

SUBJECT: Chelsea Court Townhomes
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 12, 2022
CONTACT: Lee Ann Kennedy

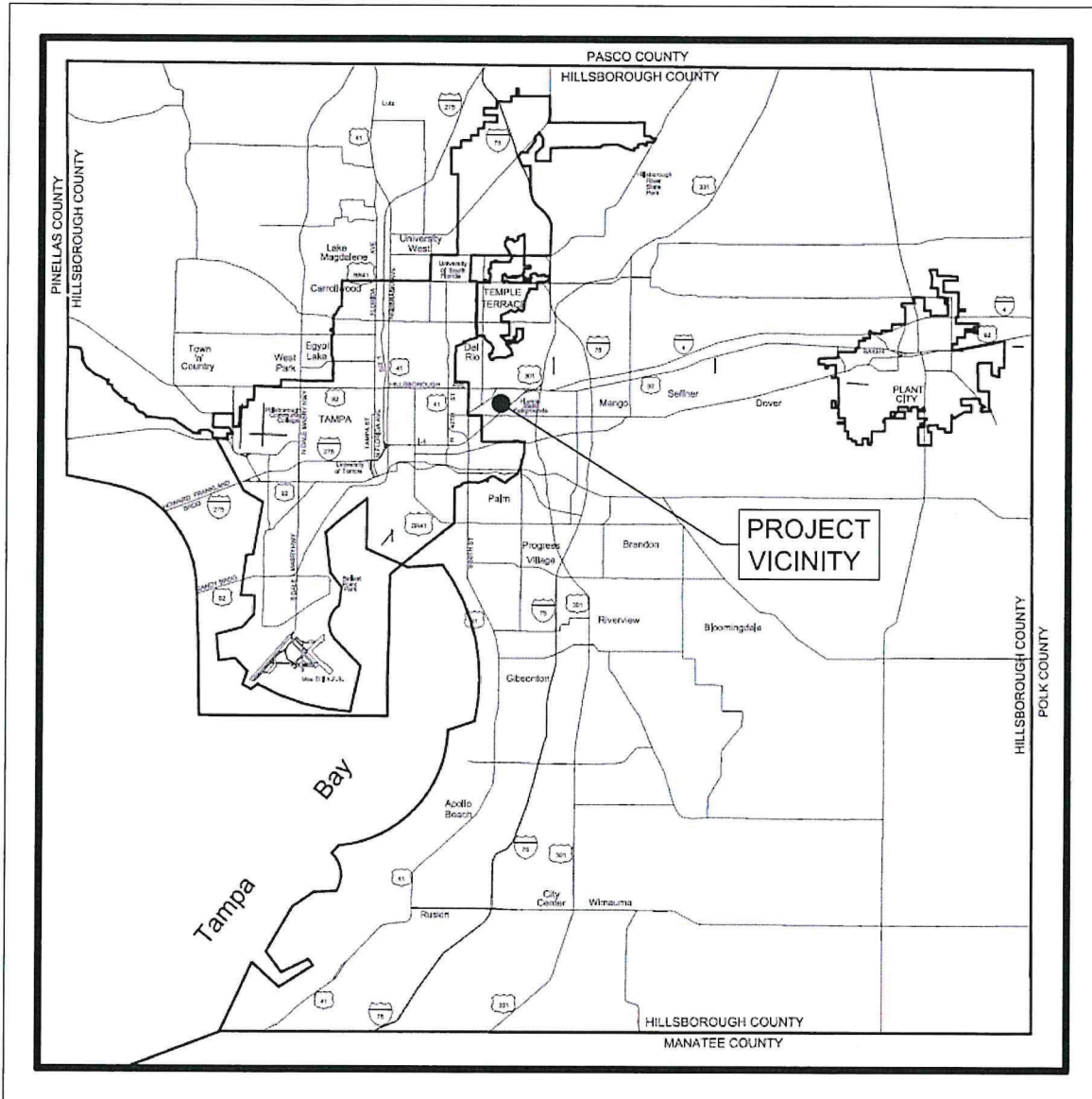
RECOMMENDATION:

Accept the plat for recording for Chelsea Court Townhomes, located in Section 03, Township 29, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (watermain and 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 \$67,622.81, a Warranty Check in the amount of \$800.00, 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 \$3,375.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On June 18, 2019, Permission to Construct Prior to Platting was issued for Chelsea Court Townhomes. The developer has submitted the required Checks, which the County Attorney's Office has reviewed and approved. The developer is Chelsea Court, LLC. and the engineer is Landmark Engineering & Surveying Corporation.

Chelsea Court Townhomes



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 Chelsea Court, 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 **CHELSEA COURT TOWNHOMES**; 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 **CHELSEA COURT TOWNHOMES** are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, water, wastewater 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 Stormwater Drainage Systems
 Sanitary Gravity Sewer System 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 **CHELSEA COURT TOWNHOMES**, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water and, wastewater 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 Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty all improvement facilities located in **CHELSEA COURT TOWNHOMES** against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above-described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.

