

SUBJECT: The Arbours Townhomes
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for The Arbours Townhomes, located in Section 10, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (off-site roads, drainage and water) 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 \$53,945.68, a Warranty Bond in the amount of \$16,333.20, 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 \$24,375.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On March 16, 2020, Permission to Construct Prior to Platting was issued for The Arbours Townhomes. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Starlight Homes Florida, LLC. and the engineer is Otero Engineering.

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

This Agreement is made and entered into this 11th day of December, 2020, by and between Starlight Homes Florida 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 The Arbours Townhomes; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as The Arbours Townhomes are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, 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 off-site and on-site improvements as required in connection with the The Arbours Townhomes Subdivision; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"):

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

_____ and

WHEREAS, the County requires 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 requires 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 the on-site and off-site improvements required within and in connection with The Arbours Townhomes 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, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the Improvements constructed in connection with The Arbours 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, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond, dated 10/29/2020 with Starlight Homes Florida LLC as Principal, and Lexon Insurance Company as Surety, and

A Warranty Bond, dated 10/29/2020 with Starlight Homes Florida LLC as Principal, and Lexon Insurance Company as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and 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 letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site 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 The Arbours 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 Improvements for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
 12. In the event that the improvement facilities are completed prior to the end of the twelve 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 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 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.

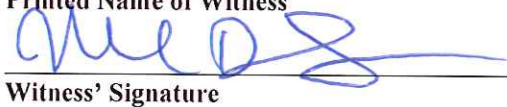
IN WITNESS WHEREOF, the parties hereto have executed these presents, this 11th day of December, 2020.

ATTEST:



Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

ANDY RICHARDSON
Printed Name of Witness



Witness' Signature

MIKE LEWIS
Printed Name of Witness

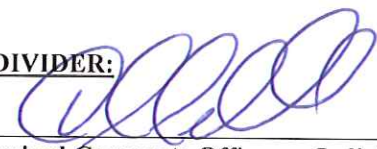
NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: 

Authorized Corporate Officer or Individual

Darryl Colwell
Name (typed, printed or stamped)

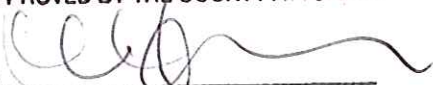
Authorized Representative
Title

9720 Princess Palm Ave Ste 130 Tampa, FL 33619
Address of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY



BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11 day of December, 2020, by Darryl Colwell and

respectively President and Authorized Representative of Starlight Homes,

Inc., a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced _____

as identification and did take an oath.

NOTARY PUBLIC:

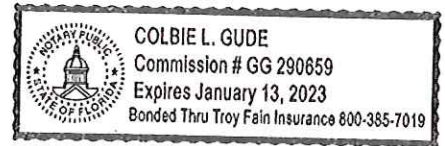
Sign: Colbie Guide (Seal)

Print: Colbie Guide

Title or Rank: Notary

Serial Number, if any: _____

My Commission Expires: 1/13/2023



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: _____

SUBDIVISION PERFORMANCE BOND On-site and Off-site

Bond No. LICX1196170

KNOW ALL MEN BY THESE PRESENTS, That we, Starlight Homes Florida LLC called the Principal and Lexon Insurance Company, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Fifty Three Thousand Nine Hundred Forty Five Dollars and Sixty Eight Cents (\$53,945.68) 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 Chapter 163 and Chapter 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, the Principal has filed with the Development Review Division of 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 associated off-site 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 for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

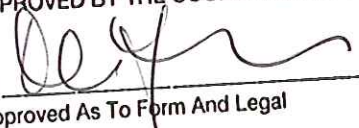
WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

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 The Arbours Townhomes 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 and all off-site improvements 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 May 31, 2022.


APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

SIGNED, SEALED AND DATED this 29th day of October, 2020.

ATTEST:

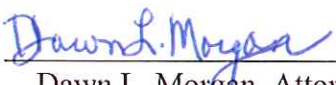


BY: 
PRINCIPAL (SEAL)

Lexon Insurance Company
SURETY (SEAL)

ATTEST:




Dawn L. Morgan, Attorney-in-Fact (SEAL)

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarlese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION DOLLARS (\$15,000,000.00).

