

SUBJECT: Fairway Pointe fka Fairway Palms PI#5559
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 13, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Fairway Pointe fka Fairway Palms, located in Section 2, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads and water main) 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 Bond in the amount of \$312,287.50, a Warranty Bond in the amount of \$5,625.70 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 \$3,375.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was not required as the project is a 55+ community.

BACKGROUND:

On October 25, 2022, Permission to Construct Prior to Platting was issued for Fairway Pointe fka Fairway Palms. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is HDP Fairway Palms, LLC and the engineer is Landmark Engineering & Surveying Corporation.

Fairway Pointe



Location Map

NOT TO SCALE



**SUBDIVIDER’S AGREEMENT FOR CONSTRUCTION AND
WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this _____ day of _____, 20_____, by and between HDP Fairway Palms, LLC, 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 FAIRWAY POINTE, 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 such improvements 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 Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

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

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

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

hereafter referred to as the “County Improvements”; and

WHEREAS, the County required the Subdivider to warranty the aforementioned County 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 County 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 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, 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 Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County 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, number US00124305SU23A dated, April 26, 2023 with HDP Fairway Palms, LLC as Principal, and _____ XL Specialty Insurance Company as Surety, or
A Warranty Bond, number US00124306SU23A dated, April 26, 2023 with HDP Fairway Palms, LLC as Principal, and _____ XL Specialty Insurance Company as Surety, or
- c. Cashier/Certified Checks, number _____, dated _____ and _____ 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.

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 the 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 exists between the constructed improvements and said certifications.

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 its 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 its 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 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 County Improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of the 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. Provide 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 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 its 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 the 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 this Agreement, effective as of the date set forth above.

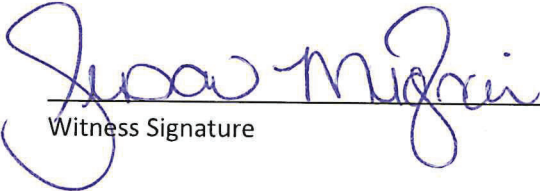
ATTEST:



Witness Signature

Blake Frazier

Printed Name of Witness




Witness Signature

Susan Mugnai

Printed Name of Witness

Subdivider:

By 

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

Jeffrey D. Thorson

Name (typed, printed or stamped)

Vice President

Title

3925 Coconut Palm Dr, Suite 117, Tampa, FL 33619

Address of Signer

813-627-9040

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

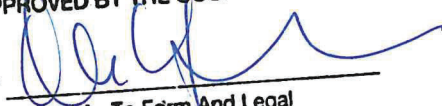
CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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
27th day of April, 2023, by Jeffrey D. Thorson as
(day) (month) (year) (name of person acknowledging)
Vice President for HDP Fairway Palms, LLC
(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

Type of Identification Produced

Christine Mugnai

(Signature of Notary Public - State of Florida)

Christine Mugnai

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

HH 246855

(Commission Number) (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

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number)

(Expiration Date)

Bond #US00124305SU23A

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we HDP Fairway Palms, LLC

1316 Sherman Ave., #215, Evanston, IL 60201 called the Principal, and XL Specialty Insurance Company

70 Seaview Ave Stamford, CT 06902

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Three Hundred Twelve Thousand, Two Hundred Eighty Seven Dollars 50/100 (\$ 312,287.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting of the Fairway Pointe subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

NOW, THEREFORE, the conditions of this obligation are such, that:


- A. If the Principal shall well and truly build, construct, and install in the platted area known as FAIRWAY POINTE subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, 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 Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 13, 2024.

SIGNED, SEALED AND DATED this 26th day of April, 2023.

