

**SUBJECT:** Alina Townhomes  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** February 8, 2022  
**CONTACT:** Lee Ann Kennedy

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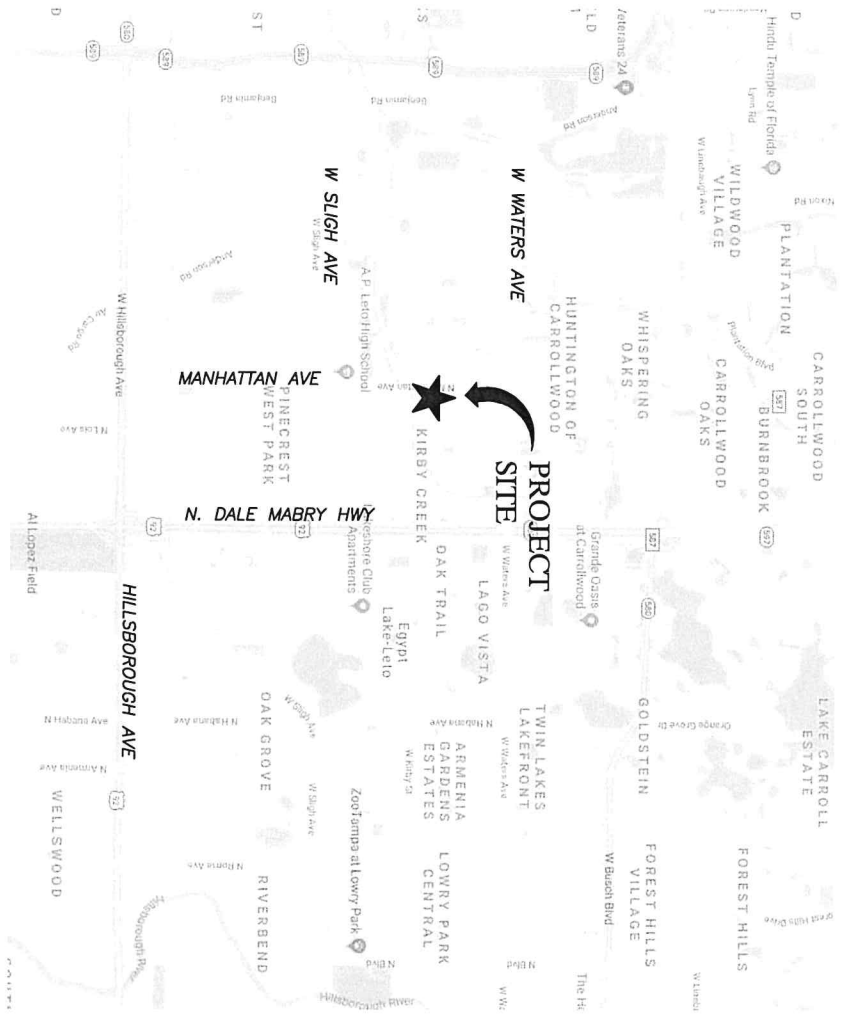
**RECOMMENDATION:**

Accept the plat for recording for Alina Townhomes, located in Section 28, Township 28, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (forcemain) 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 \$4,375.00, a Warranty Check in the amount of \$1,122.00, 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 \$3,750.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On April 23,2020, Permission to Construct Prior to Platting was issued for Alina Townhomes. The developer has submitted the required Checks, which the County Attorney's Office has reviewed and approved. The developer is Danva Real Estate, LLC and the engineer is Fuxan engineering, Inc.

**Section 28 Township 28 South, Range 18 East  
Hillsborough County, Florida**



**VICINITY MAP**  
Not to Scale

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Danva Real Estate 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 Alina; 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 Alina 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:

- Roads/Streets                                     Water Mains/Services                                     Drainage System  
 Sanitary Gravity Sewer Connection             Sanitary Sewer Distribution System             Bridges  
 Reclaimed Water Mains/Services     Sidewalks                                     Other:  
and

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

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

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

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

2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Alina subdivision, within seven (7) 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 sanitary gravity connection at Camden Street and agrees to warrant North Hubert Avenue improvements located at Alina 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, \_\_\_\_\_, and \_\_\_\_\_, dated \_\_\_\_\_ with \_\_\_\_\_ by order 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 1004714626, dated 12/17/21 and number 1004714628, dated 12/17/21, 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 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 Alina 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 seven (7) 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

David G. Fuxan  
Witness' Signature  
(Signed before a Notary Public and 2 Witnesses)

