AS, the Board of County Commissioners of Hillsborough County has established a ent Code, as referred to as the "LDC", pursuant to authority contained in Chapters 7 Florida Statutes; and
WHERE. Hillsborough Co	AS, the LDC affects the subdivision of land within the unincorporated areas of unty; and
Commissioners	AS, pursuant to the LDC, the Subdivider has submitted to the Board of County of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision ewood West Phase 2; and
County shall not	AS, a final plat of a subdivision within the unincorporated area of Hillsborough be approved and recorded until the Subdivider has guaranteed to the satisfaction of ot corners will be installed; and
_Ridgewood We	AS, the lot corners required by Florida Statutes in the subdivision known as st Phase 2 are to be installed after recordation of uarantees posted with the County; and
WHERE.	AS the Subdivider agrees to install the aforementioned lot corners in the platted area.
	ORE, in consideration of the intent and desire of the Subdivider as set forth herein, oval of the County to record said plat, the Subdivider and County agree as follows:
	he terms, conditions and regulations contained in the LDC are hereby incorporated by ference and made a part of this Agreement.
kı s C	he Subdivider agrees to well and truly build, construct and install in the platted area nown as _Ridgewood West Phase 2 subdivision within six (6) months from and after the date that the Board of County ommissioners approves the final plat and accepts the performance bond rendered arsuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3.	hereby	The Subdivider agrees to, and in accordance with the requirements of the LDC does ereby deliver to the County an instrument ensuring the performance of the obligations escribed in paragraph 2, above, specifically identified as:		
	a.	Letter of Credit, number, dated, with by order of, or		
	b.	A Performance Bond, dated August 1 2001, with IMBI REAL FORTH as Principal, and ENDURANCE as Surety, or		
	c.	Escrow Agreement, dated, between and the County, or		
	d.	Cashier/Certified Check, number, dated, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.		
		of credit, performance bonds, escrow agreements, or cashier/certified checks and by reference made a part hereof.		
4.	"Subdi of lot of instrum in the f	I the Subdivider seek and the County grant, pursuant to the terms contained in the vision Regulations," an extension of the time period established for installation corners described in paragraph 2, the Subdivider shall provide the County with an nent ensuring the completion within the extended period. The instrument shall be form of a letter of credit, performance bond, escrow agreement, or c/certified check as required by the LDC.		
5.	agreem of insta survey direct of Subdiv	event the Subdivider shall fail or neglect to fulfill his obligations under this nent and as required by the LDC, the Subdivider shall be liable to pay for the cost allation of the lot corners to the final total cost including, but not limited to, ing, engineering, legal and contingent costs, together with any damages, either or consequential, which the County may sustain as a result of the failure of the vider to carry out and execute all of the provisions of this Agreement and the cons of the LDC.		
6.	subdiv 2 compli	ounty agrees, pursuant to the terms contained in the LDC to record the plat of the ision known as _Ridgewood West Phase and at such time as the plat es with the provisions of the LDC and has been approved in a manner as bed therein.		

- If any article, section, clause or provision of this agreement may be deemed or held 7. 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 altered except in writing signed by	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 day of August, 2021	re executed these presents, this					
Witness Signature Printed Name of Witness Witness Signature Undsey Roden Printed Name of Witness	SUBDIVIDER: By: Authorized Corporate Officer or Individual (Sign before a Notary Public) Ack M. Beary Printed Name of Signer Title of Signer					
CORPORATE SEAL (When Appropriate)	345 £. CENTRAL AVE. 338800 Address of Signer 863.324.3698. Phone Number of Signer					
ATTEST: CLERK OF CIRCUIT COURT By: Deputy Clerk	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA By: Chair					

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF POK
The foregoing instrument was acknowledged before me this day of
2071, by Jack M Berry TI
respectively President and of JMB Real Estate (CC
Inc., a corporation under the laws of the state of flow; da 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 Jessica Kowalski
Title or Rank:
Serial Number, if any: Notary Public State of Florida Jessica Kowalski
My Commission Expires: My Commission HH 080337 Expires 11/04/2024
INDIVIDUAL ACKNOWLEDGMENT:
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of
20 , by who is personally known to me or who has
produced as identification and who did take an oath.
NOTARY PUBLIC:
Sign:(seal)
Print:
Title or Rank:
Serial Number, if any:
My Commission Expires:

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we __JMBI Real Estate LLC, 346 East Central Avenue, Winter Haven, FL 33880 called the Principal, and _Endurance Assurance Corporation, 12890 Lebanon Road, Mt. Juliet, TN 37122 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of __Seven Hundred and 00/100 (\$700.00) 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 Ridgewood West

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.