ATTEST:



HDP Fairway Palms, LLC

By 

Principal

Seal

XL Specialty Insurance Company

Surety

Seal

ATTEST:


Jennifer J. McComb


By 

Attorney-In-Fact

Seal

James I. Moore

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal Sufficiency.

m a m needed



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00124307SU23A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

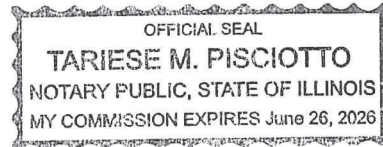
State of Illinois}
} ss.
County of DuPage }

On April 26, 2023 before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of XL Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2026

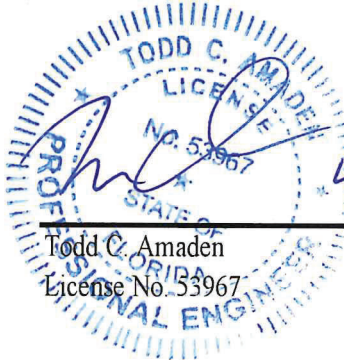
[Handwritten signature of Tariese M. Pisciotto]
Tariese M. Pisciotto, Notary Public
Commission No. 560807



**FAIRWAY PALMS
PERFORMANCE ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$249,830.00
TOTAL	\$249,830.00
125% PERFORMANCE BONDING	\$312,287.50


Todd C. Amaden
License No. 53967

**FAIRWAY PALMS
PERFORMANCE ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	70	SY	1.5" Type SP 9.5 Asphalt	\$110.00	\$7,700.00
2	70	SY	1" Type FC 9.5 Friction Course	\$115.00	\$8,050.00
3	4380	SY	1.75" Type SP 12.5 Asphalt	\$21.45	\$93,951.00
4	3200	LF	Ribbon Curb	\$16.30	\$52,160.00
5	320	LF	Type D Trench Curb	\$27.55	\$8,816.00
6	7940	SF	4" Concrete Sidewalk	\$7.45	\$59,153.00
7	820	SF	6" Concrete Driveway	\$10.00	\$8,200.00
8	4	EA	5' ADA Ramps	\$1,000.00	\$4,000.00
9	1	LS	Signage & Striping	\$7,800.00	\$7,800.00
10					

TOTAL SANITARY SEWER SYSTEM **\$249,830.00**

SUBDIVISION WARRANTY BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, that we HDP Fairway Palms, LLC

1316 Sherman Ave., Evanston, IL 60201

called the Principal, and XL Specialty Insurance Company

70 Seaview Ave., Stamford, CT 06902

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Five Thousand, Six Hundred, Twenty Five Dollars 70/100 (\$5,625.70) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Fairway Pointe. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Roads / Streets and Water Mains / Services Improvements; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as FAIRWAY POINTE against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;

C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 13, 2026.

SIGNED, SEALED AND DATED this 26th day of April, 2023.

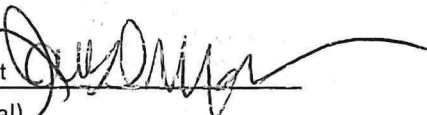
ATTEST:


Principal Signature


HDP Fairway Palms, LLC
(Seal)
XL Specialty Insurance Company
(Seal)

ATTEST:


Jennifer J. McComb

James I. Moore, Attorney-In-Fact 
(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.
as needed



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00124306SU23A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:

Gregory Boal
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

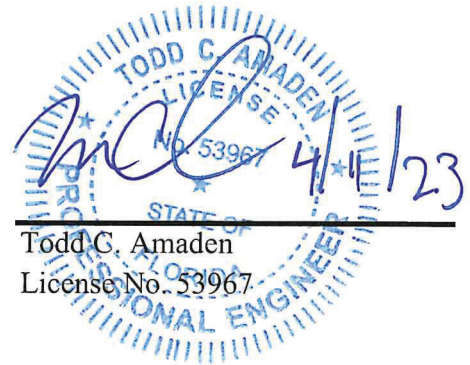
Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

**FAIRWAY PALMS
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$22,022.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$0.00
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$34,235.00
SCHEDULE D - SANITARY SEWER SYSTEM	\$0.00
TOTAL (SCHEDULES A - D)	\$56,257.00
10% WARRANTY BONDING	\$5,625.70



Todd C. Amaden
License No. 53967

**FAIRWAY PALMS
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	70	SY	1.5" Type SP 9.5 Asphalt	\$110.00	\$7,700.00
2	70	SY	1" Type FC 9.5 Friction Course	\$115.00	\$8,050.00
3	70	SY	8" Crushed Concrete Base	\$46.45	\$3,251.50
4	70	SY	12" Stabilized Subgrade (LBR-40)	\$43.15	\$3,020.50
5					
6					
7					
8					
9					
10					

