

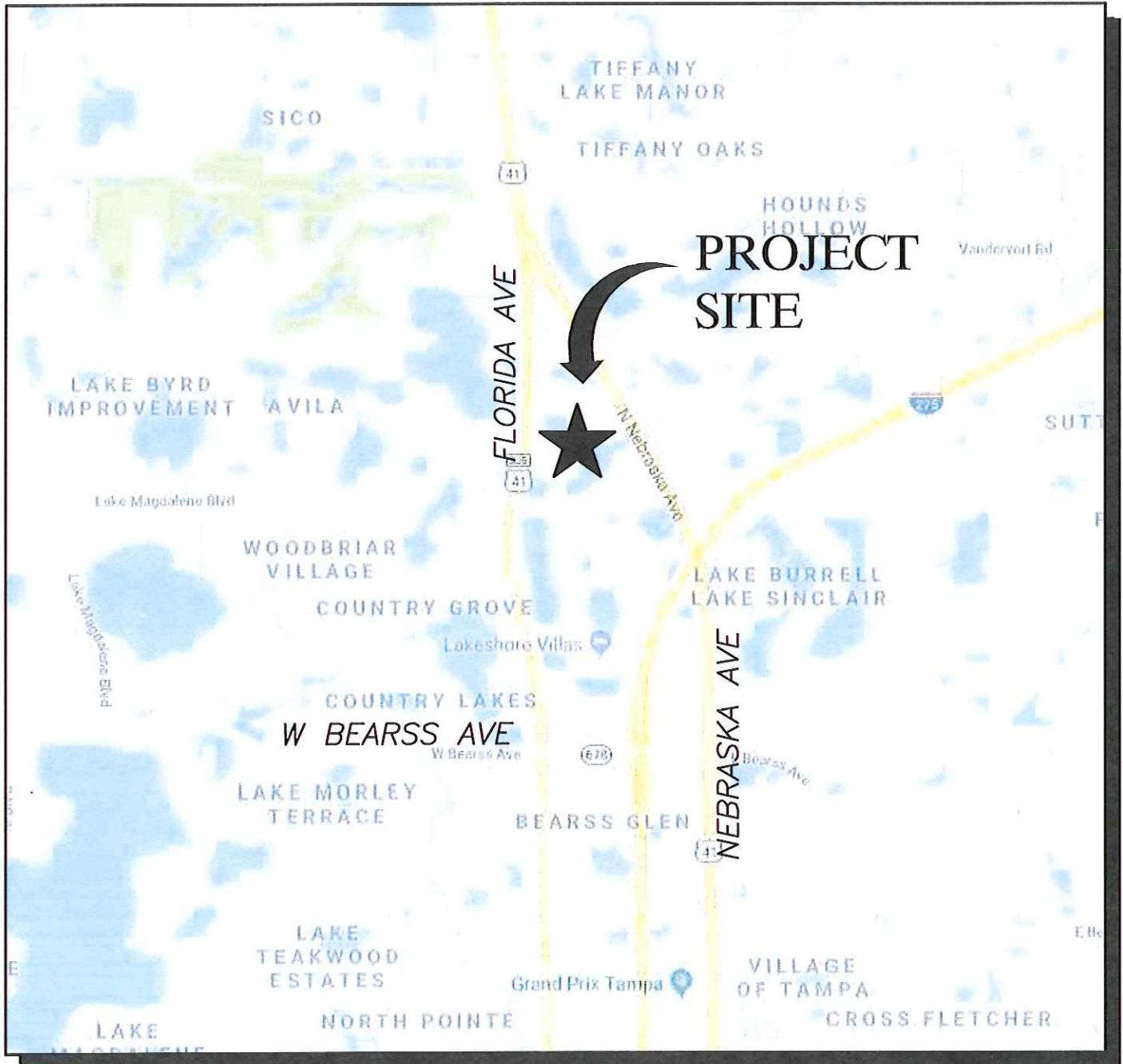
SUBJECT: Villas del Lago Phase 2
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 8, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Villas del Lago Phase 2, located in Section 25, Township 27, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (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 Check in the amount of \$3,750.00, Warranty Checks in the amount of \$3,344.00 and \$6,364.00, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Check for Placement of Lot Corners in the amount of \$2,000.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On September 21, 2019, Permission to Construct Prior to Platting was issued for Villas del Lago Phase 2. The developer has submitted the required Checks, which the County Attorney's Office has reviewed and approved. The developer is VDL Lots, LLC and the engineer is Fuxan Engineering, Inc.



VICINITY 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 VDL Lots, 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 Villas del Lago Phase 2; and

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

WHEREAS, the improvements required by the LDC in the subdivision known as Villas del Lago Phase 2 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 Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

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

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

<input type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input type="checkbox"/> Drainage System
<input checked="" type="checkbox"/> Sanitary Gravity Sewer System	<input type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:

and

WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Villas del Lago Phase 2 Subdivision, within five (5) 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 in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty water mains/services and sanitary gravity sewer system located in Villas del Lago Phase 2 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 _____ of _____

 - b. A Performance Bond, dated _____ with _____ as Principal, and _____ Insurance Company as Surety, and

A Warranty Bond, dated _____ with _____ as Principal, and _____ Insurance Company as Surety, and

 - c. Cashier/Certified Checks, Number 1037606, dated January 05, 2021 and Number 1037607, dated January 05, 2021, 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.

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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 Services Department; and

 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the

extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Villas del Lago Phase 2 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 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 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 five (5) 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 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 27 day of January, 2021.

ATTEST:

Vanderlyn Brown

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

Vanderlyn Brown

Printed Name of Witness

Kimberly Best

Witness' Signature

Kimberly Best

Printed Name of Witness

SUBDIVIDER:

By: _____
Authorized Corporate Officer or Individual

Timothy F. Mobley
Name (typed, printed or stamped)

Managing Member of VDL Lots, LLC
Title

14824 North Florida Ave Tampa, FL. 33613
Address of Signer

(813) 968-8770
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair.

Client Name

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 27 day of January, 2021, by Timothy Mobley and _____ respectively Managing Member and _____ of Vbk Lots, LLC,

Inc., a corporation 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.