4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number ____, dated __ with _____ by order of _____,
 - b. A Performance Bond, dated ___ with Principal, and ___ Surety Company as Surety, and
A Warranty Bond, dated ___ with Principal, and ___ Surety Company as Surety, and
 - c. Cashier/Certified Checks, number 1056117693 dated ~~2/27/2022~~ and number 1056117692, dated 2/28/2022, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those 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 **CHELSEA COURT TOWNHOMES** Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the twelve (12) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 28 day of FEBRUARY 2022.

ATTEST:

[Signature]
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

HERIBERTO REYES
Printed Name of Witness

[Signature]
Witness' Signature

HUMBERTO ALVARADO
Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Feliciano Morales
Name (typed, printed or stamped)

Manager
Title

4417 N Clark Ave, Tampa FL 33614
Address of Signer

Address of Signer

(813)464-0282
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

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 by means of [] physical presence or [] online notarization this 28 day of February, 2022, by Feliciano Morales, Manager of Chelsea Cout LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Leslie Reyes

Title or Rank: _____

Serial Number, if any: _____

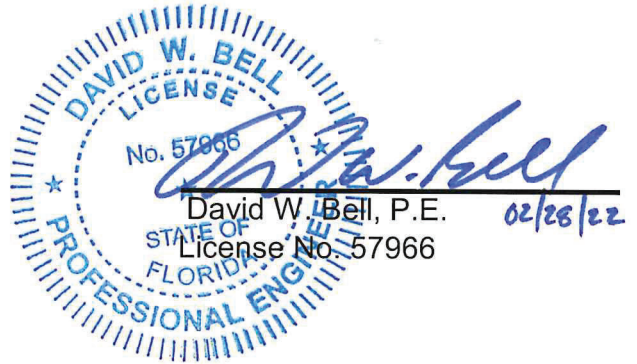
My Commission Expires: 11/30/22



**CHELSEA COURT TOWNHOMES
PERFORMANCE ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$54,098.25
TOTAL	\$54,098.25
125% PERFORAMNCE BONDING	\$67,622.81



**CHELSEA COURT TOWNHOMES
PERFORMANCE ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	2,787	SY	ASPHALT (1.5" SP - 9.5)	\$12.00	\$33,444.00
2	1,812	SF	6" CONCRETE SIDEWALK (ROW)	\$6.25	\$11,325.00
3	1,777	SF	4" CONCRETE SIDEWALK (ROW)	\$5.25	\$9,329.25

TOTAL STREET IMPROVEMENTS **\$54,098.25**

**CHELSEA COURT TOWNHOMES
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - WATER DISTRIBUTION SYSTEM	\$4,500.00
SCHEDULE B - SANITARY SEWER SYSTEM	\$3,500.00
TOTAL (SCHEDULES A - B)	\$8,000.00
10% WARRANTY BONDING	\$800.00



David W. Bell
David W. Bell, P.E.
License No. 57966
02/28/22

**CHELSEA COURT TOWNHOMES
WARRANTY ESTIMATE**

SCHEDULE A - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	LS	CONNECT TO EXISTING 12" WATERMAIN W/ 12" X 12" CUT IN TEE GATE VALVE	\$4,500.00	\$4,500.00

TOTAL WATER DISTRIBUTION SYSTEM **\$4,500.00**

**CHELSEA COURT TOWNHOMES
WARRANTY ESTIMATE**

SCHEDULE B - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	LS	CONNECT TO EXISTING 4" FORCEMAIN W/ 4" X 4" CUT IN TEE WITH PLUG VALVE AND BOX	\$3,500.00	\$3,500.00

TOTAL SANITARY SEWER SYSTEM **\$3,500.00**

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.

VOID After 90 Days

30-1/1140

Date 02/28/22 10:56:16 AM

KENNEDY BLVD
0001 0007130 0085

NTX

Pay



BANK OF AMERICA SIX SEVEN SIX **67,622.81**
TWO TWO CTSCTS

****\$67,622.81****

Sixty Seven Thousand Six Hundred Twenty Two and 81/100 Dollars

To The Order Of **HILLSBOROUGH COUNTY BOCC**

Remitter (Purchased By): **DGP&S CONSTRUCTION INC**

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

AUTHORIZED SIGNATURE

⑈ 1056117692⑈ ⑆ 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

Approved As To Form And Legal Sufficiency.

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.

Void After 90 Days

30-1/1140

Date 02/28/22 10:56:16 AM

NTX

KENNEDY BLVD

0001

0007130

0085

Pay



BANK OF AMERICA **80000**
EIGHT ZERO ZERO CTSCTS

****\$800.00****

****Eight Hundred and 00/100 Dollars****

To The Order Of **HILLSBOROUGH COUNTY BOCC**

Remitter (Purchased By): **DGP&S CONSTRUCTION INC**

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

AUTHORIZED SIGNATURE

⑈ 1056117693 ⑆ ⑆ 114000019 ⑆ 001641001973 ⑆

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

00-53-3364B 06-2019

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

This Agreement made and entered into this _____ day of _____, 20 ____, by and between Chelsea Court, 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 **CHELSEA COURT TOWNHOMES** Subdivision; 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 **CHELSEA COURT TOWNHOMES** 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 **CHELSEA COURT TOWNHOMES** within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, 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 Chelsea Court, LLC, as Principal, and _____ Surety Company as Surety, or
 - c. Escrow Agreement, dated _____, between _____ and the County, or
 - d. Cashier/Certified Check, number 1056117691, dated 02/28/2022, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, performance 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 **CHELSEA COURT TOWNHOMES** 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 28 day of FEBRUARY, 2022.