David G. Fuxan  
Printed Name of Witness

M Fuxan  
Witness' Signature

M Fuxan  
Printed Name of Witness

**SUBDIVIDER:**

By: [Signature]  
Authorized Corporate Officer or Individual

Daniele Facciuto  
Name (typed, printed or stamped)

Manager  
Title

2205 W 9<sup>th</sup> Ave Hialeah FL 33010  
Address of Signer

(813) 928-9652  
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:  
HILLSBOROUGH COUNTY  
CLERK OF THE CIRCUIT COURT

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

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15 day of December, 2021, by Daniela Piccardo and

respectively Managing Member and \_\_\_\_\_ of JANNA REAL ESTATE, 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:

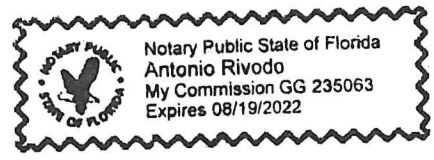
Sign: [Signature] (Seal)

Print: Antonio Rivodo

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

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

My Commission Expires: 08/19/2022



**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 Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

# Cashier's Check - Customer Copy

No. 1004714628

Void After 90 Days

30-1/1140

Date 12/17/21 11:55:01 AM

CARROLLWOOD

0002 0109257 0096

NTX

Pay



**\*\*\$4,375.00\*\***

**\*\*Four Thousand Three Hundred Seventy Five and 00/100 Dollars\*\***

To The Order Of HILLSBOROUGH COUNTY BOCC

Not-Negotiable

Customer Copy

Retain for your Records

Remitter (Purchased By): DANVA REAL ESTATE, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

001641001973

*Performance*

**BANK OF AMERICA**

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Void After 90 Days

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CARROLLWOOD

0002 0109257 0096

NTX

Pay



**\*\*\$4,375.00\*\***

**\*\*Four Thousand Three Hundred Seventy Five and 00/100 Dollars\*\***

To The Order Of HILLSBOROUGH COUNTY BOCC

Remitter (Purchased By): DANVA REAL ESTATE, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

*Nick House*  
AUTHORIZED SIGNATURE

⑈ 1004714628 ⑈ ⑆ 114000019 ⑆ 001641001973 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

APPROVED BY THE COUNTY ATTORNEY

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

00-53-3364B 06-2019

00-53-3364B 06-2019



**Alina Townhomes**

**ENGINEERS CONSTRUCTION COST ESTIMATE FOR PERFORMANCE**

Signing and Pavement Markings            \$3,500

**Performance Guarantee Amount**        \$3,500 x 125% = **\$4,375**

 12-18-21

David G. Fuxan, P.E.

Florida Registration #33133

David G. Fuxan, State of Florida Professional Engineer, License No. 33133. This item has been digitally signed and sealed by David G. Fuxan PE on the date indicated here. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

# Cashier's Check - Customer Copy

No. 1004714626

Void After 90 Days

30-1/1140

Date 12/17/21 11:55:01 AM

CARROLLWOOD

0002 0109257 0096

NTX

Pay



\*\*One Thousand One Hundred Twenty Two and 00/100 Dollars\*\*

**\*\*\$1,122.00\*\***

To The HILLSBOROUGH COUNTY BOCC  
Order Of

Not-Negotiable  
Customer Copy  
Retain for your Records

Remitter (Purchased By): DANVA REAL ESTATE, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

001641001973

*Warranty*

**BANK OF AMERICA**

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Void After 90 Days

30-1/1140

Date 12/17/21 11:55:01 AM

CARROLLWOOD

0002 0109257 0096

NTX

Pay



\*\*One Thousand One Hundred Twenty Two and 00/100 Dollars\*\*

**\*\*\$1,122.00\*\***

To The HILLSBOROUGH COUNTY BOCC  
Order Of

Remitter (Purchased By): DANVA REAL ESTATE, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

*Mick Inoucyff*  
AUTHORIZED SIGNATURE

⑈ 1004714626 ⑈ ⑆ 114000019 ⑆ 001641001973 ⑈

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APPROVED BY THE COUNTY ATTORNEY

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

00-53-3364B 06-2019

00-53-3364B 06-2019

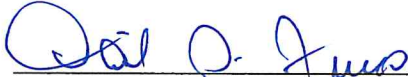
**Alina Townhomes**

**ENGINEERS CONSTRUCTION COST ESTIMATE FOR WARRANTY**

Force Main Connection

16" x 4" Tapping Sleeve and Valve	\$7,400
39 LF 4" PVC Force Main	\$820
(2) 4" Plug Valves	<u>\$3,000</u>
<b>TOTAL</b>	<b>\$11,220</b>

**Warranty Guarantee Amount**      $\$11,220 \times 10\% = \underline{\$1,122}$

 12-15-21

David G. Fuxan, P.E.

