

SUBJECT: Fontanarosa Village
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 8, 2021
CONTACT: Lee Ann Kennedy

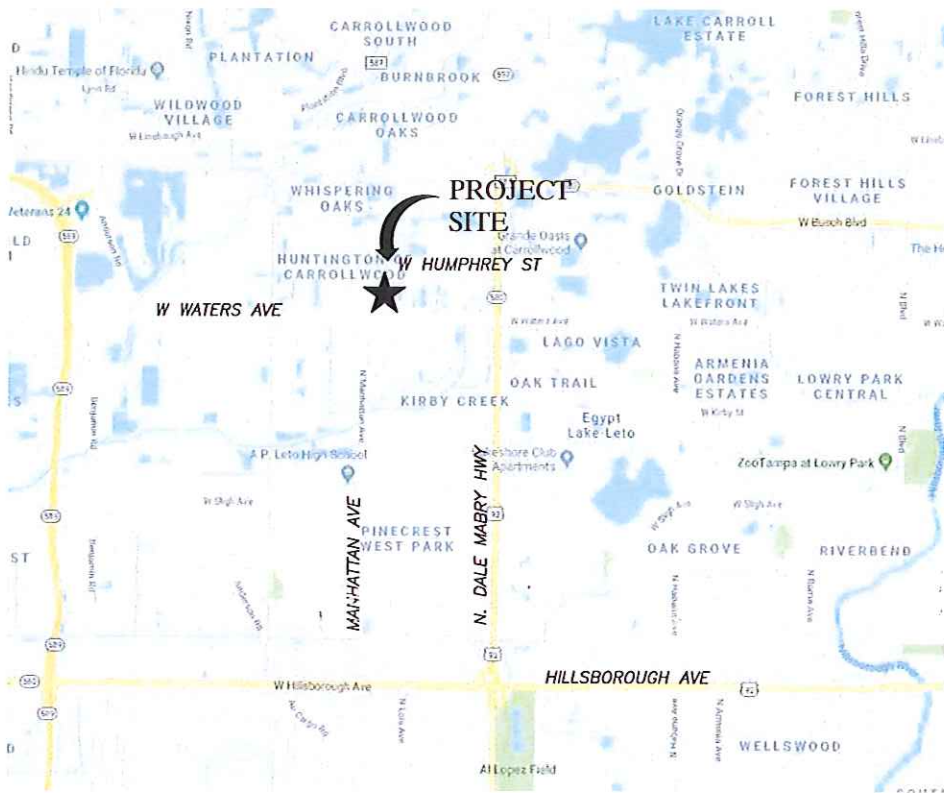
RECOMMENDATION:

Accept the plat for recording for Fontanarosa Village, located in Section 21, Township 28, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roadway and sanitary sewer) 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 Bond in the amount of \$3,304.00, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$3,750.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On June 6, 2018, Permission to Construct Prior to Platting was issued for Fontanarosa Village. The developer has submitted the required Checks, which the County Attorney's Office has reviewed and approved. The developer is Danva Investments, LLC and the engineer is Fuxan Engineering.

**Section 21 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 Investments, 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; 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 Fontanarosa Village 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 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: North Hubert Avenue Improvements
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 Fontanarosa Village Townhomes 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 sanitary gravity connection at Camden Street and agrees to warrant North Hubert Avenue improvements located at Fontanarosa Village Townhomes 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 1209610329, dated 08/02/21 and number 1209610328, dated 08/02/21, 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 Fontanarosa Village Townhomes 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 _____ day of _____, 20____.

ATTEST:

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

David G. Fuxa
Printed Name of Witness

Antonella Di Pietro
Witness' Signature

ANTONELLA DI PIETRO
Printed Name of Witness

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Daniele Facciuto
Name (typed, printed or stamped)

Manager
Title

2205 W 9th 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 Hillsborough

The foregoing instrument was acknowledged before me this 16 day of July, 2021, by Daniel Facuoto and _____ respectively Managing Member and _____ of DANVA Investment 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 license as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)
Print: Lianis Moreau
Title or Rank: _____
Serial Number, if any: _____



Lianis Moreau
Commission # GG214041
Expires: June 18, 2022
Bonded thru Aaron Notary