ATTEST:

[Signature]
Witness Signature

HERIBERTO REYES
Printed Name of Witness

[Signature]
Witness Signature

HUMBERTO ALVARADO
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)

Feliciano Morales
Printed Name of Signer

Manager
Title of Signer

4417 N. Clark Ave, Tampa FL 33614
Address of Signer

(813) 464-0282
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

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 by means of [] physical presence or [] online notarization this 28 day of FEBRUARY, 2022, by Feliciano Morales, Manager of Chelsea Court, LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign:  (Seal)

Print: Leslie Reyes

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 11/30/22



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

Void After 90 Days

30-1/1140

Date 02/28/22 10:56:16 AM

KENNEDY BLVD

NTX

0001 0007130 0085

Pay



BANK OF AMERICA THREE THREE SEVEN FIVE CTSCTS 500

\$3,375.00

Three Thousand Three Hundred Seventy Five and 00/100 Dollars

To The Order Of HILLSBOROUGH COUNTY BOCC

Remitter (Purchased By): DGP&S CONSTRUCTION INC

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

AUTHORIZED SIGNATURE

⑈ 1056117691⑈ ⑆ 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.

**CHELSEA COURT TOWNHOMES
PERFORMANCE ESTIMATE - LOT CORNERS**

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	54	EA	LOT CORNERS	\$50.00	\$2,700.00

TOTAL LOT CORNERS **\$2,700.00**

125% PERFORMANCE BONDING **\$3,375.00**

David W. Bell, P.E.
 License No. 57966
02/28/22

CHELSEA COURT TOWNHOMES

A SUBDIVISION OF A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 29 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLATBOOK: _____ PAGE: _____

DEDICATION:

The undersigned, as owner of the lands platted herein does hereby dedicate this plot of Chelsea Court Townhomes to record. Further, the owner does hereby dedicate to public use all those easements designated on the plat as public. The undersigned further makes the following dedications and reservations:

The Private Drainage Easements are hereby reserved by owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easement is not dedicated to the public and will be privately maintained. Fee interest in Tracts "A," "B," "C," and "1S" is hereby reserved by owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat for the benefit of the lot owners within the subdivision.

Said Tracts "A," "B," "C" and "1S" and Private Drainage Easements are subject to any and all easements dedicated to public use on this plat. The maintenance of roads, porches, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns, and its successors in title.

The private roads and rights of way shown hereon as Tract "A" are not dedicated to the public but are hereby reserved by owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners in this development as described hereon, as access for ingress and egress of lot owners and their guests and invitees. Said right of access for ingress and egress will extend to lot owners within all phases and units, both existing and future, of this development.

Owner hereby grants to Hillsborough County government and all providers of fire emergency, emergency medical, mail, package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services, a non-exclusive easement over and across the private roads and rights of way within Tract "A" as shown hereon for ingress and egress for the performance of their official duties.

Owner does hereby grant to Hillsborough County and all providers of street lights, telephone utilities, electric utilities, water and sanitary sewer utilities, internet service providers and cable television utilities, and other public and quasi-public utilities, a non-exclusive easement over, across and under the Utility Easements as shown hereon for the construction, maintenance and operation of underground utilities.

Owner does hereby grant to Hillsborough County and all providers of street lights, telephone utilities, electric utilities and other public and quasi-public utilities, internet service providers and cable television utilities, and other public and quasi-public utilities, a non-exclusive easement over and across, and a non-exclusive utility easement over, across and under, Tract "A" as shown hereon, for the construction, maintenance, and operation of underground utilities.

OWNER:

5th Ave Partners, Inc., a Florida Dissolved Corporation, as Trustee of the 533-TH Land Trust dated August 12, 2013

WITNESSES: _____ PRAT: _____
WITNESSES: _____ PRAT: _____

ACKNOWLEDGEMENT:
STATE OF _____)
COUNTY OF _____)

THIS IS TO CERTIFY THAT ON _____ BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, AN OFFEROR DID APPEAR TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID APPEARED. TRUSTEES OF THE 533-TH LAND TRUST APPEARED. SAID TRUSTEES ARE () OR SAID TRUSTEES, INC. A FLORIDA ASSOCIATED CORPORATION AS AND WHO EXECUTED THE FOREGOING DEED AND SPECIALLY ACKNOWLEDGED THE DEED HEREIN TO BE THEIR FREE ACT AND DEED FOR THE USE AND PURPOSES HEREIN EXPRESSED AND DO NOT TAKE IN DUTY.