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 Ridgewood West 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 six (6) 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 FU	LL
FORCE AND EFFECT UNTIL	April 8, 2022		

SIGNED, SEALED AND DATED this 2nd day of August, 2021.

possica Konalski

BY:

ATTEST:

(SEAL)

James I. Moore

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

State of Illinois}
} ss.
County of DuPage }

On August 2, 2021, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Endurance Assurance Corporation, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires March 23, 2023

Diane M. Rubright, Notary Public

Commission No. 817036

OFFICIAL SEAL DIANE M RUBRIGHT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/23/23



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation Endurance American Lexon Insurance Company Richard Appel; SVR-8, Senior Counsel Richard Appel: Richard Appel: enior Counsel 2002 1996 ACKNOWLEDGEMENT

Bond Safeguard Insurance Compar

Richard Appel; SVP ARD INSUA

SOUTH DAKOTA INSURANCE

My Commission Expires 5/9/23

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is attrafficer of each Company of each Com of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by www of each Company.

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof,
- 2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd

day of August 20 21

Taylor, Nota

retary

NOTICE: U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.



SURVEYORS COST ESTIMATE FOR MONUMENTATION

July 29, 2021

Re: Ridgewood West Phase 2

To whom it may concern,

The following is Geopoint Surveying, Inc. cost estimate for the placement of Lot Corners and Permanent Control Points (PCP's) for the above referenced project on a one-time basis for the purpose of bonding.

7 Lots at \$80.00 each = \$560.00 x 1.25% = \$700.00

Sincerely, Geopoint Surveying, Inc.

David A. Williams, PSM

Professional Surveyor and Mapper # 6423

RIDGEWOOD WEST PHASE 2

BEING A REPLAT OF PARCEL A AND PARCEL B OF RIDGEWOOD WEST AS RECORDED IN PLAT BOOK 138, PAGE 10, TOGETHER WITH PARCEL A AND PARCEL B OF RIDGEWOOD AS RECORDED IN PLAT BOOK 137 AND PAGE 150, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

PAREZI, A (DACLIO-MENT ARD) AND PAREZI, DI (DACLIO-MENTA ARDA), RIDCENDOD WEST, ACCROBING TO THE PAST THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE O THROUGH 14, ROLLING, OY THE PUBLIC RECORDS OF HILLSOROUGH COMPIT, FLOREA.

TOCETHER WITH:

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CONTAINING 1.06 ACRES COMBINED, MORE OR LESS

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CLERK OF THE CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

I HEREDY CERTRY THAT THE SUBDIVISION PLAT METER THE REQUIREDIDITS, IN RECORD OF METER TOT, PART 1 OF FLORIBLE, MAD THE PUBLIC RECORDS OF MELEOPROVISH COURTY, FLORIBLY.

CLERK OF CIRCUIT COURT

DEPUTY CLURK

CLERK FILE NUMBER

BOARD OF COUNTY COMMISSIONERS: THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

Z. CHAIRIAN

PLAT APPROVAL:
THE PLAT INSTITUTE SECTION THE PLAT INSTITUTE SECTION THE PLAT INSTITUTE SECTION TO SHAPER CONFINENT: THE OCCUMENT CHAIN INSTITUTE SECTION VIRTHER.

I, THE UNDCRIGNUD SURPLING, HIDEBY CERTIY THAT THE PLATTID SUBDANSION IS A CORRECT NEWSTRAND FOR THE OWN BRIEF SUBDANCED. THAT THE PLAY GONDHULS WITH ALL THE REQUIREMENT OF THE SUBSTRAND STANTING, AND A COUNTY LAND SUBPLANDING; THAT THE PLAY GONDHULS WITH ALL STANDING STANDING, SUBSTRANDING SUBSTRANDING

SURVEYOR'S CERTIFICATION

RDADKO BY: TUDBIN PROTESTIONAL SURVING NO WAPER, LICENSE # SUNCY SECTION, GESSPATIAL & LAWD ACQUISMON SERVICES DEPARTMENT, MILESPORGUEN COUNTY

DEDICATION:

THE UNDERGINED, AS OWNER OF THE LANDS PLATED MOTEUN TO HORUPY DEDICATE THIS PLAT OF BLIGGEROOD WEST BLASS. 2 FOR RECORD, PLATINGS, THE OWNER DOES HORDEN DEDICATE TO PUBLIC USE, ALL DASDLOTTS DESIGNATED ON THE PLAT AS "PUBLIC". THE UNDERSIONED SURFIER WAYE THE FOLLOWING DEDICATIONS AND RESONANDLYS.