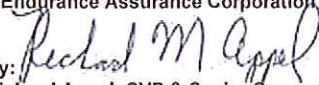
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

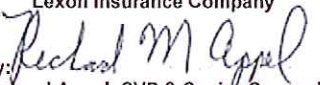
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: 
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of October 20 2020 .

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

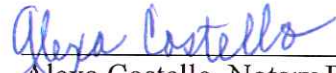
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On October 29, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Dawn L. Morgan, known to me to be Attorney-in-Fact of Lexon 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 on 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 November 19, 2023



Alexa Costello, Notary Public
Commission No. 904586



WARRANTY BOND

Bond No. LICX1196169

KNOW ALL MEN BY THESE PRESENTS, That we Starlight Homes Florida called the Principal and Lexon Insurance Company, called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Sixteen Thousand Three Hundred Thirty Three Dollars and twenty Cents (\$16,333.20) 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 Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, 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 improvement facilities (Off-Site roads, drainage and water) for maintenance constructed in conjunction with the platted subdivision known as The Arbours Townhomes; and **WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (off-site roads, drainage and water) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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

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:

- If the Principal shall warrant for a period of two years following the date of acceptance of the off-site roads, drainage and water improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as The Arbours townhomes against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- 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;
- 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 5/31/2024.

SIGNED, SEALED AND DATED this 29th day of October, 2020.

ATTEST:

Lisa Walk

Starlight Homes Florida, LLC
PRINCIPAL (SEAL)

[Signature]

APPROVED BY THE COUNTY ATTORNEY

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

Lexon Insurance Company
SURETY (SEAL)

ATTEST:

Liane Rubright

Dawn L. Morgan
ATTORNEY-IN-FACT (SEAL)
Dawn L. Morgan



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of October 20 2020.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On October 29, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Dawn L. Morgan, known to me to be Attorney-in-Fact of Lexon 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 on 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 November 19, 2023

Alexa Costello
Alexa Costello, Notary Public
Commission No. 904586



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

This Agreement made and entered into this 5th day of November, 2020, by and between Starlight Homes Florida 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 The Arbours 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 The Arbours 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 The Arbours Townhomes subdivision within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____,
dated _____,
with _____,
_____ by order of
_____, or
 - b. A Performance Bond, dated October 29, 2020, with Starlight Homes Florida LLC as Principal, and Lexon Insurance Company as Surety,
or
 - c. Escrow Agreement, 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.

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 The Arbours 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 5th day of November, 2020.


ATTEST:



Witness Signature

Andy Richardson

Printed Name of Witness



Witness Signature

Barbara Baker

Printed Name of Witness

SUBDIVIDER:


By: _____
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

Darryl Colwell

Printed Name of Signer

Authorized Representative

Title of Signer

9720 Princess Palm Ave Ste 130 Tampa, FL33619

Address of Signer

813-535-7928

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

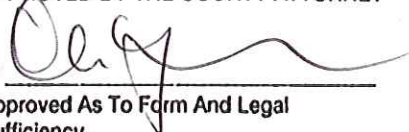
By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

Subdivider Agreement for Performance - Placement of Lot Corners.doc

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9 day of Nov, 2020, by Darryl Colwell and _____

respectively President and Auth Rep of Starlight Florida, LLC

Inc., a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Barbara Baker

Title or Rank: Closing Coordinator

Serial Number, if any: GG 348797

My Commission Expires: 10/16/2023



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: _____

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

Bond No. LICX1196171

KNOW ALL MEN BY THESE PRESENTS, That we Starlight Homes Florida LLC called the Principal, and Lexon Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Twenty Four Thousand Three Hundred Seventy Five (\$24,375.00) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, 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, 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 The Arbours Townhomes are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners 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 for Performance – Placement of Lot Corners, the terms of which Agreement require

the Principal to submit an instrument ensuring completion of construction of required improvements.