MY COMMISSION EXPIRES: _____ (S&A)

PRINT: _____
TITLE OR RANK: _____
SERIAL NUMBER, F.P.M.T.: _____
MY COMMISSION EXPIRES: _____

NOTE: THIS PLAT, AS RECORDED IN ITS GOVERNING FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GOVERNING OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION:

A portion of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 3; thence S.00°01'43"E, 1327.65 feet along the Eastern boundary line of the Northeast 1/4 of said Section 3 to the Southeast corner thereof; thence N.89°58'18"W, 653.69 feet along the Southern boundary line of the Northeast 1/4 of said Section 3 to the Eastern boundary line of the Southwest 1/4 of said Section 3; thence N.00°00'39"W, 30.62 feet along said Eastern boundary line to the Northernly maintained right-of-way line of E. CHELSEA STREET and to the POINT OF BEGINNING; thence N.89°26'13"W, 331.91 feet along said Northernly maintained right-of-way line of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 3; thence N.00°00'06"W, 630.74 feet along said Western boundary line to the Northernly boundary line of the Southwest 1/4 of the Northeast 1/4 of said Section 3; thence S.89°56'50"E, 331.80 feet along said Northernly boundary line to the said Eastern boundary line of the Southwest 1/4 of the Northeast 1/4 of said Section 3; thence S.00°00'38"E, 633.69 feet along said Eastern boundary line to the POINT OF BEGINNING.

Containing 4.92 Acres, more or less.

BOARD OF COUNTY COMMISSIONERS.

THIS PLAT HAS BEEN APPROVED FOR RECORDED.
CHIEF CLERK _____ DATE _____

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 171.201 FOR CHAPTER COMMENT. THE REVIEWED BY _____ HAS NOT BEEN REVERSED.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA.

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS IN PAGES _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
BY _____ CLERK OF CIRCUIT COURT BY _____ DEPUTY CLERK
THIS _____ DAY OF _____ 20____, TIME _____
CLERK FILE NUMBER: _____

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND AND THE REQUIREMENTS OF CHAPTER 171, PART 1, FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE. THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) WERE SET ON THE _____ DAY OF _____ 20____, AS SHOWN HEREON, AND THAT PERMANENT CORNER PEGS (P.C.P.) AND LOT OWNERS WILL BE SET FOR REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH ORDINANCES OF HILLSBOROUGH COUNTY.