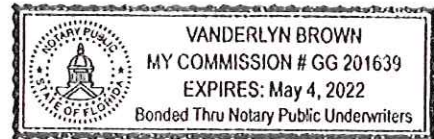
NOTARY PUBLIC:

Sign: Vanderlyn Brown (Seal)

Print: Vanderlyn Brown

Title or Rank: _____

Serial Number, if any: _____



My Commission Expires: _____

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: _____

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE
REQUIRED BEFORE AN ORIGINAL CHECK OF THIS BANK
WILL BE REPLACED OR RETURNED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.



P.O. BOX 966
CONWAY, AR 72033

1037607

REMITTER
K EAR 184 LLC

DATE 01/05/2021

81-275/829
2000040

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

\$3,750.00

Three Thousand Seven Hundred Fifty Dollars AND 00 Cents

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

FOR: WILMS DEL LHSO PHASE 2
CASHIER'S CHECK

[Handwritten Signature]

⑈ 1037607⑈ ⑆ 082902757⑆

2000040⑈

MP MP

APPROVED BY THE COUNTY ATTORNEY

BY *[Signature]*
Approved As To Form And Legal Sufficiency.

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE
REQUIRED BEFORE AN OFFICIAL CHECK OF THIS BANK
WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.



P.O. BOX 966
CONWAY, AR 72033

1037606

REMITTER
K EAR 194 LLC

DATE 01/05/2021

81-275/829
2000040

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

\$3,344.00

Three Thousand Three Hundred Forty Four Dollars AND 00 Cents

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

CASHIER'S CHECK

⑈ 1037606⑈ ⑈ 082902757⑈ 2000040⑈

MP MP

APPROVED BY THE COUNTY ATTORNEY

BY Approved As To Form And Legal Sufficiency.

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE
REQUIRED BEFORE AN OFFICIAL CHECK OF THIS BANK
WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.



P.O. BOX 966
CONWAY, AR 72033

103767.4

REMITTER
K 508 124 LLC

DATE 05/05/2021

81-275/829
2000040

PAY TO THE ORDER OF Hillsborough County BODC

\$6,364.00

Six Thousand Three Hundred Sixty Four Dollars AND 00 Cents



THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

VDL LOTS LLC
CASHIER'S CHECK

[Handwritten Signature]

⑆ 1037674 ⑆

⑆082902757⑆

2000040⑆

APPROVED BY THE COUNTY ATTORNEY

BY *[Handwritten Signature]*
Approved As To Form And Legal Sufficiency.

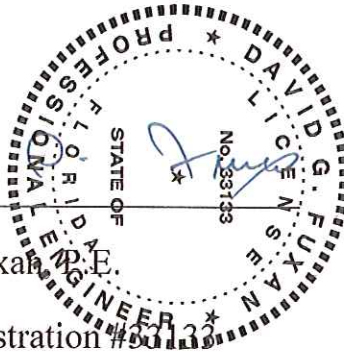
Villas del Lago Phase 2

ENGINEERS CONSTRUCTION COST ESTIMATE FOR PERFORMANCE

Based on Griffin Construction Costs

Roadway \$3,000

Performance Guarantee Amount $\$3,000 \times 125\% = \underline{\$3,750}$



David G. Fuxana, P.E.

Florida Registration #33133

1-14-2021

Villas del Lago Phase 2

ENGINEERS CONSTRUCTION COST ESTIMATE FOR WARRANTY

Based on Griffin Construction Costs

Water Distribution \$33,435.59

Warranty Guarantee Amount $\$33,435.59 \times 10\% = \underline{\$3,344}$

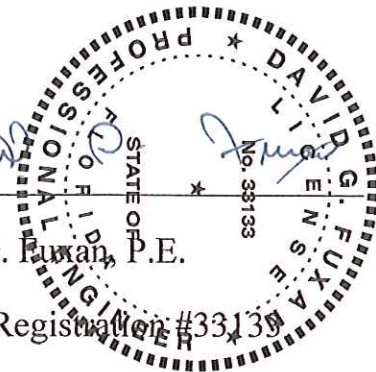

David G. Fuxa, P.E. 1-14-2021
Florida Registration #33133

Exhibit "A"

Villas Del Lago

Griffin Civil Construction, LLC
 5230 Land O Lakes Blvd Unit 709
 Land O Lakes, FL 34639

9/9/2019

Griffin Civil Construction is please to provide Labor, Equipment, and Materilas to develop this project as per plans and specs.

Description Of Work	Unit	Quantity	Unit Price	Total
General Conditions				
Mobilization	LS	1	\$ 48,578.00	\$ 48,578.00
Silt Fence	LF	6800	\$ 2.00	\$ 13,600.00
Clearing & Grubbing	AC	14	\$ 7,750.00	\$ 108,500.00
Earth Work				
Striping	CY	7453	\$ 4.50	\$ 33,538.50
Cut/Fil to Balance Site and Export Excess Fill	LS	1	\$ 99,785.00	\$ 99,785.00
Grade Site	SY	26500	\$ 2.25	\$ 59,625.00
Construction of Retaining Wall Anchor block	SF	225	\$ 39.83	\$ 8,961.75
Grading and sodding of Ponds & Common Areas	SY	7000	\$ 4.75	\$ 33,250.00
Sanitary Sewer				
Sanitary - C900 8" 14'-15'	LF	60	\$ 178.73	\$ 10,723.80
Sanitary SDR-26	LF	2200	\$ 38.00	\$ 83,600.00
Manhole 14'-15'	EA	1	\$ 7,580.00	\$ 7,580.00
Manhole 10'-12'	EA	2	\$ 4,965.00	\$ 9,930.00
Manhole 8'-10'	EA	4	\$ 4,200.00	\$ 16,800.00
Manhole 6'-8'	EA	1	\$ 3,200.00	\$ 3,200.00
Manhole 4'-6'	EA	4	\$ 2,679.47	\$ 10,717.88
Force Main 4"	LF	880	\$ 25.50	\$ 22,440.00
10"X 4" Wet Tap	LF	1	\$ 5,555.33	\$ 5,555.33
Sanitary Service Double	EA	35	\$ 527.06	\$ 18,447.10
Lift Station	LS	1	\$ 199,093.36	\$ 199,093.36
Water Distribution				
Offsite Water Line				
MOT	LS	1	\$ 6,500.00	\$ 6,500.00
Restrained CI50 Dip 6" & Fittings	LF	108	\$ 84.34	\$ 9,108.72
12"X 6" Wet Tap	LS	1	\$ 10,102.75	\$ 10,102.75
Temporary Backflow Assembly	EA	1	\$ 9,956.25	\$ 9,956.25
Jack & Bore 10" Steel Casing	LF	78	\$ 898.85	\$ 70,110.30
On Site Water - Phase I				
6" C900 Water Main	LF	2000	\$ 57.00	\$ 114,000.00
Single Service	EA	11	\$ 424.59	\$ 4,670.49

