

**SUBJECT:** Gardens Townhomes Phase 2 **PI#3858**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** June 11, 2024  
**CONTACT:** Lee Ann Kennedy

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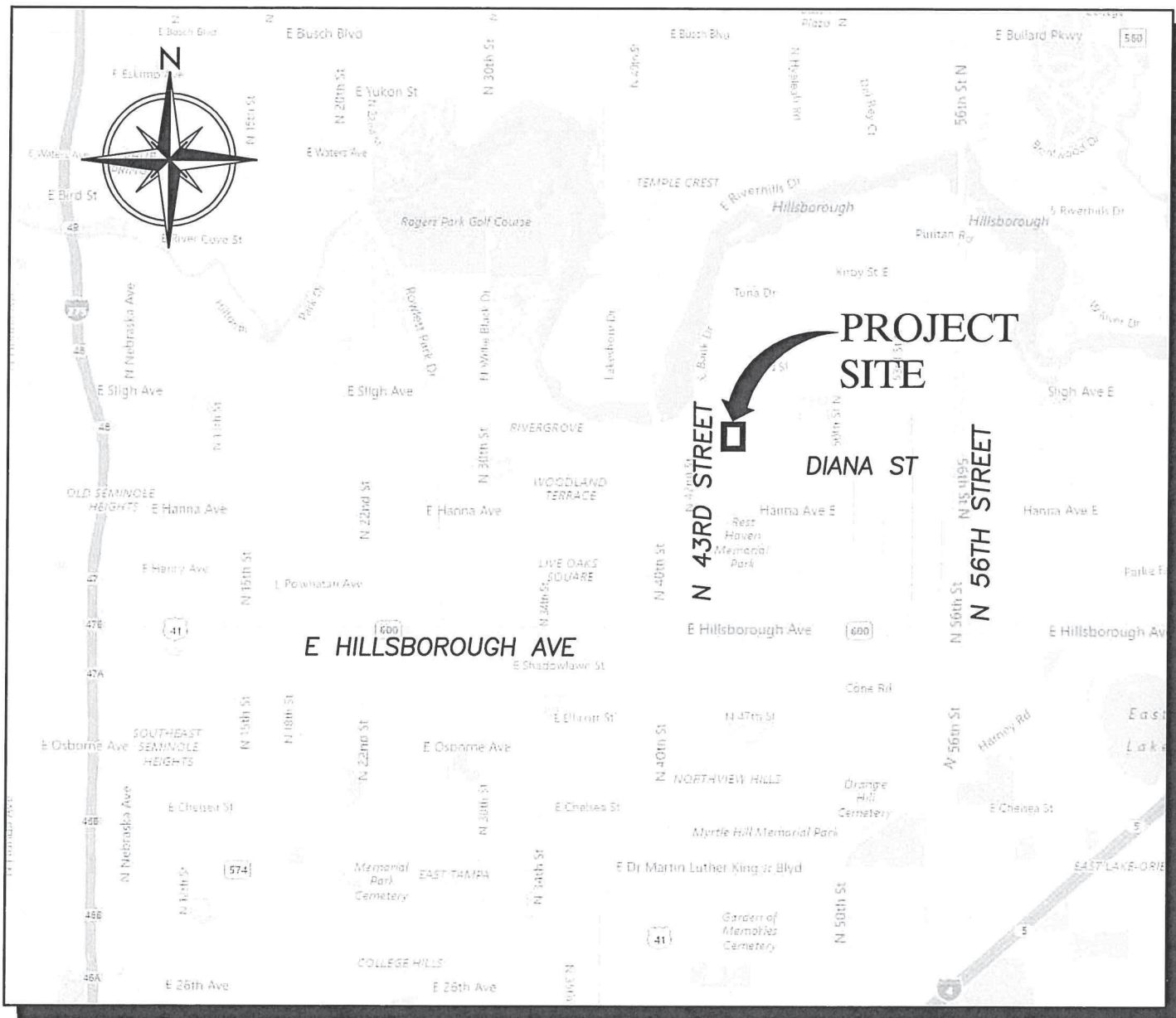
**RECOMMENDATION:**

Accept the plat for recording for Gardens Townhomes Phase 2, located in Section 33, Township 28, and Range 19. Accept a Performance Letter of Credit in the amount of \$486,465.00 and authorize the Chairman to execute the Subdivider's Agreement for Construction of Required Improvements. Also accept a Performance Letter of Credit 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.