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 The Arbours Townhomes 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 twenty-four (24) 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 May 31, 2023.

SIGNED, SEALED AND DATED this 29th day of October, 2020.

ATTEST:

Lisa Walker

BY:

[Signature]
PRINCIPAL (SEAL)

Lexon Insurance Company
SURETY (SEAL)

ATTEST:

Diane Rubright

Dawn L. Morgan
Dawn L. Morgan, ATTORNEY-IN-FACT
(SEAL)

APPROVED BY THE COUNTY ATTORNEY

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

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of October 20 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On October 29, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Dawn L. Morgan, known to me to be Attorney-in-Fact of Lexon 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 on 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 November 19, 2023

Alexa Costello
Alexa Costello, Notary Public
Commission No. 904586





**THE ARBOURS TOWNHOMES
ENGINEERS ESTIMATE**

**SCHEDULE
Summary**

Amount Per Schedule

SCHEDULE A - OFFSITE EARTHWORK	\$10,532.76
SCHEDULE B - OFFSITE PAVING	\$28,493.99
SCHEDULE C - OFFSITE POTABLE WATER	\$81,896.28

TOTAL AMOUNT	\$120,923.03
	X 10%
BOND AMOUNT	<u>\$12,092.30</u>

Charles A. Otero, State of Florida, Professional Engineer,
License No. 18259.

Digitally signed
by Charles A. Otero
Otero

This item has been digitally signed and sealed by Charles A. Otero, P.E. on 10/23/2020.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: 2020.10.23
14:45:10 -04'00'

Charles A. Otero, P.E.
License No. 18259

Engineers Estimate
SCHEDULE A - Offsite Earthwork

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
A	1	Silt Fence	300	LF	\$1.50	\$450.00
A	2	Ditch Excavation	1953	CY	\$2.50	\$4,882.50
A	3	Sod	2301	SY	\$2.26	\$5,200.26
TOTAL A - Offsite Earthwork						\$10,532.76

**Engineers Estimate
SCHEDULE B - Offsite Paving**

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
B	1	1.5" FC - 9.5 Asphalt	153	SY	\$20.70	\$3,167.10
B	2	6" Crushed Concrete Base LBR 100	153	SY	\$17.95	\$2,746.35
B	3	12" Stablized Subgrade LBR 40	153	SY	\$9.43	\$1,442.79
B	4	Type 'F' Curb	165	LF	\$20.97	\$3,460.05
B	5	Remove Curb	315	LF	\$12.90	\$4,063.50
B	6	12" Stablized Subgrade LBR 40 (Offsite Path)	1380	SY	\$6.09	\$8,404.20
B	7	Sod Existing ROW	900	LF	\$2.90	\$2,610.00
B	8	Offsite Grading	1	LS	\$2,600.00	\$2,600.00
B	9	Concrete Sidewalk	490	SF	\$5.03	\$2,464.70
B	10	MES	2	EA	\$1,203.00	\$2,406.00
B	11	Rip Rap	10	TON	\$64.68	\$646.80

TOTAL B - Offsite Paving

\$28,493.99

Engineers Estimate
SCHEDULE C - Offsite Potable Water

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
C	1	12" x 8" Tapping Sleeve and Valve	1	EA	\$4,511.72	\$4,511.72
C	2	12" CL350 DIP	140	LF	\$60.51	\$8,471.40
C	3	24" Steel Casing Jack & Bore	133	LF	\$506.52	\$67,367.16
C	4	12"- 90 Degree MJ Bend	3	EA	\$450.00	\$1,350.00
C	7	Pressure Test	140	LF	\$1.40	\$196.00

TOTAL C - Publicly Owned Potable Water \$81,896.28

THE ARBOURS TOWNHOMES
PERFORMANCE ESTIMATE - LOT CORNERS

Lot Corners

Item	Quantity	Description	Unit Cost	Total Cost
1	132	Lot Corners	\$147.73	\$19,500

TOTAL LOT CORNERS \$19,500.00

125% PERFORMANCE BONDING \$24,375.00

Charles A. Otero, State of Florida, Professional Engineer,
License No. 18259

This item has been digitally signed and sealed by Charles
A. Otero, P.E. c 10/13/2020

Charles A Otero

Printed copies of this document are not considered signed
and sealed as of the time this print is verified on
any electronic copies.