Double Service	EA	17	\$	493.52	\$	8,389.84	
Fire Hydrant	EA	1	\$	4,223.92	\$	4,223.92	
On Site Water - Phase II		WARRANTY					
6" C900 Water Main	LF	380	\$	57.00	\$	21,660.00	
Single Service	EA	5	\$	424.59	\$	2,122.95	\$33,435.59
Double Service	EA	11	\$	493.52	\$	5,428.72	
Fire Hydrant	EA	1	\$	4,223.92	\$	4,223.92	
Storm Drainage							
6" Underdrain	LF	805	\$	18.21	\$	14,659.05	
Inlet Type 1	EA	6	\$	3,541.90	\$	21,251.40	
Inlet Type 2	EA	3	\$	2,468.18	\$	7,404.54	
Type P Manhole	EA	2	\$	3,169.83	\$	6,339.66	
Control Structure	EA	2	\$	4,877.36	\$	9,754.72	
42" RCP	LF	188	\$	130.00	\$	24,440.00	
36" RCP	LF	200	\$	126.43	\$	25,286.00	
30" RCP	LF	188	\$	105.45	\$	19,824.60	
24" RCP	LF	841	\$	63.67	\$	53,546.47	
18" RCP	LF	85	\$	83.18	\$	7,070.30	
42" MES	EA	1	\$	3,869.15	\$	3,869.15	
30" MES	EA	2	\$	2,648.06	\$	5,296.12	
Paving (Phase I)							
Type D Curb	LF	198	\$	12.50	\$	2,475.00	
Miami Curb / Drop Curb	LF	2940	\$	12.58	\$	36,985.20	
Sidewalks	SF	1643	\$	4.25	\$	6,982.75	
6' ADA Ramps	EA	3	\$	1,275.00	\$	3,825.00	
Asphalt Roadway	SY	3879	\$	10.58	\$	41,039.82	
Road Base 10" Crushed Concrete	SY	4623	\$	15.30	\$	70,731.90	
Signage & Striping	LS	1	\$	4,587.25	\$	4,587.25	
Paving (Phase II)		PERFORMANCE ONLY					
Type F Curb	LF	100	\$	17.98	\$	1,798.00	
Miami Curb / Drop Curb	LF	2460	\$	12.58	\$	30,946.80	
Sidewalks	SF	8007	\$	5.75	\$	46,040.25	
Asphalt Roadway	SY	3021	\$	10.58	\$	31,962.18	
Road Base 10" Crushed Concrete	SY	5027	\$	15.30	\$	76,913.10	
Signage & Striping	LS	1	\$	3,000.00	\$	3,000.00	
						\$	1,620,452.84

Villas del Lago Phase 2

ENGINEERS CONSTRUCTION COST ESTIMATE FOR WARRANTY

Based on Griffin Construction Costs

Sanitary Sewer \$63,635

Warranty Guarantee Amount \$63,635 x 10% = \$6,364

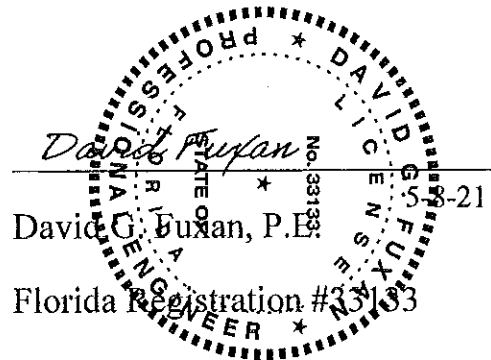


Exhibit "A"

Villas Del Lago

Griffin Civil Construction, LLC
 5230 Land O Lakes Blvd Unit 709
 Land O Lakes, FL 34639

9/9/2019

Griffin Civil Construction is please to provide Labor, Equipment, and Materilas to develop this project as per plans and specs.

Description Of Work	Unit	Quantity	Unit Price	Total
General Conditions				
Mobilization	LS	1	\$ 48,578.00	\$ 48,578.00
Silt Fence	LF	6800	\$ 2.00	\$ 13,600.00
Clearing & Grubbing	AC	14	\$ 7,750.00	\$ 108,500.00
Earth Work				
Striping	CY	7453	\$ 4.50	\$ 33,538.50
Cut/Fil to Balance Site and Export Excess Fill	LS	1	\$ 99,785.00	\$ 99,785.00
Grade Site	SY	26500	\$ 2.25	\$ 59,625.00
Construction of Retaining Wall Anchor block	SF	225	\$ 39.83	\$ 8,961.75
Grading and sodding of Ponds & Common Areas	SY	7000	\$ 4.75	\$ 33,250.00
Sanitary Sewer				
TOTAL PHASE 2 SANITARY SEWER				\$63,635
Sanitary - C900 8" 14'-15'	LF	60	\$ 178.73	\$ 10,723.80
Sanitary SDR-26	LF	848 2200	\$ 38.00	\$ 83,600.00 32,224
Manhole 14'-15'	EA	1	\$ 7,580.00	\$ 7,580.00
Manhole 10'-12'	EA	1 2-	\$ 4,965.00	\$ 9,930.00 4,965
Manhole 8'-10'	EA	2 4-	\$ 4,200.00	\$ 16,800.00 8,400
Manhole 6'-8'	EA	1 1	\$ 3,200.00	\$ 3,200.00 3,200
Manhole 4'-6'	EA	2 4-	\$ 2,679.47	\$ 10,717.88 5,359
Force Main 4"	LF	880	\$ 25.50	\$ 22,440.00
10"X 4" Wet Tap	LF	1	\$ 5,555.33	\$ 5,555.33
Sanitary Service Double	EA	18 35	\$ 527.06	\$ 18,447.10 9,487
Lift Station	LS	1	\$ 199,093.36	\$ 199,093.36
Water Distribution				
Offsite Water Line				
MOT	LS	1	\$ 6,500.00	\$ 6,500.00
Restrained CI50 Dip 6" & Fittings	LF	108	\$ 84.34	\$ 9,108.72
12"X 6" Wet Tap	LS	1	\$ 10,102.75	\$ 10,102.75
Temporary Backflow Assembly	EA	1	\$ 9,956.25	\$ 9,956.25
Jack & Bore 10" Steel Casing	LF	78	\$ 898.85	\$ 70,110.30
On Site Water - Phase I				
6" C900 Water Main	LF	2000	\$ 57.00	\$ 114,000.00
Single Service	EA	11	\$ 424.59	\$ 4,670.49