My Commission Expires: Exp 06/18/2022

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. 1209610329

Void After 90 Days

30-1/1140

Date 08/02/21 11:57:34 AM

NTX

HANLEY ROAD

0004 0109251 0320

Pay



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

Four Thousand Three Hundred Seventy Five and 00/100 Dollars

To The Order Of HILLSBOROUGHT COUNTY BOCC

Not-Negotiable
Customer Copy
Retain for your Records

Remitter (Purchased By): DANVA INVESTMENT, LLC

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

001641001973

Perf

BANK OF AMERICA

Cashier's Check

No. 1209610329

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 08/02/21 11:57:34 AM

NTX

HANLEY ROAD

0004 0109251 0320

Pay



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

Four Thousand Three Hundred Seventy Five and 00/100 Dollars

To The Order Of HILLSBOROUGHT COUNTY BOCC

Remitter (Purchased By): DANVA INVESTMENT, LLC

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

[Signature]
AUTHORIZED SIGNATURE

⑈ 1209610329⑈ ⑆ 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 Sulficiency.

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. 1209610328

Void After 90 Days

30-1/1140

Date 08/02/21 11:57:34 AM

NTX

HANLEY ROAD

0004 0109251 0320

Pay



****\$3,304.00****

Three Thousand Three Hundred Four and 00/100 Dollars

To The Order Of HILLSBOROUGH COUNTY BOCC

Remitter (Purchased By): DANVA INVESTMENT, LLC

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

Not-Negotiable
Customer Copy
Retain for your Records

001641001973

Warr

BANK OF AMERICA

Cashier's Check

No. 1209610328

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Void After 90 Days

30-1/1140

Date 08/02/21 11:57:34 AM

NTX

HANLEY ROAD

0004 0109251 0320

Pay



****\$3,304.00****

Three Thousand Three Hundred Four and 00/100 Dollars

To The Order Of HILLSBOROUGH COUNTY BOCC

Remitter (Purchased By): DANVA INVESTMENT, LLC

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

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈ 1209610328 ⑆ 114000019 ⑆ 001641001973 ⑆

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APPROVED BY THE COUNTY ATTORNEY

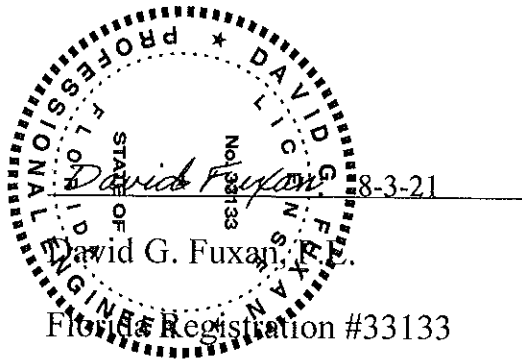
BY *[Signature]*
Approved As To Form And Legal Sufficiency.

Fontanarosa Village Townhomes

ENGINEERS CONSTRUCTION COST ESTIMATE FOR PERFORMANCE

Signing and Pavement Markings \$3,500

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



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.

Fontanarosa Village Townhomes

ENGINEERS CONSTRUCTION COST ESTIMATE FOR WARRANTY

North Hubert Avenue Road Widening

1,653 SY x \$13/SY \$21,489

Camden Road Sanitary Sewer Connection

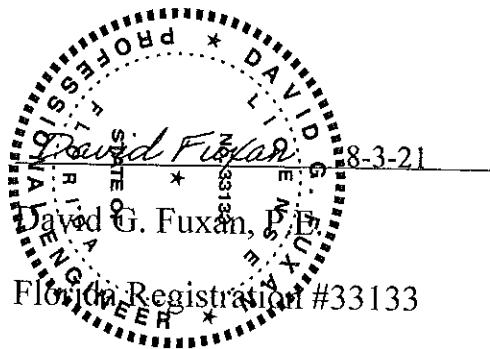
25 LF Sanitary Sewer x \$22/LF \$550

1 Manhole x \$4,000 \$4,000

Pavement Restoration \$7,000

TOTAL **\$33,039**

Warranty Guarantee Amount \$33,039 x 10% = \$3,304



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 Investments, 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 Fontanarosa Village Townhomes; 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 Fontanarosa Village 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 Fontanarosa Village Townhomes 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, _____
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 12096 103 27
_____, dated 08/02/21, 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 Fontanarosa Village 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 _____ day of _____, 20__.