Florida Registration #33133

David G. Fuxan, State of Florida Professional Engineer, License No. 33133. This item has been digitally signed and sealed by David G. Fuxan PE on the date indicated here. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Danva Real Estate 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 Alina; 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 Alina 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 Alina subdivision within seven (7) 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, \_\_\_\_\_  
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 1004714627  
\_\_\_\_\_, dated 12/17/21, 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 Alina 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:

David G. Fuxan  
Witness Signature

David G. Fuxan  
Printed Name of Witness

M. Fuxan  
Witness Signature

Michelle Fuxan  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

ATTEST  
CLERK OF CIRCUIT COURT

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

SUBDIVIDER:

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

DANIELE FACCIUTO  
Printed Name of Signer

Manager  
Title of Signer

2205 W 9<sup>th</sup> Ave Hialeah FL 33010  
Address of Signer

(813) 928-9652  
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15 day of December, 2021, by DANIELE PACCIUTO and \_\_\_\_\_ respectively Manager and \_\_\_\_\_ of DAWVA REAL ESTATE, 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.

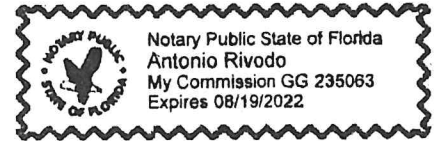
NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Antonio Rivodo

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

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



My Commission Expires: 08/19/2022

**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 Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

# Cashier's Check - Customer Copy

No. 1004714627

Void After 90 Days

30-1/1140

Date 12/17/21 11:55:01 AM

CARROLLWOOD

0002 0109257 0096

NTX

Pay



**\*\*\$3,750.00\*\***

\*\*Three Thousand Seven Hundred Fifty and 00/100 Dollars\*\*

To The Order Of HILLSBOROUGH COUNTY BOCC

Not-Negotiable

Customer Copy

Retain for your Records

Remitter (Purchased By): DANVA REAL ESTATE, LLC

001641001973

Bank of America, N.A.  
SAN ANTONIO, TX

*Lot Corner*

**BANK OF AMERICA**

# Cashier's Check

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Void After 90 Days

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Date 12/17/21 11:55:01 AM

CARROLLWOOD

0002 0109257 0096

NTX

Pay



**\*\*\$3,750.00\*\***

\*\*Three Thousand Seven Hundred Fifty and 00/100 Dollars\*\*

To The Order Of HILLSBOROUGH COUNTY BOCC

Remitter (Purchased By): DANVA REAL ESTATE, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

*Nick Hoefft*  
AUTHORIZED SIGNATURE

⑈ 1004714627⑈ ⑆ 114000019⑆ 001641001973⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

APPROVED BY THE COUNTY ATTORNEY

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

00-53-3364B 06-2019

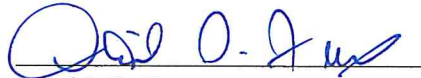
00-53-3364B 06-2019



**Alina Townhomes  
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 \$3,000.

**Performance Guarantee Amount**  $\$3,000 \times 125\% = \$3,750$



12-18-21

David G. Fuxan

Florida Registered Engineer #33133

David G. Fuxan, State of Florida Professional Engineer, License No. 33133. This item has been digitally signed and sealed by David G. Fuxan PE on the date indicated here. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

ALINA SUBDIVISION

BEING A RE-PLAT OF LOT'S 9 THROUGH 30, BLOCK 41, RIO VISTA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 9 THROUGH 11, INCLUSIVE, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