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

This Agreement made and entered into this _____ day of _____ 2021, by and between VDL Lots, 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 Villas del Lago Phase 2; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Villas del Lago Phase 2 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, ~~WHEREAS~~ 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 Villas del Lago Phase 2 subdivision within five (5) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance guarantee rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, Number _____
dated _____
with _____
by order of _____, or _____
 - b. A Performance Bond, dated _____, with _____,
as Principal, and _____ Insurance Company as Surety,
or _____
 - c. Escrow Agreement, dated _____
_____, between _____
and the County, or _____
 - d. Cashier/Certified Check, Number 1037608, dated January 05, 2021 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 Villas del Lago Phase 2 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 27 day of January, 2021.

ATTEST:

Vanderlyn Brown
Witness Signature

Vanderlyn Brown
Printed Name of Witness

Kimberly Best
Witness Signature

Kimberly Best
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

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

Timothy Mobley
Printed Name of Signer

Managing Member of VDL Lots, LLC
Title of Signer

14824 North Florida Ave Tampa, FL. 33613
Address of Signer

(813) 968-8770
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

Subdivider Agreement for Performance - Placement of Lot Corners.doc

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 27 day of January, 2021, by Timothy Mobley and _____,

respectively Managing Member and _____ of VOL Lots, LLC,

Inc., a corporation 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.

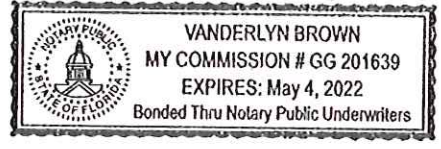
NOTARY PUBLIC:

Sign: Vanderlyn Brown (Seal)

Print: Vanderlyn Brown

Title or Rank: _____

Serial Number, if any: _____



My Commission Expires: _____

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: _____

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE
REQUIRED BEFORE AN OFFICIAL CHECK OF THIS BANK
WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.



P.O. BOX 986
CONWAY, AR 72033

1037608

REMITTER
K BAR 184 LLC

DATE 01/05/2021

81-275/829
2000040

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

\$2,000.00

Two Thousand Dollars AND 00 Cents

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



CASHIER'S CHECK

[Handwritten Signature]

MP

⑆ 1037608 ⑆ ⑆ 08 290 2757 ⑆ 2000040 ⑆

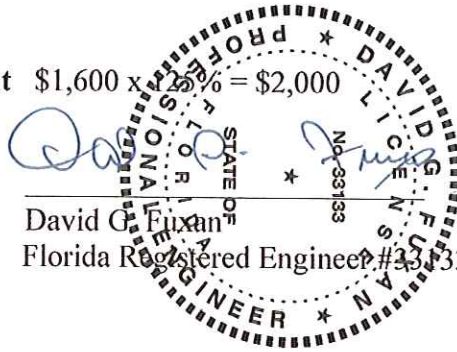
APPROVED BY THE COUNTY ATTORNEY

BY *[Signature]*
Approved As To Form And Legal
Sufficiency.

**Villas del Lago Phase 2
Engineers Cost Estimate
Performance Guarantee Amount for Lot Corners and PCP's**

The fee to set the Lot Corners and Permanent Control Points (PCP's) as required on the plat is \$1,600.

Performance Guarantee Amount \$1,600 x 25% = \$2,000



David G. Fuxan
Florida Registered Engineer #33133

1-14-2021

VDL Lots, LLC 14824 N. Florida Ave.

April 14, 2021

VDL Lots, LLC

Regarding: Villas del Lago Phase 2 – The subdivider is VDL Lots, LLC but the check remitter is K Bar 184, LLC. We'd need a letter from VDL Lots authorizing the return of the funds to K Bar 184, LLC with the address for K Bar.

To Whom It May Concern,

VDL Lots, LLC hereby authorizes return of the funds mentioned above to K-Bar 184, LLC the address is 14824 N. Florida Avenue – Tampa, FL 33613