TOTAL SANITARY SEWER SYSTEM **\$22,022.00**

**FAIRWAY PALMS
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

TOTAL STORM DRAINAGE SYSTEM **\$0.00**

**FAIRWAY PALMS
WARRANTY ESTIMATE**

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	43	LF	24" Steel Casing	\$290.00	\$12,470.00
2	70	LF	12" DIP Water Main	\$110.00	\$7,700.00
3	20	LF	6" DIP Water Main	\$50.75	\$1,015.00
4	2	EA	12" Gate Valve	\$5,450.00	\$10,900.00
5	1	EA	6" Gate Valve	\$2,150.00	\$2,150.00
6					
7					
8					
9					
10					
11					\$0.00

TOTAL WATER DISTRIBUTION SYSTEM **\$34,235.00**

**FAIRWAY PALMS
WARRANTY ESTIMATE**

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

TOTAL STREET IMPROVEMENTS

\$0.00

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between HDP Fairway Palms, LLC _____, 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 FAIRWAY POINTE _____ (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 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 _____,
 - b. A Performance Bond, number US00124307SU23A dated, April 26, 2023 _____ with HDP Fairway Palms, LLC _____ as Principal, and _____ XL Specialty Insurance Company 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:

[Signature]
Witness Signature

Blake Frazier
Printed Name of Witness

[Signature]
Witness Signature

Susan Mugnai
Printed Name of Witness

Subdivider:

By [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Jeffrey D. Thorson
Name (typed, printed or stamped)

Vice President
Title

3925 Coconut Palm Dr, Suite 117, Tampa, FL 33619
Address of Signer

813-627-9040
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

BY [Signature]
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

27th day of April, 2023, by Jeffrey D. Thorson as
(day) (month) (year) (name of person acknowledging)
Vice President for HDP Fairway Palms, LLC
(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

Christine Mugnai
(Signature of Notary Public - State of Florida)

Type of Identification Produced



Christine Mugnai
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 246855
(Commission Number) (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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number) (Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we HDP Fairway Palms, LLC
1316 Sherman Ave., #215, Evanston, IL 60201 called the Principal, and XL Specialty Insurance Company
70 Seaview Ave., Stamford, CT 06902 called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of _____
Three Thousand, Three Hundred, Seventy Five Dollars 00/100 (\$ 3,375.00) Dollars for the payment of which sum,
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to these subdivision regulations a final plat of the 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 lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as FAIRWAY POINTE are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

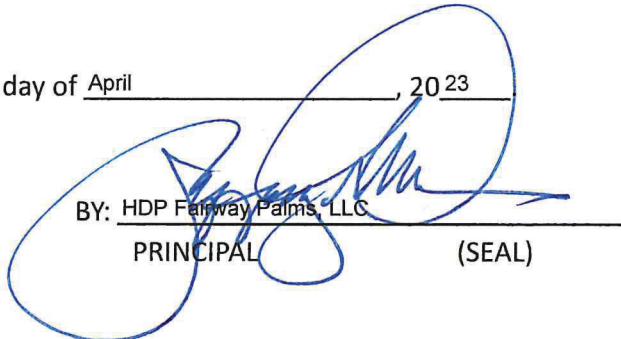
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as FAIRWAY POINTE subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

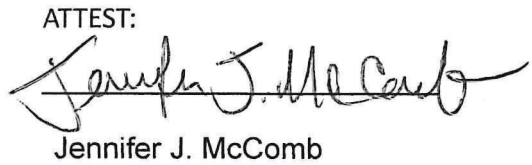
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 13, 2024.


SIGNED, SEALED AND DATED this 26th day of April, 2023

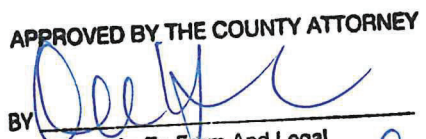
ATTEST:



BY: HDP Fairway Palms, LLC
PRINCIPAL (SEAL)

XL Specialty Insurance Company
SURETY (SEAL)

ATTEST:

Jennifer J. McComb


ATTORNEY-IN-FACT (SEAL)
James I. Moore

APPROVED BY THE COUNTY ATTORNEY

BY: as approved
Approved As To Form And Legal Sufficiency.