Date: 2020.10.13
15:26:31 -04'00'

Charles A. Otero
License No. 18259

ARBOURS TOWNHOMES

PLAT BOOK PAGE
SHEET 1 OF 12 SHEETS

A SUBDIVISION LYING AND BEING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE UNDERSIGNED, STARLIGHT HOMES FLORIDA L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (OWNER), HEREBY CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREIN AND HEREBY DEDICATES THIS PLAT ENTITLED "ARBOURS TOWNHOMES" FOR RECORD. THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

OWNER DOES HEREBY DEDICATE ALL OF THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON, TO HILLSBOROUGH COUNTY, FLORIDA (THE "COUNTY") FOR THE BENEFIT OF THE PUBLIC FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

SEE INTEREST IN TRACTS "100", "101", "200", "201", "300", "301", "302", "600", AND "ROW-1" AS SHOWN HEREON, IS HEREBY RESERVED BY OWNER FOR CONVEYANCE BY SEPARATE INSTRUMENT TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMER AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. THE LOT OWNERS WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE BY SEPARATE INSTRUMENT TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMER AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID EASEMENTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY SHOWN HEREON AS TRACT "ROW-1" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PRIVATE AND ARE HEREBY RESERVED BY OWNER(S) FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMER AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, AS ACCESS FOR INGRESS AND EGRESS 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 PROVIDERS OF LAW ENFORCEMENT, POLICE, FIRE, MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE REMOVAL, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY WITHIN TRACT "ROW-1" AS SHOWN HEREON FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

OWNER HEREBY GRANTS TO PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA, WATER AND SEWER, AND OTHER PUBLIC AND QUASI-PUBLIC UTILITIES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS AND A NON-EXCLUSIVE PUBLIC RIGHT OF WAY AND TRAIL CROSSING THE PRIVATE ROADS AND PRIVATE RIGHTS OF WAY WITHIN TRACT "ROW-1" AND THE AREA DESIGNATED HEREIN AS UTILITY EASEMENTS FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES AND RELATED PURPOSES, FOR THE BENEFIT OF THE LOT OWNERS HEREIN.

SAID TRACTS "100", "101", "200", "201", "300", "301", "302", "600", AND "ROW-1", INCLUDING ALL AREAS WITHIN SUCH TRACTS, AND ALL PRIVATE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS DEDICATED TO THE PUBLIC USE AS SHOWN ON THIS PLAT.

THE MAINTENANCE OF OWNER RESERVED TRACTS, AREAS, AND/OR EASEMENTS RESERVED BY THE OWNER AS PRIVATE ("P" ANY) WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND ITS SUCCESSORS IN TITLE.

OWNER: STARLIGHT HOMES FLORIDA L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: DARRYL COLWELL, AUTHORIZED REPRESENTATIVE

WITNESS:

PRINT NAME: _____

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

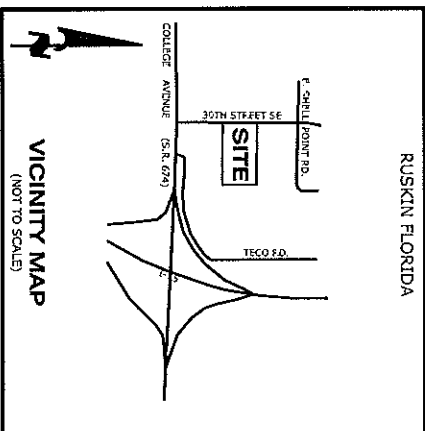
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, BY MEANS OF () PHYSICAL PRESENCE, OR () ONLINE NOTARIZATION, PERSONALLY APPEARED DARRYL COLWELL, TO ME KNOWN TO BE THE INDIVIDUAL AUTHORIZED AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AS AUTHORIZED REPRESENTATIVE OF STARLIGHT HOMES FLORIDA L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SUCH CERTIFICATE ON BEHALF OF THE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2021