Sincerely,

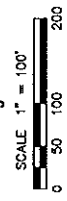
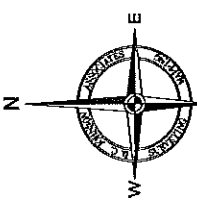
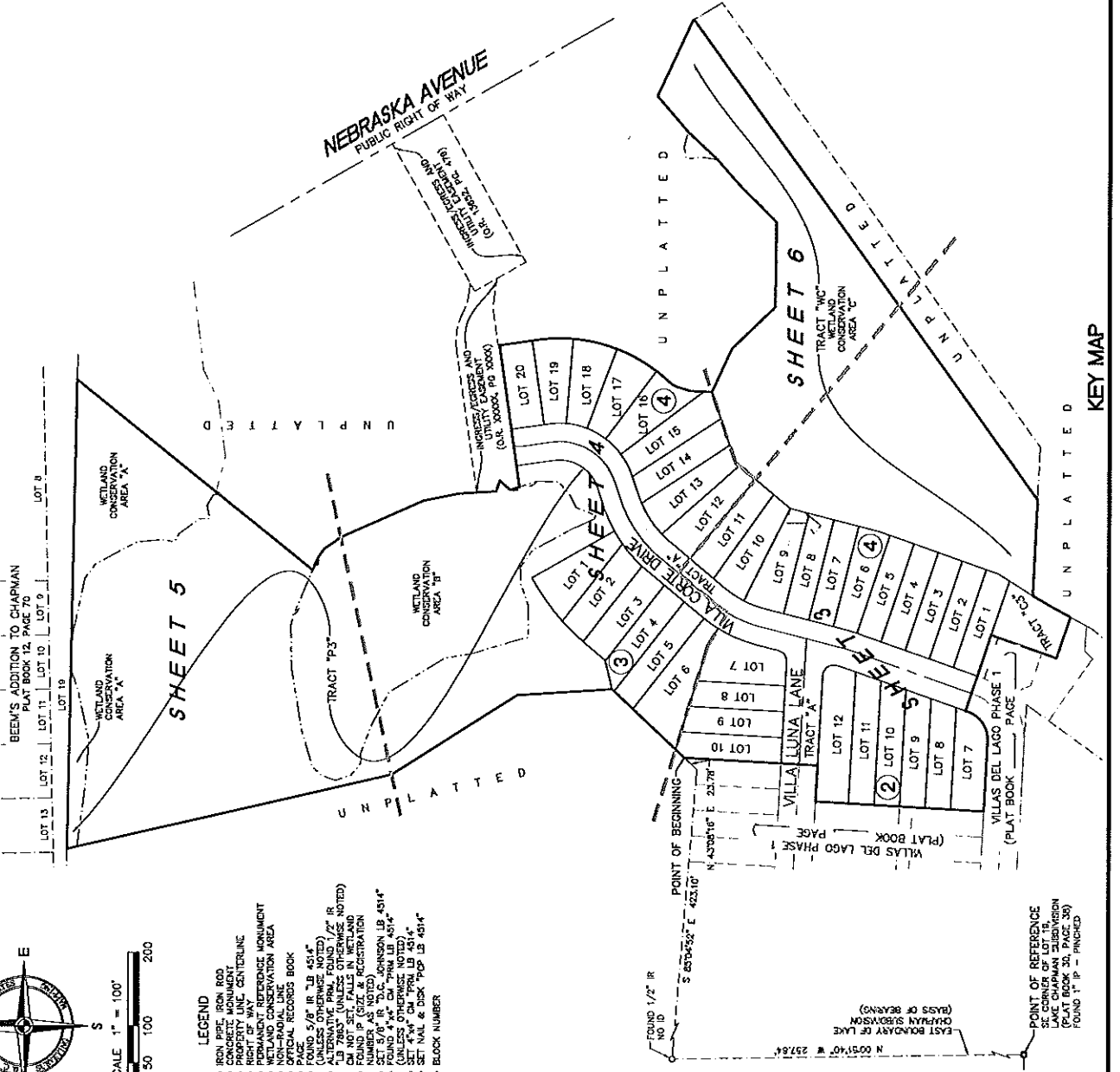


Jamie L Goodman
Vice President
VDL Lots, LLC

14824 N. Florida Ave. Tampa, FL 33613

VILLAS DEL LAGO PHASE 2

A Subdivision of a Portion of
Section 25, Township 27 South, Range 18 East
Hillsborough County, Florida



- LEGEND**
- IP - IRON PIPE IRON ROD
 - CM - CONCRETE MONUMENT
 - SM - SURVEY MONUMENT
 - R/W - RIGHT OF WAY
 - PRM - PERMANENT REFERENCE MONUMENT
 - W.C.A. - WETLAND CONSERVATION AREA
 - D.R. - OFFICIAL RECORDS BOOK
 - P.C. - PAGE
 - O - BLOCK NUMBER
 - - ALTERNATIVE PRM, FOUND 1/2" IR
 - LB 7983" (UNLESS OTHERWISE NOTED)
 - NUMBER AS NOTED
 - SET 5/8" IR, D.C. JOHNSON LB 4514"
 - (UNLESS OTHERWISE NOTED)
 - SET 4" x 4" CH "PRM LB 4514"
 - SET "NAIL & DISK" "PDP LB 4514"
 - BLOCK NUMBER