ATTEST:

David G. Fuxan
Witness Signature

David G. Fuxan
Printed Name of Witness

Antonella Di Pietro
Witness Signature

ANTONELLA DI PIETRO
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

Subdivider Agreement for Performance - Placement of Lot Corners.doc

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 9th 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

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 16 day of JUNE,
2021, by DANIELE FARUO and _____
respectively Manager and _____ of DAMA Investment 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 license
as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Lianis MOREAU

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 06/18/2022



Lianis Moreau
Commission # GG214041
Expires: June 18, 2022
Bonded thru Aaron Notary

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. 1209610327

Void After 90 Days

30-1/1140

Date 08/02/21 11:57:34 AM

NTX

HANLEY ROAD

0004 0109251 0320

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 INVESTMENT, LLC

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

001641001973

Perf. Lot Corner

BANK OF AMERICA

Cashier's Check

No. 1209610327

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 08/02/21 11:57:34 AM

NTX

HANLEY ROAD

0004 0109251 0320

Pay



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

Three Thousand Seven Hundred Fifty and 00/100 Dollars

To The Order Of HILLSBOROUGH COUNTY BOCC

AUTHORIZED SIGNATURE

Remitter (Purchased By): DANVA INVESTMENT, LLC

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

⑈ 1209610327⑈ ⑆ 114000019⑆ 001641001973⑈

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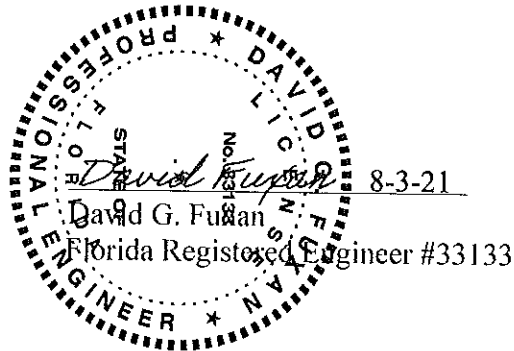
APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

**Fontanarosa Village 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 x 125% = \$3,750



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.

FONTANAROSA VILLAGE TOWNHOMES

BEING A RE-PLAT OF LOTS 6, 7, & 8, BLOCK 2, ARTHUR ESTATES, AS
RECORDED IN PLAT BOOK 31, PAGE 52, OF THE
PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,
SECTION 21, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

DESCRIPTION:
LOTS 6, 7, & 8, BLOCK 2, ARTHUR ESTATES, ACCORDING TO PLAT BOOK 31, THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 52, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 2, IN SAID ARTHUR ESTATES; THENCE NORTH 00°23'57" EAST ALONG THE WEST BOUNDARY OF SAID BLOCK 2, AND THE EAST RIGHT OF WAY LINE OF NORTH HUBERT AVENUE, 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK 2, IN SAID ARTHUR ESTATES; THENCE SOUTH 89°20'22" EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 9, 271.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 AND THE WEST BOUNDARY OF ANSLEY PARK, AS RECORDED IN PLAT BOOK 52, PAGE 6, IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°23'57" WEST ALONG SAID WEST BOUNDARY AND ALONG THE EAST BOUNDARY OF SAID BLOCK 2, 300.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 2, IN SAID ARTHUR ESTATES; THENCE NORTH 89°20'22" WEST ALONG THE BOUNDARY OF SAID LOT 5, 271.90 FEET TO THE POINT OF BEGINNING; 1.87 ACRES MORE OR LESS.