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00124305SU23A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765

Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

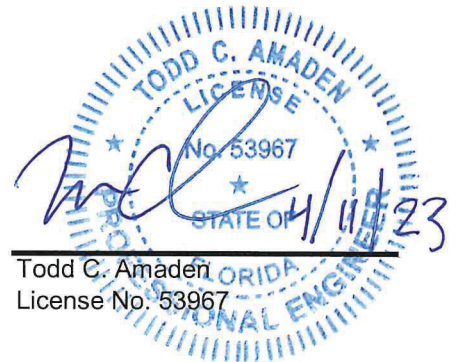
**FAIRWAY PALMS
PERFORMANCE ESTIMATE - LOT CORNERS**

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**



Todd C. Amaden
License No. 53967

FAIRWAY PALMS

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 32 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK: _____ PAGE: _____

DEDICATION:

The undersigned, as owner of the lands platted herein, does hereby dedicate this plat of Fairway Palms for public use as shown on this plat. The maintenance of roads, parcels, and private easements designated on the plat as "public"; the undersigned further makes the following dedications and reservations:

Fee interest in Tracts "A", "B", "C", "D", "E", "F", and "G" 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 are not dedicated to the public and will be privately maintained.

Said Tracts "A", "B", "C", "D", "E", "F", and "G" and all private easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of roads, parcels, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns, and its successors in title.

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 easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

The private roads and rights of way shown hereon as Tract "F" 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 access 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:

HDP Fairway Palms LLC, a Delaware limited liability company

Jeffrey D. Thomas, Vice President

WITNESS _____ FRONT

WITNESS _____ FRONT

ACKNOWLEDGEMENT:

STATE OF _____)
) SS: _____)
 COUNTY OF _____)

THIS IS TO CERTIFY THAT ON _____ APPEARED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE AUTHORIZATION, AN OFFICER duly authorized to TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY OF _____, BY MEANS OF PHYSICAL PRESENCE, JEFFREY D. THOMSON, VICE PRESIDENT OF HDP FAIRWAY PALMS LLC, WHO IS [] / IS NOT [] PERSONALLY KNOWING ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DECLARATION AND STATEFULLY ACKNOWLEDGED THE CONTENTS THEREOF TO BE THEIR FREE, ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

NOTARY PUBLIC:

NAME: _____ (SEAL)

STATE: _____

TITLE OR RANK: _____

SERIAL NUMBER, IF ANY: _____

MY COMMISSION EXPIRES: _____

DESCRIPTION:

A portion of the Southwest 1/4 of Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 2; thence N.89°06'39"W., 3156.29 feet to the Easterly boundary line of FAIRWAY PALMS, A CONDOMINIUM, PHASE 1, as recorded in Condominium Plan Book 13, Page 54, of the Public Records of Hillsborough County, Florida, thence along said Easterly boundary line the following two courses: N.09°49'59"E., 67.08 feet; thence N.03°10'28"W., 347.04 feet to the Northeast corner of said PHASE 1 and the POINT OF BEGINNING; thence along the Northern boundary line of said PHASE 1, as established by the Amendment to Add Real Property to the Declaration of Covenants, Conditions and Restrictions of Fairway Palms Condominium Association, Inc., recorded in Official Records Instrument Number 2202050360 and the Amendment to Withdrawal Real Property to the Declaration of Covenants, Conditions and Restrictions of Fairway Palms Condominium Association, Inc., recorded in Official Records Instrument Number 2202050361, the following 13 courses: N.83°10'28"W., 145.00 feet; thence N.39°55'02"W., 8.76 feet; thence N.04°12'50"W., 23.43 feet; thence N.86°51'18"W., 118.50 feet; thence S.63°26'07"W., 50.24 feet; thence N.71°43'28"W., 166.88 feet; thence N.54°07'09"W., 94.74 feet; thence S.64°52'22"W., 45.32 feet; thence S.84°36'55"W., 40.10 feet; thence S.03°10'28"E., 95.35 feet; thence S.86°49'31"W., 86.29 feet; thence S.03°10'29"E., 29.49 feet; thence S.86°49'31"W., 58.01 to the Northwest corner of said PHASE 1 and the Easterly right-of-way line of CYPRESS VILLAGE BOULEVARD, said right-of-way line being a non-tangent curve, concave to the East, having a radius of 1805.00 feet; thence Northwesterly, 514.51 feet along said curved right-of-way line, through a central angle of 16°19'55" (chord bears N.00°50'32"W., 512.77 feet); thence N.85°08'54"E., 747.10 feet; thence S.03°10'28"E., 560.32 feet to the POINT OF BEGINNING.