POINT OF REFERENCE
SE CORNER OF LOT 19
WETLAND CONSERVATION AREA
(PLAT BOOK 30, PAGE 30)
FOUND 1" IP - FINCHED

KEY MAP

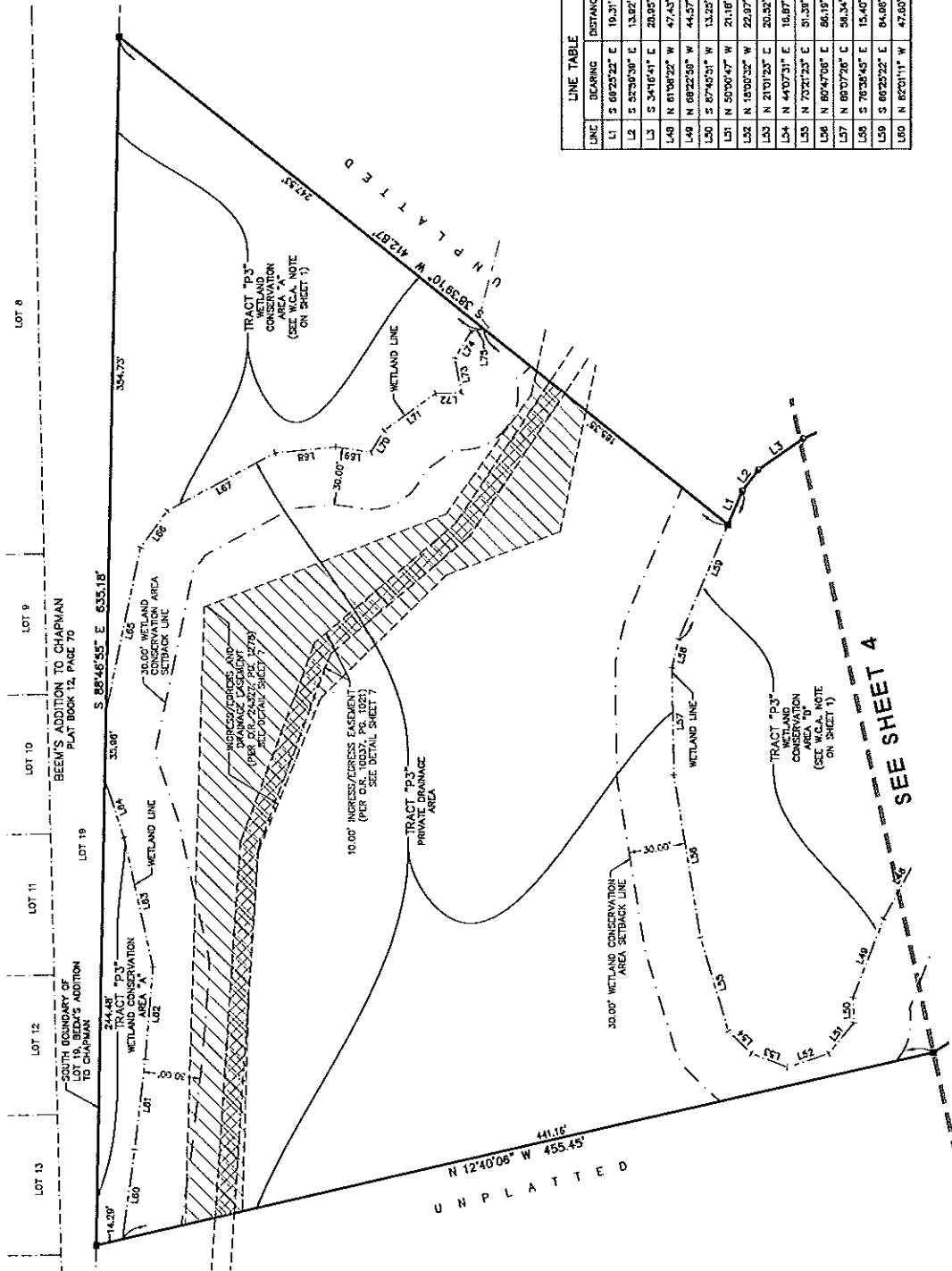
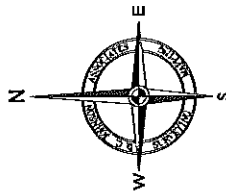
VILLAS DEL LAGO PHASE 2

A Subdivision of a Portion of
Section 25, Township 27 South, Range 18 East
Hillsborough County, Florida

PLAT BOOK
PAGE
SHEET 5 OF 7

LEGEND

- IP - IRON PIPE, IRON ROD
- CP - CEMENT PIPE
- PL - PROPERTY LINE, CENTERLINE
- R/W - RIGHT OF WAY
- PRM - PERMANENT REFERENCE MONUMENT
- W - WETLAND
- (N/A) - NON-ADJACENT AREA
- O.R. - OFFICIAL RECORDS BOOK
- PC - PLAT
- PA - PLAT
- 5/0° IR "1.9 4514"
- (UNLESS OTHERWISE NOTED)
- ALTERNATIVE PRM FOUND 1/2" IR
- CH NOT SET, FALLS IN WETLAND
- FOUND IP (SIZE & REISTRATION)
- NUMBER "A" NOTED
- FOUND "A" CH "PRM LB 4314"
- (UNLESS OTHERWISE NOTED)
- FOUND "A" CH "PRM LB 4314"
- SET NAIL & BRK TOP LB 4314"
- ② - BLOCK NUMBER
- 10.00' INGRESS/EGRESS CASDMONT
- 30.00' WETLAND CONSERVATION AREA
- INGRESS/EGRESS/ DRAINAGE CASDMONT
- (O.R. 24327, PG. 127B)



LINE	BEARING	DISTANCE
L1	S 86°25'22" E	19.31'
L2	S 52°59'59" E	13.62'
L3	S 34°16'41" E	28.95'
L4	N 81°08'22" W	47.45'
L49	N 69°22'59" W	44.57'
L51	N 53°00'47" W	21.16'
L52	N 19°00'32" W	22.97'
L53	N 21°01'23" E	20.32'
L54	N 44°07'31" E	18.87'
L55	N 73°21'23" E	51.38'
L56	N 60°47'08" E	86.19'
L57	N 60°07'28" E	56.34'
L58	S 76°26'45" E	15.40'
L59	S 86°25'22" E	84.08'
L60	N 62°01'11" W	47.68'

LINE	BEARING	DISTANCE
L61	N 83°07'31" W	47.60'
L62	N 84°50'31" W	48.54'
L63	S 77°26'48" W	66.78'
L64	S 71°01'50" W	32.00'
L65	N 77°49'29" W	87.64'
L66	N 53°26'20" W	24.01'
L67	N 27°32'48" W	84.83'
L68	N 03°07'28" W	32.20'
L69	N 00°24'00" E	10.90'
L70	N 58°31'05" W	13.27'
L71	N 33°27'02" W	33.69'
L72	N 00°30'35" W	13.88'
L73	S 78°37'07" W	18.68'
L74	N 59°25'28" W	16.57'
L75	N 11°37'11" W	6.70'

187 4314

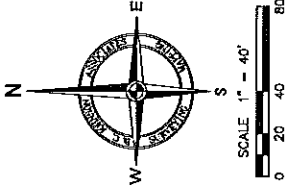
JOHNSON ASSOCIATES
SURVEYING AND MAPPING
11011 South Corey Street
San Antonio, Florida 33576
(352) 569-2768 Fax (352) 569-2713