MORTGAGE CONSENT TO DEDICATION
THE UNDERSIGNED, MARK CAPITAL INVESTORS, LLC, AS HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 27066, PAGE 201 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, WHICH ENCUMBERS THE LANDS BEING SUBMITTED AND CONVEYANCES RELATE TOWNSHIPS AND FURTHER HEREBY STATES AND DECLARES THE FOLLOWING:

DEDICATION:
The undersigned, Dome Investments, LLC, a Florida Limited Liability Company, as Owner and Mark Capital Investors, LLC as mortgage holder of the lands depicted herein, hereby dedicate this plat of Fontanarosa Village Townhomes for record.
The private roads and private rights of way shown hereon as Tract "A," (Fontanarosa Village Tract "A") are not dedicated to the public, but are private, and are hereby dedicated to the public use and maintenance of the residents of the District, for the benefit of the lot owners within the subdivision, as shown for ingress and egress of lot owners and their guests and invitees. Said right of ingress and egress of Fontanarosa Village Tract "A" is hereby reserved by the Owner for conveyance to the public and the public use and maintenance of the residents of the District and the maintenance of the subdivision. Said Tract "A" is not dedicated to the public and will be privately maintained.
Owner(s) hereby grant(s) to Hillsborough County government, and providers of law enforcement, emergency, emergency medical, multi-purposes delivery, solid waste/janitation, and other public utilities, the right of way shown hereon as Tract "A" and the areas designated hereon as private roads and private rights of way within Tract "A," and the areas designated hereon as utility easements, for the installation, construction, maintenance, and operation of utility lines and systems for the performance of their official duties.
Owner(s) hereby grant(s) to providers of telephone, electric, cable, satellite and cable data, water and sewer, and other public and quasi-public utilities, 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 the installation, construction, maintenance, and operation of utility lines and systems for the performance of their official duties.
The undersigned also hereby confirm(s) the title of the public right of way as shown hereon.

GENERAL NOTES:

1. SUBDIVISION PLATS DO NOT LEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL BE SUBJECT TO FLOODING, THE DEVELOPMENT REVIEW DIVISION OF HILLSBOROUGH COUNTY HAS 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.
3. BASIS OF BEARING IS BASED ON THE WEST BOUNDARY OF BLOCK 2, ARTHUR ESTATES PLAT BOOK 31, PAGE 52 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, HAS A GRID BEARING OF NORTH 00°23'57" EAST THE GRID BEARINGS AND COORDINATES SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM OF FLORIDA, WHICH IS BASED ON THE NATIONAL ADJUSTMENT OF 1980 TO CORRECT FOR Spheroidal Earth Motion (SHEM) IN 1983.
4. THIS PRIVATE SUBDIVISION CONTAINS RIGHT-OF-WAY, EASEMENT, 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, SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES PAVES, POOLS, STRUCTURES, UTILITY SHEDS, FENCES, FENCES, LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS 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 ALL TELEVISION, CABLE TELEVISION, TELEPHONE, AND OTHER UTILITIES. 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.

WITNESS: _____
ACKNOWLEDGMENT: _____
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA
The foregoing instrument was acknowledged before me by means of _____
Dated this _____ day of _____, 2021, by _____
Produced Under License as Identification.

WITNESS: _____
ACKNOWLEDGMENT: _____
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA
The foregoing instrument was acknowledged before me by means of _____
Dated this _____ day of _____, 2021, by _____
Produced Under License as Identification.

Plot Approval:
THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE PLAT ACT HAS NOT BEEN REVERSED.
REVIEWED BY: _____
LORD PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
STATE OF FLORIDA
DEPARTMENT OF RECREATION SERVICES

NOTARY PUBLIC: _____ (SPL)
WITNESS: _____
ACKNOWLEDGMENT: _____
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA
The foregoing instrument was acknowledged before me by means of _____
Dated this _____ day of _____, 2021, Time _____
Produced Under License as Identification.

NOTARY PUBLIC: _____ (SPL)
WITNESS: _____
ACKNOWLEDGMENT: _____
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA
The foregoing instrument was acknowledged before me by means of _____
Dated this _____ day of _____, 2021, Time _____
Produced Under License as Identification.