Containing 8.46 Acres, more or less.

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____ DATE _____

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER COMPLIANCE. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

BY: _____ SURVEYOR AND LICENSEE / _____ SURVEY SECOND, 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 PART OF CHAPTER 177 PART 177.081, OF THE FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: _____ CLERK OF CIRCUIT COURT BY: _____ DEPUTY CLERK

THIS _____ DAY OF _____ 20____ THIS _____

CLERK FILE NUMBER _____

SURVEYOR'S CERTIFICATE:

I, _____, SURVEYOR, CERTIFY THAT THIS PLATED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, 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; THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.) AND LOT CORNERS WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BOUNDARY.

_____ SURVEYOR
 FLORIDA REGISTERED SURVEYOR

LANDMARK ENGINEERING & SURVEYING CORPORATION
 8815 FAIRMORRIS LANE, SUITE 100
 TAMPA, FLORIDA 33619
 CERTIFICATE OF AUTHORIZATION NO. LB 3913



8815 Fairmorris Lane
 Tampa, Florida 33619
 (813) 866-1822 (fax)
 www.leesc.com | L.B. # 3913

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS RECORDED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL REVISIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

HILLSBOROUGH COUNTY
DEVELOPMENT SERVICES
SITE AND SUBDIVISION REVIEW SHEET

Resub- PRELIMINARY PLAT

PROJECT NAME Fairway Palms FOLIO # 54953.0275 Project ID# 5559

SUBMITTED 04/07/2022 DISTRIBUTED 04/08/2022 DUE 04/29/2022

EOR NAME & PHONE Todd Amaden 813-621-7841

EOR EMAIL ADDRESS: comments@lesc.com

OWNER NAME & PHONE Fairway Palms LLC 813-627-9040

OWNER EMAIL ADDRESS: jthorson@wmryan.com

DRC DATE 05/05/2022 SECTION/TOWNSHIP/RANGE 02-32-19

	APPROVED		GRAND OAKS
X	APPROVED WITH CONDITIONS		ON SITE PIPING
	RESUBMITTAL REQUIRED		OVERLAY DISTRICT / ARCHITECTURAL REVIEW
	INSUFFICIENT FOR REVIEW*		PROPORTIONATE FAIR SHARE
	LIGHTING PLANS		Di minimis Subdivision
	NO REVIEW REQUIRED		FIRE MARSHAL PLAN REVIEW & PERMIT REQUIRED

CONDITIONS/COMMENTS

Dwelling Unit No.: 54

Dwelling Unit Type: Single-Family attached

In response to School District staff's February 23, 2022. comments relating to the lack of school capacity in southern Hillsborough County, the applicant is proposing the units become over 55 adult community. Therefore, this project is approved, subject to the following conditions:

- 1) Place a note on the face of the plat, indicating that this project is a deed-restricted 55+ Development; and
- 2) Per LDC Section 4.02.08.C, Deed restrict the property prohibiting the permanent occupancy of a resident under the age of 55. Such deed restrictions must be recorded and must be irrevocable for a period of at least 30 years.

Should questions arise, please contact the HCPS staff member below.

PRELIMINARY APPROVED: _____

REVIEWED BY: Renée M. Kamen, AICP PHONE# 813-272-4083 DATE: April 27, 2022

	NATURAL RESOURCES	272-5600		FIRE	276-8433
	TRANSPORTATION	272-5600		PARKS	975-2160
	SITE ENGINEERING	272-5600		STREET & ADDRESSES	744-5862
	STORMWATER	272-5600		REAL ESTATE/SURVEY	307-4783
	UTILITIES	272-5600		PUBLIC WORKS (TRAFFIC SVCS)	272-5912
	ZONING	272-5600	x	SCHOOL DISTRICT	272-4690
	EPC	627-2600 EXT.1239			