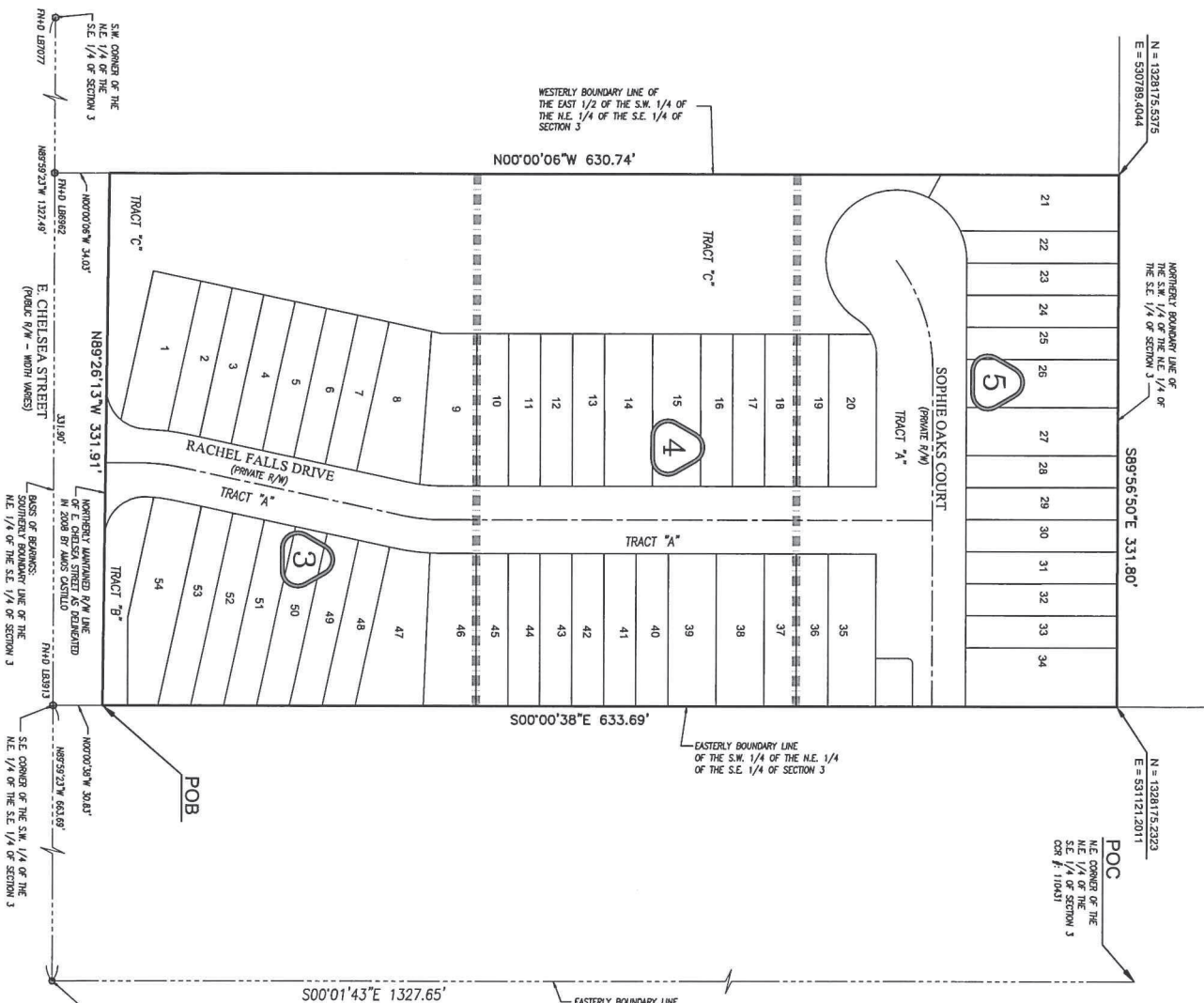


8515 Palm River Road Tampa, Florida 33619
(813) 621-1794 | (813) 664-1832 (fax)
www.landec.com | L.B. # 3913

CHELSEA COURT TOWNHOMES

A SUBDIVISION OF A PORTION OF THE S.W. 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 29 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLATBOOK: _____ PAGE: _____



TRACT	DESIGNATION
"A"	ACCESS & UTILITY TRACT (PRIVATE); UTILITY EASEMENT (PUBLIC)
"B"	OPEN AREA; UTILITY EASEMENT (PUBLIC)
"C"	DRAINAGE AREA; UTILITY EASEMENT (PUBLIC)
"L"	LIFT STATION (PRIVATE)

Engineering & Surveying Corporation

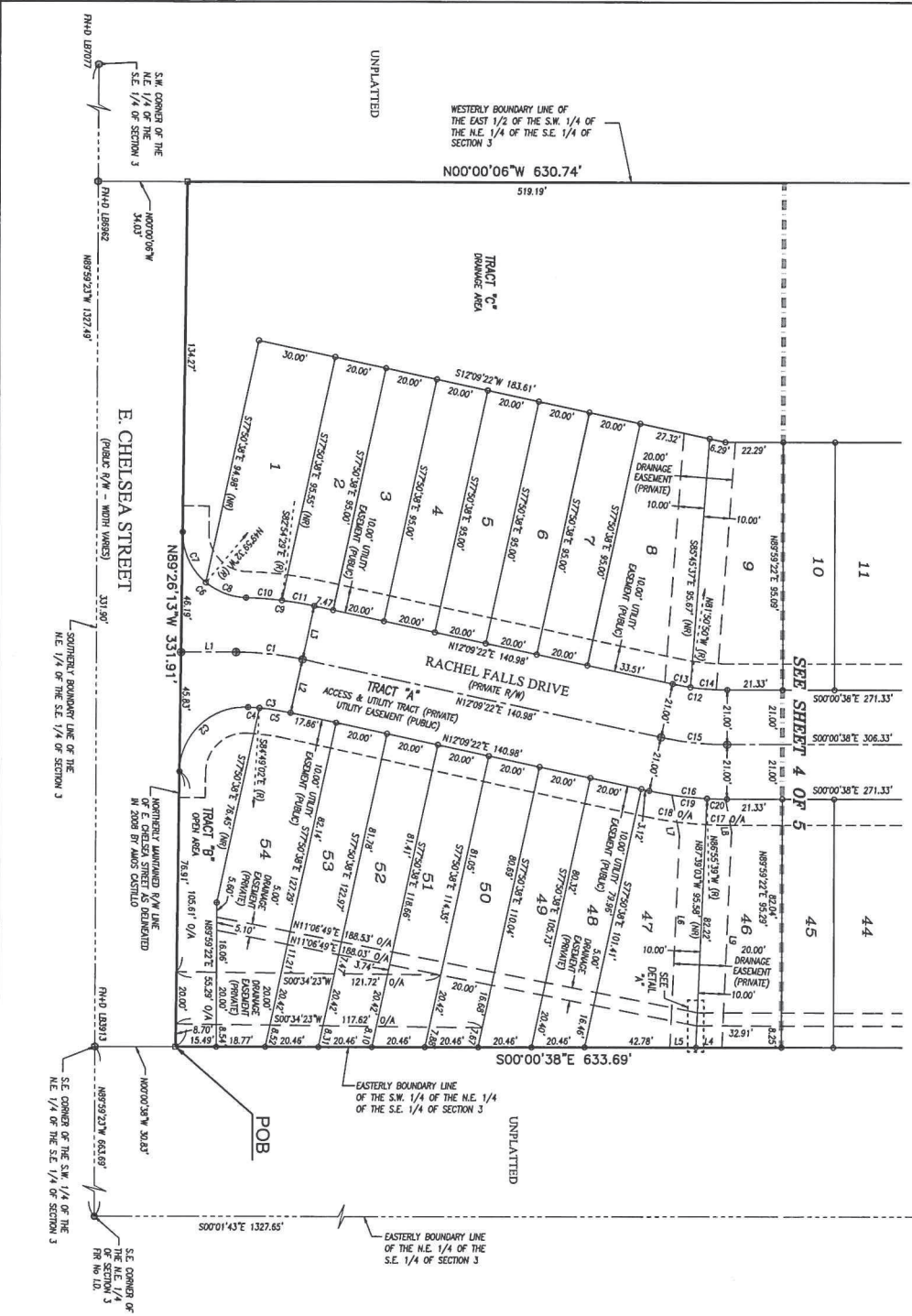
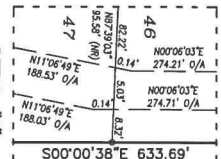
8515 Palm River Road Tampa, Florida 33619
(813) 621-7941 (813) 664-1852 (fax)
www.landmark.com L.B. # 3919