School Concurrency has adequate capacity for this project.

**BACKGROUND:**

On January 12, 2024, Permission to Construct Prior to Platting was issued for Gardens Townhomes Phase 2, after construction plan review was completed on December 12, 2023. The developer has submitted the required Letters of Credit, which the County Attorney's Office has reviewed and approved. The developer is Corporation to Develop Communities of Tampa, Inc and the engineer is Fuxan Engineering, Inc.



**VICINITY MAP**  
**HILLSBOROUGH COUNTY, FLORIDA**  
**SECTION 33, TOWNSHIP 28 SOUTH, RANGE 19 EAST**

## SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS - ON SITE

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ Corporation to Develop Communities of Tampa, Inc \_\_\_\_\_, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the 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 \_\_\_\_\_ Gardens Townhomes Phase 2 \_\_\_\_\_, hereafter referred to as the "Subdivision" ; 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 the improvements required by the LDC will be installed; and

**WHEREAS**, the improvements required by the LDC in the Subdivision 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 the 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 as required by the County; and

**WHEREAS**, the Subdivider agrees to build and construct the improvements as listed below and identified as applicable to this project:

Roads/Streets    X	Water Mains/Services    X	Stormwater Drainage Systems
Sanitary Gravity Sewer Systems	Sanitary Sewer Distribution System	Bridges
Reclaimed Water Mains/Services	Sidewalks    X	
Other: _____; and		

**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 Subdivision, within six ( 6 ) 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, any roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.



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 530004330, dated May 1, 2024 with Valley National Bank by order of CDC of Tampa, Inc.
  - b. A Performance Bond, number \_\_\_\_\_ dated, \_\_\_\_\_ with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, or
  - c. Escrow ageement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - d. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.
4. Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.
5. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the 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.
6. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as 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.
7. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
8. 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.
9. 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 this Agreement, effective as of the date set forth above.

ATTEST:

*[Handwritten Signature]*

Witness Signature

*BIZUO PITCHER*

Printed Name of Witness

*David A. Fuxan*

Witness Signature

*David G. Fuxan*

Printed Name of Witness

Subdivider:

By *Ernest Coney*

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Ernest Coney

Name (typed, printed or stamped)

CEO

Title

1907 East Hillsborough Avenue Suite 100  
Tampa FL 33610

Address of Signer

(813) 557-9041

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

APPROVED BY THE COUNTY ATTORNEY

*[Handwritten Signature]*  
By \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this

14<sup>th</sup> day of May, 2024, by Ernest M. Conroy Jr. as  
(day) (month) (year) (name of person acknowledging)  
CEO for CDC of Tampa, Inc.  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

Adrienne M. Clark  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

Adrienne M. Clark  
(Print, Type, or Stamp Commissioned Name of Notary Public)



**ADRIENNE M. CLARK**  
Commission # HH 105108  
Expires March 16, 2025  
Bonded Thru Budget Notary Services

HH105108  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)







MAY 01, 2024

VALLEY NATIONAL BANK IRREVOCABLE  
STANDBY LETTER OF CREDIT NUMBER: S30004330

TO: BENEFICIARY

NAME: HILLSBOROUGH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
ATTN: HILLSBOROUGH COUNTY BOCC  
ADDRESS:  
601 E. KENNEDY BLVD.  
TAMPA, FL 33602