SECTION 28, TOWNSHIP 28 SOUTH, RANGE 18 EAST HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: THE NORTH 10 FEET OF LOT 9, ALL OF LOTS 10 THROUGH 29 AND THE NORTH 10 FEET OF LOT 30, BLOCK 41, RIO VISTA, ACCORDING TO THE MAP OF THEM AS RECORDED IN PLAT BOOK 27, PAGES 9 THROUGH 11, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AS VACATED IN RESOLUTION NUMBER R18-058 IN OFFICIAL RECORD BOOK 23555, PAGE 1388, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 41 IN SAID RIO VISTA SUBDIVISION; THENCE NORTH 00°10'08"EAST ALONG THE WEST BOUNDARY OF SAID BLOCK 41 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°10'08"EAST ALONG SAID WEST BOUNDARY AND SAID RIGHT OF WAY LINE 235.00 FEET TO THE CENTERLINE OF VACATED 89°13'02"EAST; ALDER SAID OFFICIAL RECORD BOOK 23555, PAGE 1388; THENCE SOUTH 54°00'00"EAST ALONG SAID CENTERLINE OF VACATED 89°13'02"EAST TO THE POINT OF BEGINNING; THENCE SOUTH 54°00'00"EAST ALONG SAID BLOCK 41 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH COLDUCE AVENUE, 235.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°10'08"EAST ALONG THE WEST BOUNDARY OF SAID RIO VISTA SUBDIVISION; THENCE NORTH 89°13'01" WEST 211.18 FEET TO THE POINT OF BEGINNING. CONTAINING 1.14 ACRES MORE OR LESS.

GENERAL NOTES:

- 1. SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL BE SUBJECT TO FLOODING. THE DEVELOPER HAS OBTAINED FLOOD INSURANCE FOR THIS PLAT NOT BE SUBJECT TO FLOODING. THE DEVELOPER RECOMMENDS THAT THE BUYER OBTAIN FLOOD INSURANCE INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
3. BASIS OF BEARING IS BASED ON THE WEST BOUNDARY OF BLOCK 41, RIO VISTA, PLAT BOOK 27, PAGES 9 THROUGH 11 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. HAS A GRID BEARING OF NORTH 00°10'08"EAST THE GRID BEARINGS AND COORDINATES SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM OF ADJUSTMENT OF 1983 TO 2011 COMMON STATIONS WESTON AND WESTON 2.
4. THIS PRIVATE SUBDIVISION CONTAINS COMMON AREAS, EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.
5. DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, DRAINWAYS, IMPERVIOUS SURFACES PATIOS, POOLS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, LANDSCAPING OF STORMWATER DETENTION AND RETENTION BASINS AS REQUIRED BY LAND DEVELOPMENT CODE. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.
6. ALL PLATTED UTILITY EASEMENTS WILL PROVIDE THAT SUCH EASEMENTS WILL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES WILL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

Plat Approval:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.091, FOR CHAPTER CONFORMANCE. THE GEOMETRIC DATA HAS NOT BEEN REVIEWED.

REVIEWED BY: \_\_\_\_\_ FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_ SURVEY SECTION, GOSPARIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

Surveyor's Certification: I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the land being subdivided; that this plat was prepared under my direction and supervision; that this plat complies with all the survey requirements of the Florida Statutes, and the Hillsborough County Land Development Code; and that I am a duly Licensed Professional Surveyor in the State of Florida. I certify that the plat complies with the Florida Statutes, and that permanent control points (PCPs) and lot corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ DONALD L. WILLIAMSON, PS#53649 DON WILLIAMSON & ASSOCIATES, INC. 5020 GINN HIGHWAY SUITE 220A TAMPA, FL 33624

Clerk of Circuit Court County of Hillsborough State of Florida I hereby certify that this Subdivision Plat meets the requirements, in form, of Chapter 177 Part 1 of Florida Statutes, and has been filed for record in Plat Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Hillsborough County, Florida. By: \_\_\_\_\_ Clerk of Circuit Court This \_\_\_\_\_ day of \_\_\_\_\_, 2021, Time \_\_\_\_\_ Clerk File Number \_\_\_\_\_ BOARD OF COUNTY COMMISSIONERS THIS PLAT HAS BEEN APPROVED FOR RECORDATION CHAIRMAN \_\_\_\_\_ DATE: \_\_\_\_\_

DEDICATION:

The undersigned, Darné Real Estate, LLC, a Florida, United Liability Company as Owner of the lands platted herein does hereby dedicate this plat of Alina Subdivision. The parcels roads and private rights of way shown hereon as Tract "A" (Alina Alina Court) are not dedicated to the public, but are dedicated to the use and benefit of the Owner(s) for conveyance to a Homeowners' Association, Community Development District, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision, as access for ingress and egress will extend to lot owners within all phases and units, both existing and future, of Alina Subdivision.