CHELSEA COURT TOWNHOMES

A SUBDIVISION OF A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 29 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA

Curve #	Radius	Delta	Chord Length	Chord Bearing
C1	12.00'	12.00°	25.98'	S07°00'00"W
C2	12.00'	12.00°	25.98'	S07°00'00"W
C3	100.00'	02°30'46"	4.39'	S02°30'46"W
C4	100.00'	02°30'46"	4.39'	S02°30'46"W
C5	100.00'	02°30'46"	4.39'	S02°30'46"W
C6	25.00'	50°33'18"	22.06'	N65°17'07"E
C7	25.00'	50°33'18"	22.06'	N65°17'07"E
C8	25.00'	50°33'18"	22.06'	N65°17'07"E
C9	142.00'	02°30'46"	6.59'	S02°30'46"W
C10	142.00'	02°30'46"	6.59'	S02°30'46"W
C11	142.00'	02°30'46"	6.59'	S02°30'46"W
C12	100.00'	02°30'46"	4.39'	S02°30'46"W
C13	100.00'	02°30'46"	4.39'	S02°30'46"W
C14	100.00'	02°30'46"	4.39'	S02°30'46"W
C15	12.00'	12.00°	25.98'	S07°00'00"W
C16	142.00'	02°30'46"	6.59'	S02°30'46"W
C17	142.00'	02°30'46"	6.59'	S02°30'46"W
C18	142.00'	02°30'46"	6.59'	S02°30'46"W
C19	142.00'	02°30'46"	6.59'	S02°30'46"W
C20	142.00'	02°30'46"	6.59'	S02°30'46"W

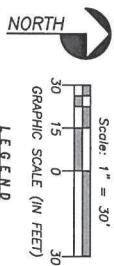
Line #	Bearing	Distance
L1	N89°59'22"E	21.03'
L2	S89°59'22"W	21.03'
L3	S77°50'38"E	21.00'
L4	S77°50'38"E	21.00'
L5	N00°00'38"W	10.01'
L6	S89°59'22"E	21.03'
L7	N71°17'08"E	13.91'
L8	N71°17'08"E	13.91'
L9	S07°30'03"E	82.81'



POC
N.E. CORNER OF THE
S.E. 1/4 OF THE
S.E. 1/4 OF SECTION 3
COR. F. 110.841

SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

- (N) = NON-BOWL
- (R) = ROUND
- (P) = RECORDED PLAT INSTRUMENT
- O/A = OFF AREA
- R/W = RIGHT-OF-WAY
- CC = CERTIFIED CORNER RECORD
- ETC = ENVIRONMENTAL PROTECTION
- FCM = FOUND CONCRETE MONUMENT
- FR = FOUND IRON ROD
- FRK = FOUND IRON PIPE OR K
- FRN = FOUND IRON ROD
- FRP = FOUND IRON PIPE
- HA = HOMEOWNERS ASSOCIATION
- HWA = HILLSBOROUGH WATER ASSOCIATION
- MA = METAL MONUMENT
- OR = OFFICIAL RECORDS
- POB = POINT OF BEGINNING
- PP = PLAT POINT
- PP2 = REBURNED CONTROL POINT
- PP3 = REBURNED REFERENCE POINT
- RA = REBURNED MONUMENT
- SEC = SECTION
- SMHD = SET NAIL & DISK LB 3013
- SMRD = SET NAIL & DISK LB 3013
- TP = TYPICAL



NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANITARY MANHOLE OR OTHER UTILITY STRUCTURE AND IT CANNOT BE SET, THE LOCATION OF THE P.C.P. SHALL BE THE CENTER OF THE UTILITY STRUCTURE AT THE P.C.P. LOCATION.

P.C.P. LOCATION: SANITARY MANHOLE TOP (TYPICAL)

P.C.P. REFERENCE DIAGRAM: NOT TO SCALE

LANDMARK
Engineering & Surveying Corporation

8515 Palm Beach Road
Tampa, Florida 33619
(813) 621-1794 (813) 664-1822 (fax)
www.landmark.com LB # 3913

Sheet 3 of 5

CHELSEA COURT TOWNHOMES

A SUBDIVISION OF A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 29 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