VILLAS DEL LAGO PHASE 2

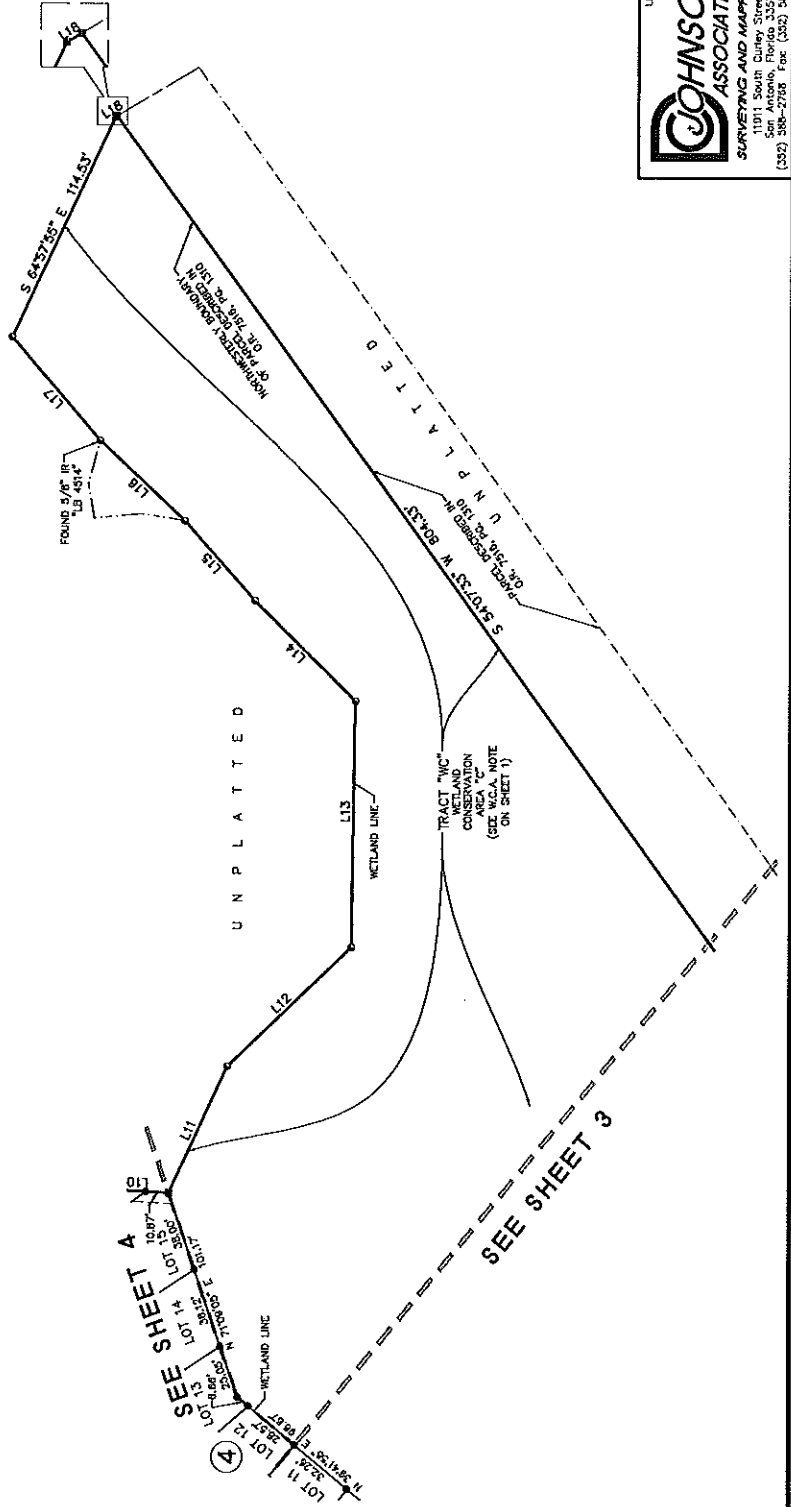
A Subdivision of a Portion of
Section 25, Township 27 South, Range 18 East
Hillsborough County, Florida

PLAT BOOK
PAGE
SHEET 6 OF 7

LINE	BEARING	DISTANCE
L10	S 63°33'55" W	26.83'
L11	S 64°59'35" E	65.44'
L12	S 43°36'41" E	81.00'
L13	S 89°10'30" E	116.53'
L14	N 44°42'00" E	97.11'
L15	N 45°22'24" E	30.32'
L16	N 43°12'28" E	66.11'
L17	N 48°23'45" E	64.14'
L18	S 30°36'45" E	1.02'



- LEGEND**
- IP, IR - IRON PILE, IRON ROD
 - CM - CONCRETE MONUMENT
 - PL - PROPERTY LINE, CENTERLINE
 - PRM - PERMANENT REFERENCE MONUMENT
 - W.C.A. - WETLAND CONSERVATION AREA
 - OR - OFFICIAL RECORD LINE
 - PC - PLAT
 - - FOUND 5/8" IR, "LD 4514"
 - - FOUND 5/8" IR, "LD 4514"
 - - ALTERNATIVE PRM FOUND 7/2" IR
 - - ON NOT SET, FALLS IN WETLAND
 - - NUMBER AS NOTED
 - - SET 5/8" IR, T.O.C. JOHNSON, LD 4514"
 - - UNLESS OTHERWISE NOTED
 - - SET 4" x 4" ON "PRM LD 4514"
 - - SET NAIL & DISK "PCP LD 4514"
 - ② - BLOCK NUMBER