NOTARY PUBLIC, STATE OF _____ AT LARGE

MY COMMISSION EXPIRES _____

- ### SHEET INDEX
- COVER SHEET
 - BOUNDARY DETAIL
 - LEGAL DESCRIPTION/NOTES
 - KEY MAP & TRACT TABLE
 - SECTION DETAIL SHEET
 - SUBDIVISION DETAIL SHEET
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 - SUBDIVISION DETAIL SHEET



VICINITY MAP
(NOT TO SCALE)

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DRAFT

PLAT APPROVAL

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

REVIEWED BY:
FLORIDA PROFESSIONAL SURVEYOR & MAPPER,
LAND ACQUISITION SERVICES DIVISION
HILLSBOROUGH COUNTY, FLORIDA

CHAIRMAN

DATE

BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORDATION

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: _____ CLERK OF CIRCUIT COURT

BY: _____ DEPUTY CLERK OF CIRCUIT COURT

THIS _____ DAY OF _____, 2021, TIME: _____

CLERK FILE NUMBER: _____

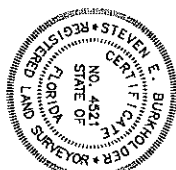
CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE AND THAT PERMANENT AND TEMPORARY EASEMENTS (UNLESS HEREIN SPECIFICALLY NOTED) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTES OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

R.J. RHODES ENGINEERING, INC.
L.S. NO. 6724

BY: STEVEN E. BURKHOLDER, P.L.S., VICE PRESIDENT

PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4521
(NOT VALID UNLESS SIGNED IN INK WITH EMPLOYED SEAL ATTACHED HERETO)
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R.J. RHODES ENGINEERING, INC.
FLORIDA LB #6924, FLORIDA EB#8120
CONSULTING CIVIL ENGINEERING & SURVEYING
325 INTERSTATE BLVD, SARASOTA, FL 34240
PHONE: 941-924-1600