Surveyor's Certification
I, the undersigned surveyor, hereby certify that this Plat and Subdivision is a correct representation of the land being subdivided; that this plat was prepared under my supervision in accordance with the provisions of the Florida Statutes, Chapter 177, Part I, Florida Statutes, and that the subdivision was approved by the Department of Recreation Services, as shown hereon; and that all corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

BOARD OF COUNTY COMMISSIONERS
THIS PLAT HAS BEEN APPROVED FOR RECORDATION
CHAIRMAN _____ DATE _____

ASSOCIATES, INC.
DON WILLIAMSON
&
SHEET 1 OF 2
DON WILLIAMSON

BY: _____ DATE _____
DONALD L. WILLIAMSON, PROFESSIONAL SURVEYOR AND MAPPER
DON WILLIAMSON & ASSOCIATES, INC. LBR8945
5020 GUNN HIGHWAY SUITE 220A
TAMPA, FL 33624

BY: _____ DATE _____
THIS PLAT AS RECORDED IN ITS ORIGINAL FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS AND THE BOUNDARIES THEREOF, AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED OR ALTERED BY ANY OTHER DRAWING OR PLAT THAT MAY BE FILED IN THE PUBLIC RECORDS OF THIS COUNTY.

ASSOCIATES, INC.
DON WILLIAMSON
&
SHEET 1 OF 2
DON WILLIAMSON

MAPPER: J.B.# 6915
DON WILLIAMSON
5020 GUNN HIGHWAY SUITE 220A
(813) 965-4795
WV@SURVEYING@GMAIL.COM

FONTANAROSA VILLAGE TOWNHOMES

BEING A RE-PLAT OF LOTS 6, 7, & 8, BLOCK 2, ARTHUR ESTATES, AS
 RECORDED IN PLAT BOOK 31, PAGE 52, OF THE
 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,
 SECTION 21, TOWNSHIP 28 SOUTH, RANGE 18 EAST
 HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

ARTHUR ESTATES PLAT BOOK 31, PAGE 52
 BLOCK 2 LOT 9
 PER P.B. 31, PG. 52

SE CORNER LOT 9
 BLOCK 2
 PER P.B. 31, PG. 52
 N 134.3075, 7468
 E 439980.7922

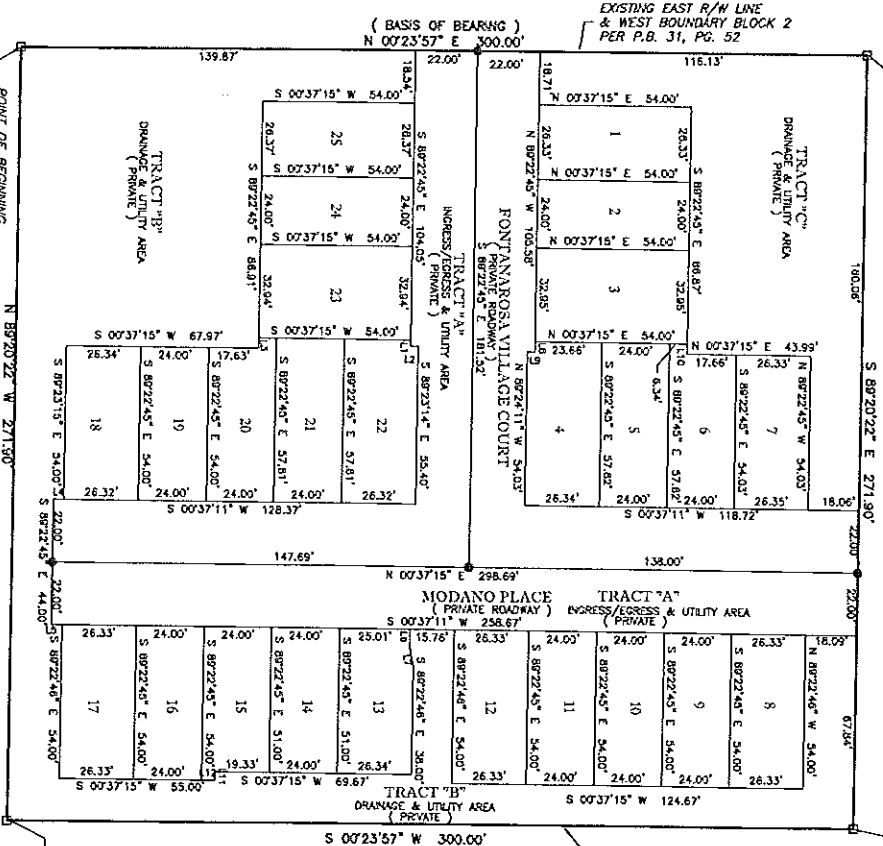
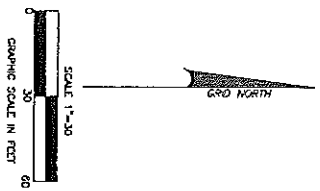
EAST BOUNDARY BLOCK 2
 ARTHUR ESTATES
 PER P.B. 31, PG. 52 &
 WEST BOUNDARY ANSLEY
 PER P.B. 52, PG. 6.