APPLICANT

NAME: CORPORATION TO DEVELOP  
COMMUNITIES OF TAMPA, INC.  
ADDRESS:  
1907 E. HILLSBOROUGH AVENUE,  
SUITE 100  
TAMPA, FL 33610

AMOUNT: U.S. \$486,465.00 (UNITED STATES DOLLARS FOUR HUNDRED EIGHTY SIX  
THOUSAND FOUR HUNDRED SIXTY FIVE AND 00/100)  
EXPIRATION DATE: JANUARY 30, 2025 AT OUR COUNTERS AT 350 MADISON AVENUE,  
3RD FLOOR, NEW YORK, NY 10017

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR  
FAVOR WHICH IS AVAILABLE WITH US AT OUR OFFICE INDICATED HEREIN BY SIGHT  
PAYMENT. IT IS AVAILABLE AGAINST PRESENTATION OF BENEFICIARY'S DRAFT(S)  
DRAWN ON US AT SIGHT, ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A WRITTEN STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC MARKED 'ORIGINAL', READING:  
"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY  
BOCC, HEREBY CERTIFIES THAT THE AMOUNT OF THE PRESENT DRAWING UNDER  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004330, ISSUED BY VALLEY  
NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS  
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC. HAS FAILED TO COMPLETE  
THE IMPROVEMENTS TO BE KNOWN AS GARDENS TOWNHOMES PHASE 2 AS PER  
SUBDIVISION AGREEMENT DATED \_\_\_\_\_ (MUST BE COMPLETED IF PRESENTING  
FOR A DRAW) BETWEEN HILLSBOROUGH COUNTY BOCC AND CORPORATION TO DEVELOP  
COMMUNITIES OF TAMPA, INC. WITHIN THE TIME PERIOD SPECIFIED, AND THAT  
SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO COMPLETE THE  
IMPROVEMENTS AND TO PAY COSTS INCIDENTAL THERETO, AND THAT AT LEAST TEN  
(10) DAYS IN ADVANCE OF THE PRESENTATION OF THE SIGHT DRAFT FOR PAYMENT,  
HILLSBOROUGH COUNTY BOCC HAS PROVIDED TO CORPORATION TO DEVELOP  
COMMUNITIES OF TAMPA, INC. BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,  
NOTICE OF THE COUNTY'S INTENTION TO DRAW FUNDS ON THIS LETTER OF CREDIT.  
THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE  
ENDORSED ON THE REVERSE SIDE HEREOF.

2. THIS ORIGINAL OF THIS LETTER OF CREDIT INCLUDING ANY AND ALL ORIGINAL  
AMENDMENTS THERETO.

ALL DRAFTS MUST BE MARKED AS "DRAWN UNDER VALLEY NATIONAL BANK  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004330 DATED MAY 1, 2024."

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDER OF  
DRAFT(S) DRAWN UNDER AND NEGOTIATED IN COMPLIANCE WITH THE TERMS OF THIS



OUR REF NO: S30004330

DATE: May 01, 2024

LETTER OF CREDIT SHALL BE DULY HONORED UPON DUE PRESENTATION TO US.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND ANY SUBSEQUENT REVISIONS THEREOF APPROVED BY A CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ADHERED TO BY US, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

VERY TRULY YOURS,

VALLEY NATIONAL BANK

AUTHORIZED SIGNATURE

Frank Chu-323 FVP

AUTHORIZED SIGNATURE

Keith Stapleton-866 FVP

APPROVED BY THE COUNTY ATTORNEY

BY \_\_\_\_\_  
Approved As To Form And Legal Sufficiency.

**Gardens Townhomes Phase 2**

**ENGINEERS CONSTRUCTION COST ESTIMATE FOR PERFORMANCE**

Based on JMJ Costs

Remaining work \$389,172.22

**Performance Guarantee Amount**      $\$389,172.22 \times 125\% = \underline{\$486,465}$

Digitally  
signed by  
David G. Fuxan, P.E.  
Florida Registration #33133  
Date:  
2024.05.02  
17:04:23  
-04'00'

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 Corporation to Develop Communities of Tampa, Inc. \_\_\_\_\_, hereinafter referred to as the “Subdivider” and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the “County.”

Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as “LDC” pursuant to the 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 Gardens Phase 2 \_\_\_\_\_ (hereafter referred to as the “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 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, 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 Subdivision, within six \_\_\_\_\_ (6) 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 S30004331 \_\_\_\_\_, dated May 1, 2024 \_\_\_\_\_, with Valley Bank \_\_\_\_\_ by order of Corporation to Develop Communities of Tampa, Inc. \_\_\_\_\_,
  - b. A Performance Bond, number \_\_\_\_\_ dated, \_\_\_\_\_ with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks 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 LDC, 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 its 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 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 this Agreement, effective as of the date set forth above.

ATTEST:

*[Handwritten Signature]*

Witness Signature

*BRUCE PITKIN*

Printed Name of Witness

*[Handwritten Signature]*

Witness Signature

*Ryan McClure*

Printed Name of Witness

Subdivider:

By *EM Coney*

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

**Ernest Coney**

Name (typed, printed or stamped)

**CEO**

Title

1907 East Hillsborough Ave., Suite 100 Tampa, FL 33610

Address of Signer

**(813) 557-9041**

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

**APPROVED BY THE COUNTY ATTORNEY**

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



**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
15<sup>th</sup> day of May, 2024, by Ernest Coney as  
(day) (month) (year) (name of person acknowledging)  
CEO for Gardens at Diana Point, Phase 2.  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

*Adrienne M. Clark*  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

Adrienne M. Clark  
(Print, Type, or Stamp Commissioned Name of Notary Public)



ADRIENNE M. CLARK  
Commission # HH 105108  
Expires March 16, 2025  
Bonded Thru Budget Notary Services

HH105108  
(Commission Number)

3/16/25  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)



MAY 01, 2024

VALLEY NATIONAL BANK IRREVOCABLE  
STANDBY LETTER OF CREDIT NUMBER: S30004331

TO: BENEFICIARY	APPLICANT
NAME: HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	NAME: CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC.
ATTN: HILLSBOROUGH COUNTY BOCC	ADDRESS:
ADDRESS: 601 E. KENNEDY BLVD.	1907 E. HILLSBOROUGH AVENUE, SUITE 100
TAMPA, FL 33602	TAMPA, FL 33610

AMOUNT: U.S. \$3,750.00 (UNITED STATES DOLLARS THREE THOUSAND SEVEN  
HUNDRED FIFTY AND 00/100)  
EXPIRATION DATE: JANUARY 30, 2025 AT OUR COUNTERS AT 350 MADISON AVENUE,  
3RD FLOOR, NEW YORK, NY 10017

WE HEREBY ESTABLISH OUR IRREVOCABLE, STANDBY LETTER OF CREDIT IN YOUR  
FAVOR WHICH IS AVAILABLE WITH US AT OUR OFFICE INDICATED HEREIN BY SIGHT  
PAYMENT. IT IS AVAILABLE AGAINST PRESENTATION OF BENEFICIARY'S DRAFT(S)  
DRAWN ON US AT SIGHT, ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A WRITTEN STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC MARKED ORIGINAL", READING:  
"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY  
BOCC, HEREBY CERTIFIES THAT THE AMOUNT OF THE PRESENT DRAWING UNDER  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004331, ISSUED BY VALLEY  
NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS  
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC. HAS FAILED TO INSTALL  
THE LOT CORNERS TO BE KNOWN AS GARDENS TOWNHOMES PHASE 2 AS PER  
"AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS" DATED \_\_\_\_\_  
(MUST BE COMPLETED IF PRESENTING FOR A DRAW) BETWEEN HILLSBOROUGH COUNTY  
BOCC AND CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC. WITHIN THE  
TIME PERIOD SPECIFIED, AND THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE  
COUNTY'S RIGHT TO INSTALL THE LOT CORNERS AND TO PAY COSTS INCIDENTAL  
THERETO, AND THAT AT LEAST TEN (10) DAYS IN ADVANCE OF THE PRESENTATION  
OF THE SIGHT DRAFT FOR PAYMENT, HILLSBOROUGH COUNTY BOCC HAS PROVIDED TO  
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC. BY CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED, NOTICE OF THE COUNTY'S INTENTION TO DRAW FUNDS  
ON THIS LETTER OF CREDIT. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS  
LETTER OF CREDIT SHALL BE ENDORSED ON THE REVERSE SIDE HEREOF.