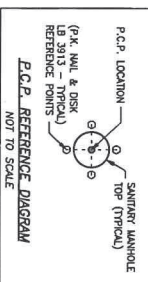
PLAT BOOK: _____ PAGE: _____



SEE SHEET 2 FOR PLAT NOTES AND KEY MAP

- (N) = NON-BOUND
- (R) = ROAD
- (P) = PROPOSED PLAT INFORMATION
- C/A = CENTERLINE
- O/A = OVER ALL
- R/W = RIGHT-OF-WAY
- PER = PERMITS
- DIS = DRAINAGE DISTRICT
- ENV = ENVIRONMENTAL PROTECTION
- COM = COMMISSION
- SHR = SHEET INFORMATION
- FER = FOUND IRON PIPE
- FR = FOUND IRON ROD
- FNH = FOUND NAIL & DISK
- IB = IRON BUSH
- HA = HOMEOWNERS ASSOCIATION
- HLS = HOMELESS
- OR = OFFICIAL RECORDS
- N/S = NOT TO SCALE
- PCP = POINT OF COMMENCEMENT
- PCP = POINT OF COMMENCEMENT
- REF = REFERENCE
- RL = REFERENCE MARK
- SEC = SECTION
- SHRWD = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- TRP = TRIPOL

NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANITARY MAINLINE OR SET, THE LOCATION OF THE P.C.P. SHALL BE SET BY FOUR (4) REFERENCE POINTS AND SET ESTABLISHING TWO LINES THAT INTERSECT AT THE P.C.P. LOCATION.



8515 Palm River Road Tampa, Florida 33619
(813) 621-1791 (813) 654-1832 (fax)
www.landmark.com L.B. # 3913

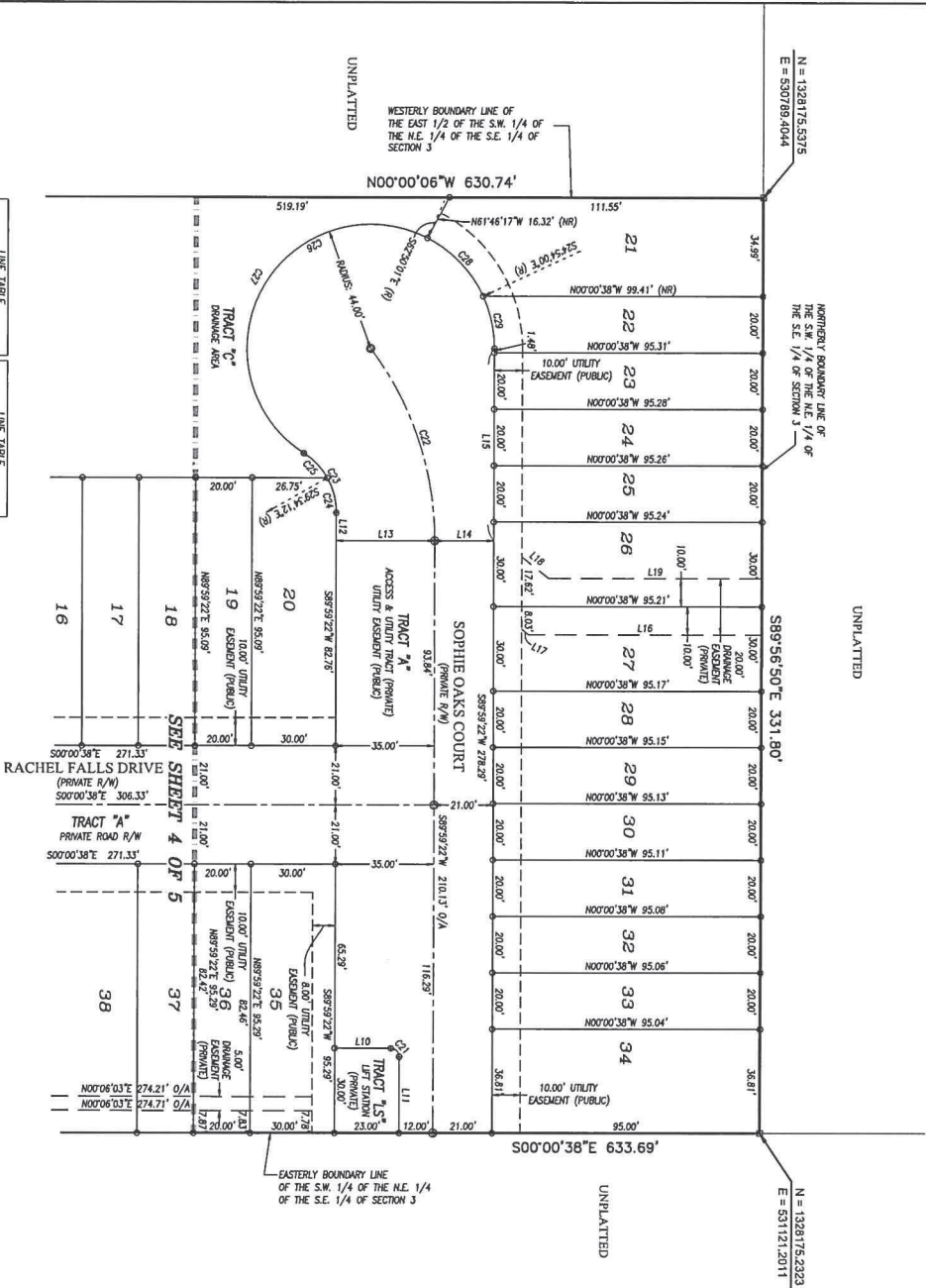
LANDMARK

Engineering & Surveying Corporation

Sheet 4 of 5

CHELSEA COURT TOWNHOMES

A SUBDIVISION OF A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 3, TOWNSHIP 29 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA



Line #	Bearing	Distance	Line #	Bearing	Distance
L10	S00°00'38"E	20.00'	L16	S00°00'38"E	82.74'
L11	N89°59'22"E	27.00'	L17	S38°44'28"W	3.15'
L12	N89°59'22"E	9.92'	L18	S38°44'28"W	12.17'
L13	N00°00'38"E	35.00'	L19	S00°00'38"E	75.72'
L14	S00°00'38"E	21.00'			
L15	N89°59'22"E	84.16'			

Curve #	Radius	Chord	Chord Bearing
C21	507.00'	507.00'	S44°59'22"W
C22	13.50'	13.50'	S12°59'22"E
C23	25.00'	25.00'	S71°42'17"E
C24	25.00'	25.00'	S71°42'17"E
C25	25.00'	25.00'	S71°42'17"E
C26	44.00'	44.00'	S71°42'17"E
C27	44.00'	44.00'	S71°42'17"E
C28	44.00'	44.00'	S71°42'17"E
C29	44.00'	44.00'	S71°42'17"E

NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANITARY MANHOLE OR THE CENTER OF A SANITARY MANHOLE, THE CENTER POINT OF THE SANITARY MANHOLE SHALL BE SET. FOUR (4) REFERENCE POINTS ARE SET ESTABLISHING TWO LINES THAT INTERSECT AT THE P.C.P. LOCATION.

P.C.P. LOCATION TOP (TYPICAL)

(P.K. NAIL & DSK LB 3913 - TYPICAL) REFERENCE POINTS

P.C.P. REFERENCE DIAGRAM NOT TO SCALE

SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

(N) = NON-ROAD
 (R) = ROAD
 (I) = ROAD PLOT INFORMATION
 C/L = CENTERLINE
 O/A = OVER ALL
 R/W = RIGHT-OF-WAY RECORD
 D.E. = DISTANCE EASEMENT
 E.P.C. = ENVIRONMENTAL PROTECTION COMMISSION
 F.P. = FOUND ROW PIPE
 F.R. = FOUND ROW ROAD
 F.R.D. = FOUND ROW DSK
 F.R.H. = FOUND ROW HOLE
 L.B. = LICENSED BUSINESS
 M.A.S. = MICHIGAN ASSOCIATION OF SURVEYORS (MICHIGAN 1983)
 N.T.S. = NOT TO SCALE
 O.C. = OFFICIAL RECORDS
 P.C. = POINT OF COMMENCEMENT
 P.C.P. = POINT OF COMMENCEMENT POINT
 P.M. = PLAT MONUMENT
 P.M. = PLAT MONUMENT
 R.L. = REFERENCE MONUMENT
 S.C. = SECTION
 S.E. = SECTION & DSK LB 3913
 S.M.W. = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 TP = TYPICAL

PLATBOOK: _____ PAGE: _____

Scale: 1" = 30'

GRAPHIC SCALE (IN FEET)

LEGEND

- FOUND 4" x 4" CONCRETE MONUMENT
- FOUND LB 3913 (UNLESS OTHERWISE NOTED)
- SET 4" x 4" CONCRETE MONUMENT
- FOUND P.K. NAIL & DSK
- FOUND P.M. LB 3913
- SET P.K. NAIL & DSK
- FOUND P.K. NAIL & DSK
- FOUND P.M. LB 3913
- SET 5/8" ROW ROD LB 3913
- PERMANENT CONTROL POINT
- SET LB 3913 P.K. NAIL & DSK
- POINT OF COMMENCEMENT AND POINT OF INTERSECTION ON CURVE
- MATCH LINE
- NON-ROAD
- ROAD
- UTILITY EASEMENT
- BRAND EASEMENT

LANDMARK Engineering & Surveying Corporation
 8515 Palm Row Road Tampa, Florida 33619
 (813) 821-7941 (813) 864-1822 (fax)
 www.landmark.com L.B. # 3813



Certificate of School Concurrency

Project Information

Project Name	Chelsea Ct. Townhomes
Jurisdiction	Hillsborough
HCPS Project Number	602
Date/Time application deemed complete	October 15, 2018
Jurisdiction Project Number	4530
Parcel ID Number	41749; 41751
Project Location	Chelsea St, east of 56 th St.
Dwelling Units & Type	54 Single Family Attached
Applicant	5 th Avenue Partners, Inc.

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	11	7	8		26
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.

 Lorraine Duffy Suarez, AICP
 General Manager
 Growth Management & Planning

 October 29, 2018
 Date Issued

Chelsea Court, LLC
4417 N Clark Ave, Tampa, FL 33614
813-464-0282

March 22, 2022

Ms. Lee Ann Kennedy
Hillsborough County
Development Services
601 E. Kennedy Blvd, 19th Floor
Tampa, FL 33602

RE: Chelsea Court Townhomes
Folio: 41751.0000 PI: 4530

Dear Ms. Kennedy;

The cashier checks submitted for the above referenced project in the name of DGP&S Construction can be returned to DGP&S Construction at the following address:

4417 N. Clark Avenue, Tampa FL 33614

Should you have any questions, please don't hesitate to contact me.

Sincerely,


Celia Morales
Manager