LD# 4514

JOHNSON ASSOCIATES
SURVEYING AND MAPPING

11911 South Curry Street
San Antonio, Florida 33570
(352) 386-2768 Fax (352) 586-2713

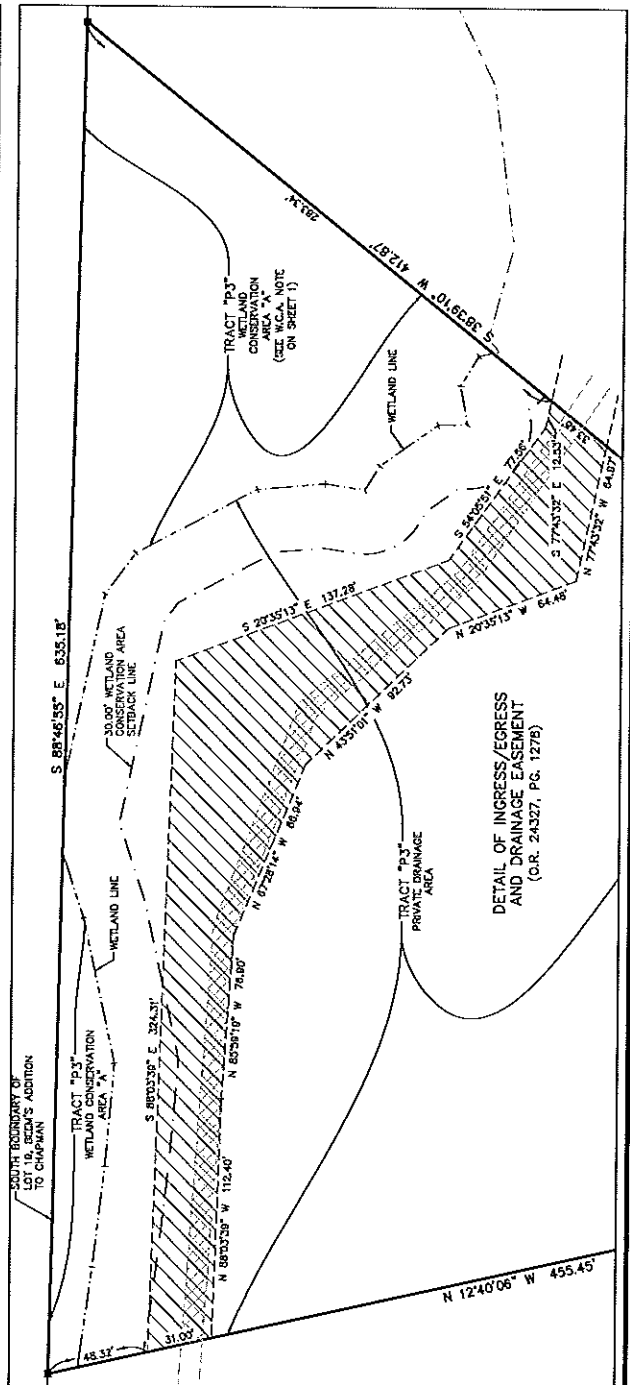
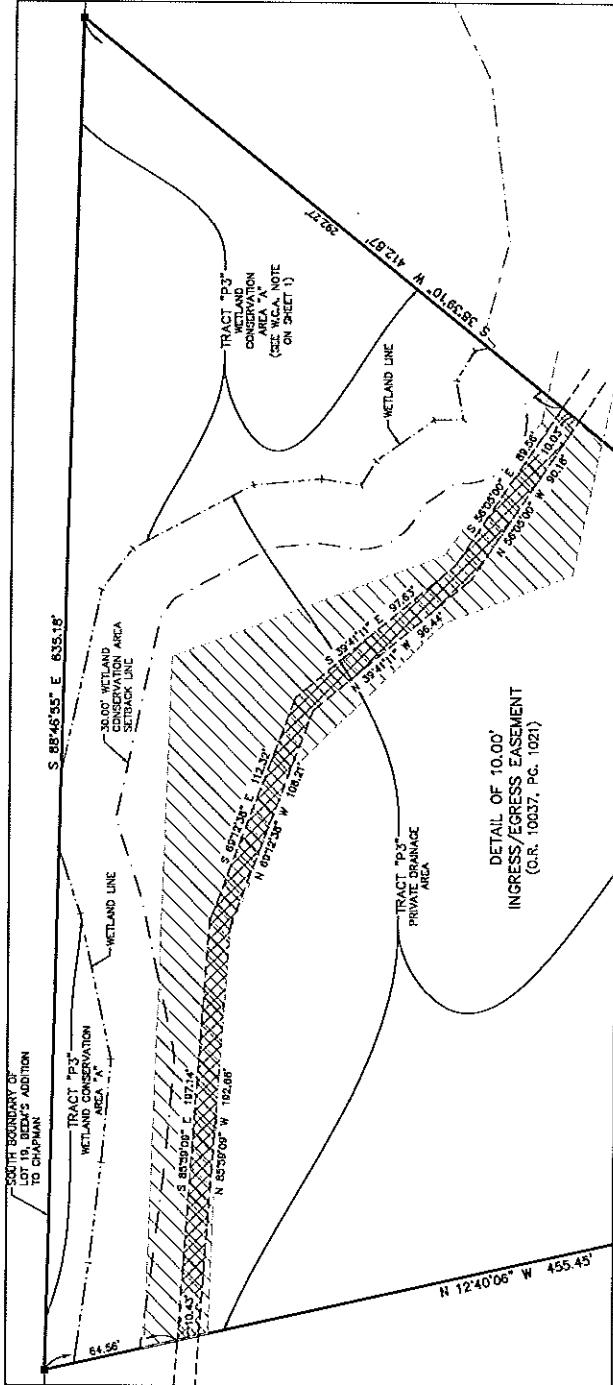
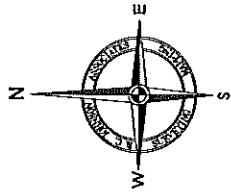
VILLAS DEL LAGO PHASE 2

A Subdivision of a Portion of
 Section 25, Township 27 South, Range 18 East
 Hillsborough County, Florida

PLAT BOOK
 PAGE
 SHEET 7 OF 7

LEGEND

- P, IR - IRON PIPE, IRON ROD
- PL - PLASTER MONUMENT
- R, S - PROPERTY LINE - CENTERLINE
- R/W - RIGHT OF WAY
- RM - PERMANENT REFERENCE MONUMENT
- WCA - WETLAND CONSERVATION AREA
- (NR) - NON-RADIAL LINE
- O.R. - OFFICIAL RECORDS BOOK
- PC - FOUND 3/4" IR, 7/8 4514" (UNLESS OTHERWISE NOTED)
- PA - ALTERNATIVE PIN, FOUND 1/2" IR (UNLESS OTHERWISE NOTED)
- CA - NOT SET, FALLS IN WETLANDS
- - FOUND IP (SIZE & RECOGNITION)
- - FOUND 4" AT CH 7 FROM LD 4514" (UNLESS OTHERWISE NOTED)
- - SET NAIL & JACK 7/8" LD 4514"
- ② - BLOCK NUMBER
- 10.00' INGRESS/EGRESS CASSEMENT (O.R. 24327, PG. 127B)
- 10.00' INGRESS/EGRESS CASSEMENT (O.R. 24327, PG. 127B)



LD# 4314

JOHNSON ASSOCIATES
 SURVEYING AND MAPPING
 11911 South Curry Street
 San Antonio, Florida 33076
 (352) 388-2768 Fax: (352) 988-2713