Owner(s) hereby grant(s) to Hillsborough County government and providers of law enforcement, fire, emergency services, mail and package delivery services, solid waste/sanitation services, and other governmental services, a non-exclusive easement over the parcels for ingress and egress for the performance of their official duties. The fee interest in Tracts "A", "B", and "C" is hereby reserved by the Owner for conveyance to a Homeowners' Association, Community Development District, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision, as access for ingress and egress will extend to lot owners within all phases and units, both existing and future, of Alina Subdivision. An access easement is hereby created over and across Tract "A" for the benefit of the lot owners within the subdivision, for use by providers of law enforcement, fire and medical emergency services, mail and package delivery services, solid waste/sanitation services, and other governmental services, a non-exclusive easement over the parcels for ingress and egress for the performance of their official duties. Said Tracts "A", "B", and "C" are subject to any and all easements, rights of way, and tracts dedicated to public use as shown on this plat.

Owner(s) hereby grant(s) to providers of telephone, electric, cable television and cable services, a non-exclusive easement over and across and a non-exclusive utility easement over, across and under the private roads and private rights of way within Tract "A" and the areas designated hereon as utility easements, for ingress and egress and for the construction, installation, and maintenance of utilities and related purposes, for the benefit of the lot owners herein. The undersigned also hereby confirm(s) the limits of the public right of way as shown herein. OWNER: Darné Real Estate, LLC a Florida United Liability Company. BY: \_\_\_\_\_ MANAGER: \_\_\_\_\_ WITNESS: \_\_\_\_\_ WITNESS: \_\_\_\_\_

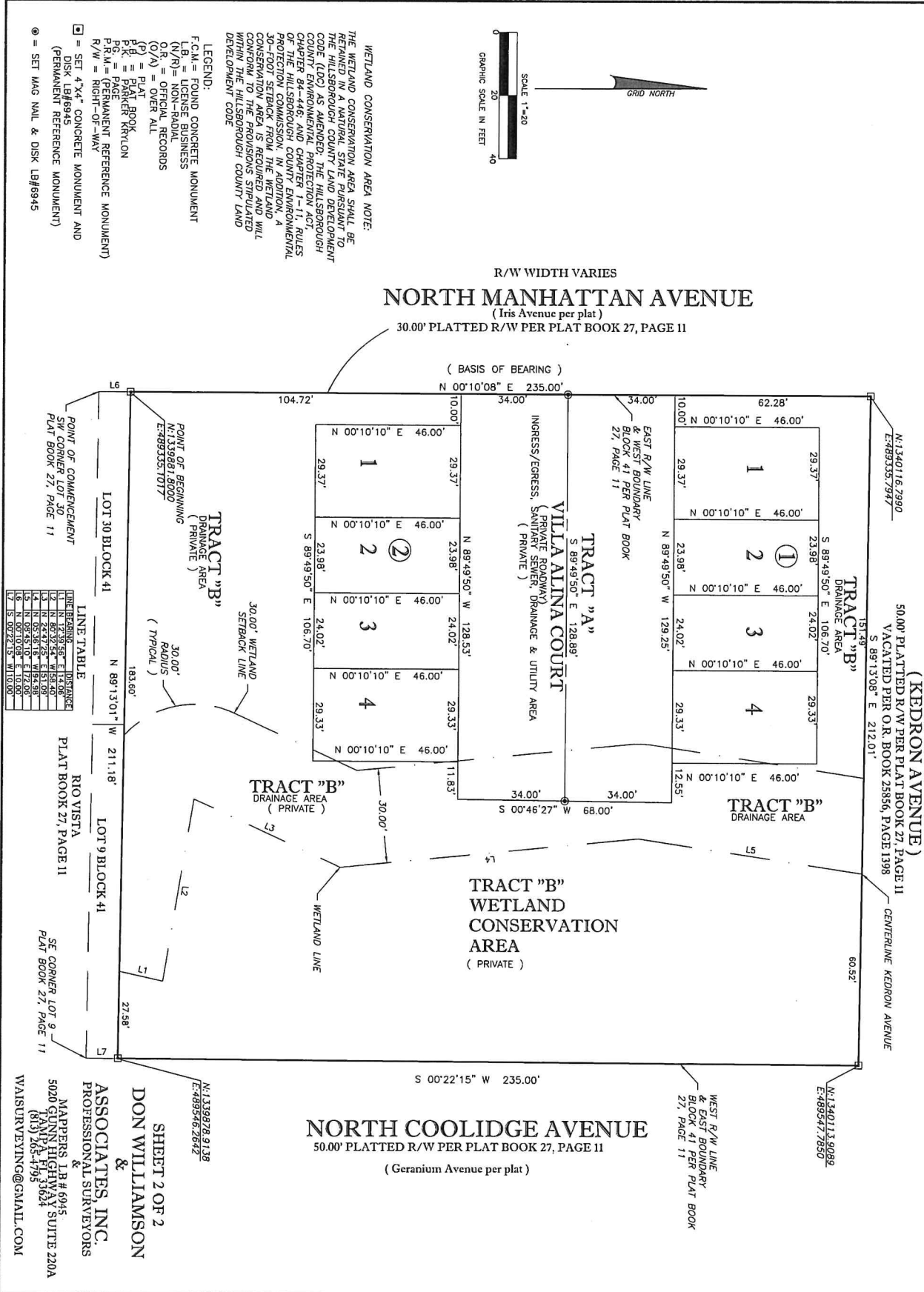
ACKNOWLEDGMENT: COUNTY OF HILLSBOROUGH STATE OF FLORIDA The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ who is personally known to me or produced Driver License as identification. NOTARY PUBLIC: \_\_\_\_\_ SIGN: \_\_\_\_\_ (SEAL) PRINT: \_\_\_\_\_ TITLE: \_\_\_\_\_ SERIAL NUMBER: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