PRIVATE DRUNKEE DEBLENTS ARE HERGEN RESERVED ON THE OWNER FOR CONNECTANCE TO A MOMEOWNER'S ASSOCIATION, COMMUNITY DEFECTOR HER OFFICE, OR OFFICE ASSOCIATION DAMPHONEE DRITT SUBSTITUTION TO THE RECEIPTION OF THIS YELLY, FOR THE BRUTTH OF THE LOF OWNERS WITHIN THIS SUBDIVISION, SAD EXCERNING ARE NOT NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MARTANED.

INVER DOCS FURTHER DEDICATE TO THE PUBLIC IN CIDIERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON POR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO. PRIVITE DRAINGE CASDIDING ARE SUBJECT TO ANY AND ALL EASDWENTS AND RIGHTS—OF—WAY DEDICATED TO PUBLIC USE AS SHOWN ON THE PLAT.

OWNER JAKE REAL ESTATE, ILC, A PLORIDA LIMITED LIABILITY COMPANY

BY: JACK M. BERRY, III, MANAGER

WITNESS

COUNTY OF HILLSBOROUGH ACKNOWLEDGMENT STATE OF FLORIDA

SYORN TO AND SUBSCRIBED BEFORE ME, BY MENUS OF PAYSIOU, PRESENCE, THIS DAY OF MENUTY APPLYED MENU, IN DEBRY, II AS MANGER, OF MAIL ROLL TEXTE, LIC. A FORBIOA LANTED LASTING COMPANY, WHO IS PERSONALTY KNOWN TO WE OR HAS PRODUCED ASSOCIATION. AS DESCRIBED AND MENUTY AND PRODUCED ASSOCIATION.

Notary Public

Expired Commission No.:

"Surveying, Inc. GeoPoint

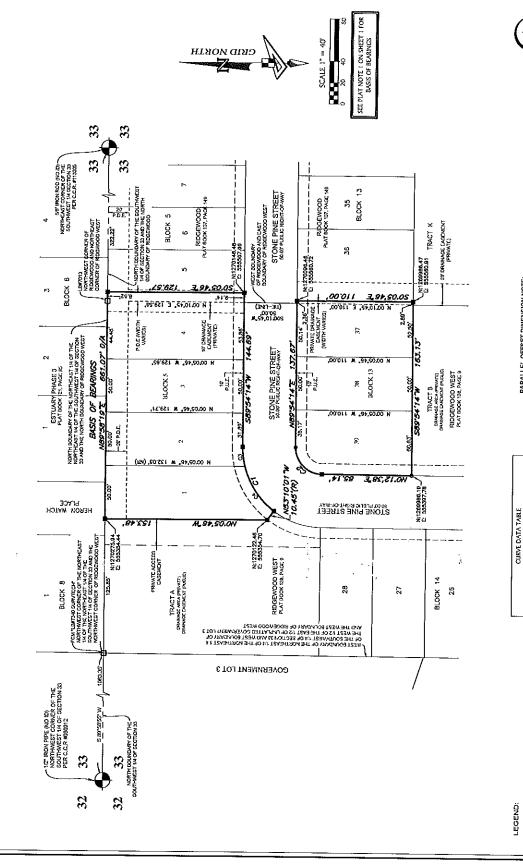
213 Hobbs Street Phone; (813) 248-8288 Tampa, Florida 32619 Fax: (813) 246-2266 www.gcopolnisurvey.com Lemma lesinon Number LI 771/8

SHEET 1 OF 2 SHEETS

Dovid A. Williams, Jr., (Lemma No. 150422)
FLORICA PROFESSIONAL SUR-COR AND MAPPER
GEOPANT SURFECTION, 3NC.
213 HORES STREET TAMPA, FLOREDA, 33619
LICENSED BUSINESS NUMBER IB 7708

RIDGEWOOD WEST PHASE 2

BEING A REPLAT OF PARCEL A AND PARCEL B OF RIDGEWOOD WEST AS RECORDED IN PLAT BOOK 138. PAGE 10, TOGETHER WITH PARCEL A AND PARCEL B OF RIDGEWOOD AS RECORDED IN PLAT BOOK 137 AND PAGE 150, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