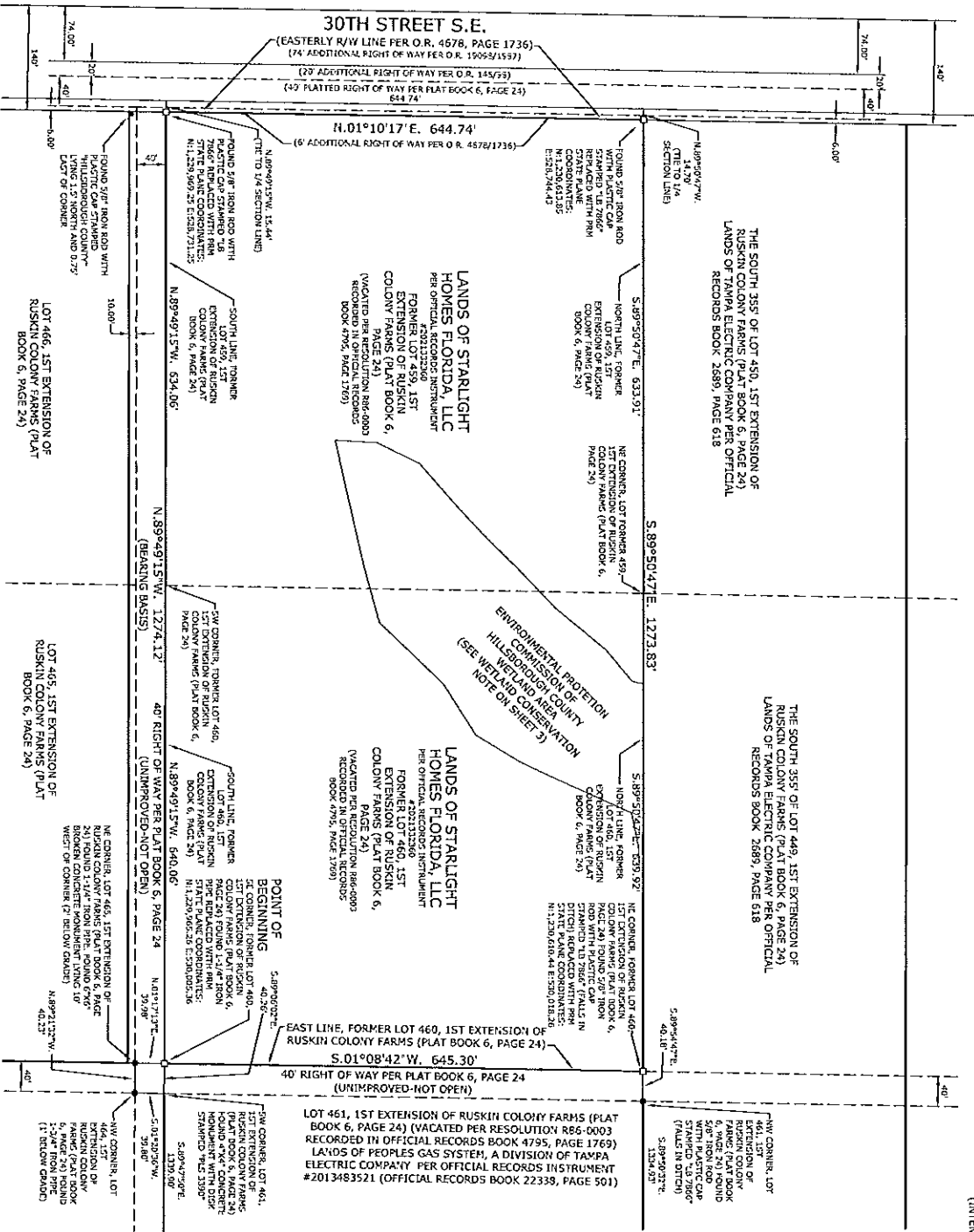
ARBOURS TOWNHOMES

A SUBDIVISION LYING AND BEING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
 SHEET 2 OF 12 SHEETS
OVERALL BOUNDARY DETAILS
 SCALE IN FEET
 (INTENDED SCALE: 1"=100')



- SHEET INDEX**
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 - BOUNDARY DETAIL
 - LEGAL DESCRIPTION/NOTES
 - KEY MAP & TRACT TABLE
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 - SUBDIVISION DETAIL SHEET