ANSLEY PARK
 PLAT BOOK 52, PAGE 6

NE CORNER LOT 5
 BLOCK 2
 PER P.B. 31, PG. 52
 N 439978.7019
 E 489978.7019

NORTH HUBERT AVENUE

60.00' PLATTED R/W PER PLAT BOOK 31, PAGE 52



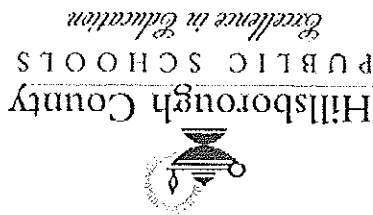
LINE TABLE

LINE NO.	BEARING	DISTANCE
1	N 00°37'15\"	54.00'
2	S 89°22'45\"	54.00'
3	N 00°37'15\"	54.00'
4	S 89°22'45\"	54.00'
5	N 00°37'15\"	54.00'
6	S 89°22'45\"	54.00'
7	N 00°37'15\"	54.00'
8	S 89°22'45\"	54.00'
9	N 00°37'15\"	54.00'
10	S 89°22'45\"	54.00'
11	N 00°37'15\"	54.00'
12	S 89°22'45\"	54.00'
13	N 00°37'15\"	54.00'
14	S 89°22'45\"	54.00'
15	N 00°37'15\"	54.00'
16	S 89°22'45\"	54.00'
17	N 00°37'15\"	54.00'
18	S 89°22'45\"	54.00'
19	N 00°37'15\"	54.00'
20	S 89°22'45\"	54.00'
21	N 00°37'15\"	54.00'
22	S 89°22'45\"	54.00'
23	N 00°37'15\"	54.00'
24	S 89°22'45\"	54.00'
25	N 00°37'15\"	54.00'

- LEGEND:**
- F.C.M. = FOUND CONCRETE MONUMENT
 - L.B. = LICENSE BUSINESS
 - (N) = NORTH
 - (S) = SOUTH
 - (E) = EAST
 - (W) = WEST
 - (O/A) = OVER ALL
 - (P) = PLAT
 - F.C. = FOUND CONCRETE MONUMENT
 - P.R.M. = PERMANENT REFERENCE MONUMENT
 - R/W = RIGHT-OF-WAY
 - TECO = TAMPA ELECTRIC COMPANY
 - DISK LB#6945 (PERMANENT REFERENCE MONUMENT)
 - MAC NAIL CAP LB#6945 (PERMANENT CONTROL POINT)

SHEET 2 OF 2
 DON WILLIAMSON
 &
 ASSOCIATES, INC.
 PROFESSIONAL SURVEYORS

MAPPERS: L.B.#6945
 DON WILLIAMSON
 5020 SANDHURST AVENUE, SUITE 220A
 TAMPA, FLORIDA 33621
 (813) 265-4795
 WAISURVEYING@GMAIL.COM



Certificate of School Concurrency

Project Information

Project Name	Fontanarossa Village
Jurisdiction	Hillsborough County
HGPS Project Number	373
Date/Time application deemed complete	June 27, 2017
Jurisdiction Project Number	3325
Parcel ID Number	24192.0000
Project Location	8419 N. Hubert Ave.
Number of Dwelling Units	25
Housing Type	Single Family Attached
Applicant	Danva Investments, LLC

School Concurrency Analysis				
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	4	2	2	8
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

Lorraine Duffy Suarez, AICP
General Manager
Growth Management & Planning

Date Issued
June 28, 2016