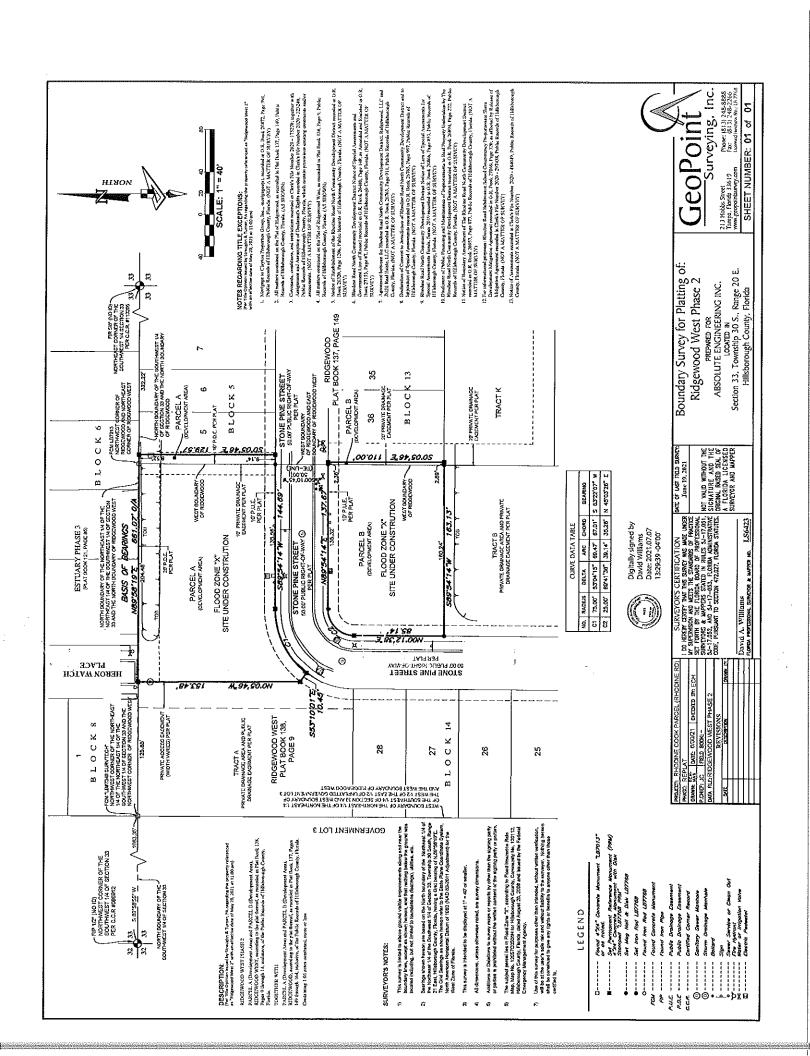


| NO | NAGUA | DELTA | ANC | CHONGO | DEAMHOL | C1 | 75.00' | A15.04' | P.04.7' | P.7.01' | S 02.22'07' | W | C2 | 25.00' | B1.7'32 | P.3.4' | S.3.1' | S 02.2'07' | W | C3 | 75.00' | 14.0' | P.3.4' | B1.40' | S 02.0'0.2' | W | C4 | 75.00' | 30.75'33' | P.3.6' | S 0.00' | S 02.0'2' | W

GeoPoint

Surveying, Inc.
213 Hobbs Street
Timps Fordia 23.619 Fac. (8) 21.248-5828
WWW-gespotistury-com kennex hamere 11.7748

SHEET 2 OF 2 SHEETS





Preparing Students for Life

Certificate of School Concurrency

Project Name	Rhodine Road West Phase 2		
Jurisdiction	Hillsborough County		
Jurisdiction Project ID Number	PID # 5615		
HCPS Project ID Number	SC-781		
Parcel / Folio Number(s)	077345.9352		
Project Location	N. of Rhodine Road, West of Balm-Riverview Road, Riverview		
Dwelling Units & Type	7 Single-family detached		
Applicant			

School Concurrency Analysis					
School Type	Elementary	Middle	High	Total Capacity Reserved	
Students Generated	2	1	1	4	

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Renée M. Kamen, AICP Manager, Planning & Siting

Growth Management Department

E: Renee.Kamen@hcps.net

P: 813.272.4083

January 11, 2021 Date Issued