Notice: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT. THIS MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. ASSOCIATES, INC. DON WILLIAMSON & DON WILLIAMSON PROFESSIONAL SURVEYORS MAPPERS: J.B. # 6945 5020 GINN HIGHWAY SUITE 220A TAMPA, FL 33624 (813) 268-1793 WAISURVEYING@GMAIL.COM

# ALINA SUBDIVISION

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

BEING A RE-PLAT OF LOTS 9 THROUGH 30, BLOCK 41, RIO VISTA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 9 THROUGH 11, INCLUSIVE, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.  
SECTION 28, TOWNSHIP 28 SOUTH, RANGE 18 EAST  
HILLSBOROUGH COUNTY, FLORIDA

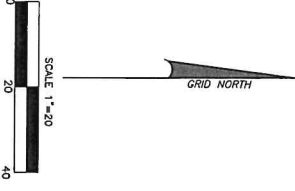


## NORTH MANHATTAN AVENUE

(Iris Avenue per plat)

30.00' PLATTED R/W PER PLAT BOOK 27, PAGE 11

(BASIS OF BEARING)  
N 00°10'08" E 235.00'



## (KEDRON AVENUE)

50.00' PLATTED R/W PER PLAT BOOK 27, PAGE 11  
VACATED PER O.R. BOOK 23856, PAGE 1398  
S 89°13'08" E 212.01'

## NORTH COOLIDGE AVENUE

50.00' PLATTED R/W PER PLAT BOOK 27, PAGE 11

(Geranium Avenue per plat)

**LINE TABLE**

LINE NUMBER	BEARING	DISTANCE
1	N 00°10'10" E	46.00'
2	S 89°49'50" W	128.53'
3	N 00°10'10" E	46.00'
4	S 00°46'27" W	68.00'
5	N 00°10'10" E	46.00'
6	S 89°49'50" W	128.53'
7	N 00°10'10" E	46.00'
8	S 89°49'50" W	128.53'
9	N 00°10'10" E	46.00'
10	S 89°49'50" W	128.53'
11	N 00°10'10" E	46.00'
12	S 89°49'50" W	128.53'
13	N 00°10'10" E	46.00'
14	S 89°49'50" W	128.53'
15	N 00°10'10" E	46.00'
16	S 89°49'50" W	128.53'
17	N 00°10'10" E	46.00'
18	S 89°49'50" W	128.53'
19	N 00°10'10" E	46.00'
20	S 89°49'50" W	128.53'

**DON WILLIAMSON & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS  
MAPPERS LB # 6945  
5020 GUNN HIGHWAY SUITE 220A  
LAND OAK, FL 34624  
(813) 263-4793  
WASURVEYING@GMAIL.COM

SHEET 2 OF 2



## Certificate of School Concurrency

<b>Project Name</b>	Alina Townhomes
<b>Jurisdiction</b>	Hillsborough
<b>HCPS Project Number</b>	649
<b>Date/Time application deemed complete</b>	April 22, 2019
<b>Jurisdiction Project Number</b>	4798
<b>Parcel ID Number</b>	0272850000
<b>Project Location</b>	W of Manhattan Ave, N Broad Street
<b>Dwelling Units &amp; Type</b>	8 SFD
<b>Applicant</b>	David Fuxan

<b>School Concurrency Analysis</b>					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	2	1	1		4
Notes:					

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.

Amber K. Dickerson, AICP  
 Manager, Planning & Siting

April 23, 2019  
 Date Issued