2. THIS ORIGINAL OF THIS LETTER OF CREDIT INCLUDING ANY AND ALL  
ORIGINAL AMENDMENTS THERETO.

ALL DRAFTS MUST BE MARKED AS "DRAWN UNDER VALLEY NATIONAL BANK  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004331 DATED MAY 1, 2024."

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDER OF  
DRAFT(S) DRAWN UNDER AND NEGOTIATED IN COMPLIANCE WITH THE TERMS OF THIS



OUR REF NO: S30004331

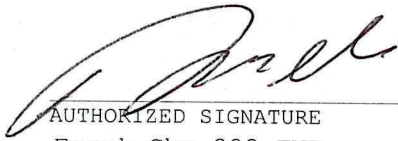
DATE: May 01, 2024

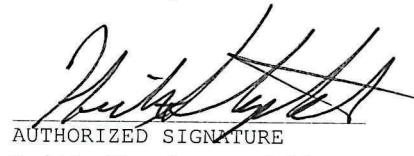
LETTER OF CREDIT SHALL BE DULY HONORED UPON DUE PRESENTATION TO US.

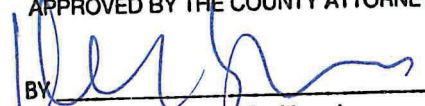
THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND ANY SUBSEQUENT REVISIONS THEREOF APPROVED BY A CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ADHERED TO BY US, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

VERY TRULY YOURS,

VALLEY NATIONAL BANK

  
AUTHORIZED SIGNATURE  
Frank Chu-323 FVP

  
AUTHORIZED SIGNATURE  
Keith Stapleton-866 FVP

APPROVED BY THE COUNTY ATTORNEY  
  
BY  
Approved As To Form And Legal  
Sufficiency.



**Gardens Townhomes Phase 2  
Engineers Cost Estimate  
Performance Guarantee Amount for Lot Corners and PCP's**

The fee to set the Lot Corners and Permanent Control Points (PCP's) as required on the plat is \$3,000.

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

**David G.** Digitally signed  
by David G.  
Fuxan  
**Fuxan** Date: 2024.05.02  
David G. Fuxan  
Florida Registered Engineer #33133  
17:05:52 -04'00'

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.



## Certificate of School Concurrency

<b>Project Name</b>	Garden Townhomes Phase 2
<b>Jurisdiction</b>	Hillsborough
<b>Jurisdiction Project ID Number</b>	3858
<b>HCPS Project Number</b>	983
<b>Parcel ID Number(s)</b>	039511.0100
<b>Project Location</b>	E Diana Street and 43rd Street
<b>Dwelling Units &amp; Type</b>	SFA: 24
<b>Applicant</b>	David Fuxan

### School Concurrency Analysis

<i>School Type</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>Total Capacity Reserved</i>
Students Generated	3	2	2	7

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.

*Lori Belangia*

---

Lori Belangia, M.S.  
 Manager, Growth Management Department  
 Hillsborough County Public Schools  
 E: glorimar.belangia@hcps.net  
 P: 813.272.4228

**Date** 5/15/2023