- LEGEND**
- ▲ TRAVERSE POINT
 - IRON ROD OR PIPE
 - CONCRETE MONUMENT
 - ⊙ NAIL/PIPE



DRAFT

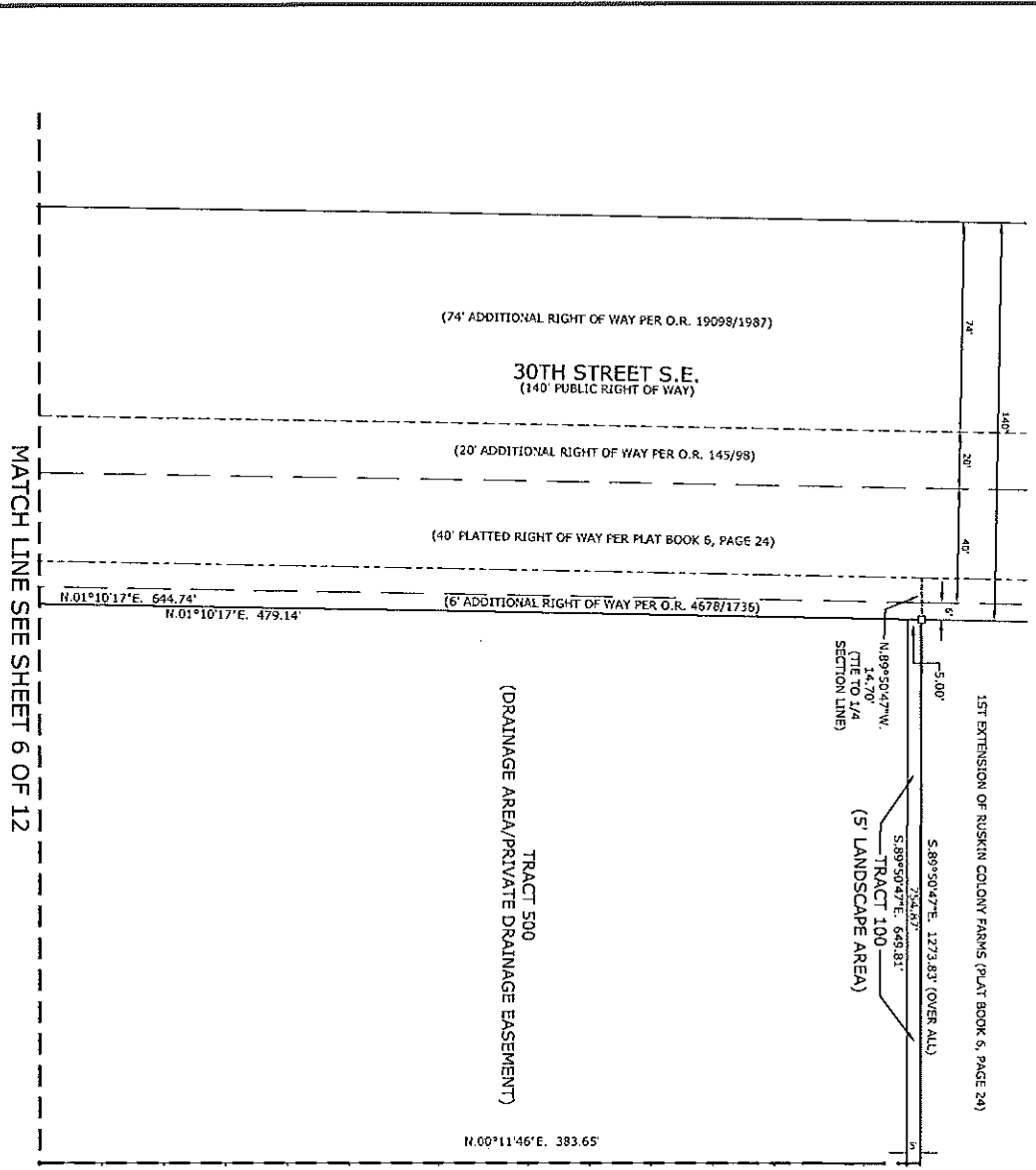
R.J. RHODES ENGINEERING, INC.
 FLORIDA LB #6924, FLORIDA EB#8120
 CONSULTING CIVIL ENGINEERING & SURVEYING
 325 INTERSTATE BLVD. SARASOTA, FL 34240
 PHONE: 941-924-1600

DATE: 11/15/2024 10:00 AM PROJECT: ARBOURS TOWNHOMES SHEET 2 OF 12 SHEETS

ARBOURS TOWNHOMES

A SUBDIVISION LYING AND BEING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

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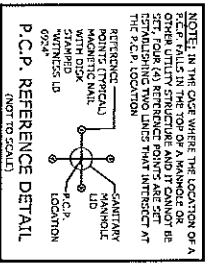


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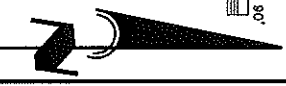
DRAFT

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325 INTERSTATE BLVD. SARASOTA, FL. 34240
PHONE: 941-924-1600



PARALLEL OFFSET DIMENSION NOTE:
THIS DIMENSION IS THE PERPENDICULAR DISTANCE FROM THE CENTERLINE OF A ROAD OR HIGHWAY TO THE CENTERLINE OF A PARALLEL LINE. THIS DIMENSION IS NOT THE SAME AS THE DISTANCE FROM THE CENTERLINE OF A ROAD OR HIGHWAY TO THE CENTERLINE OF A PARALLEL LINE AS SHOWN HEREON AND INDICATED TO THE ACCUMULATED DISTANCE DIMENSION. THIS DIMENSION IS EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (E.G. 5.189) (E.G. 1.2 = 1.200) 7.25

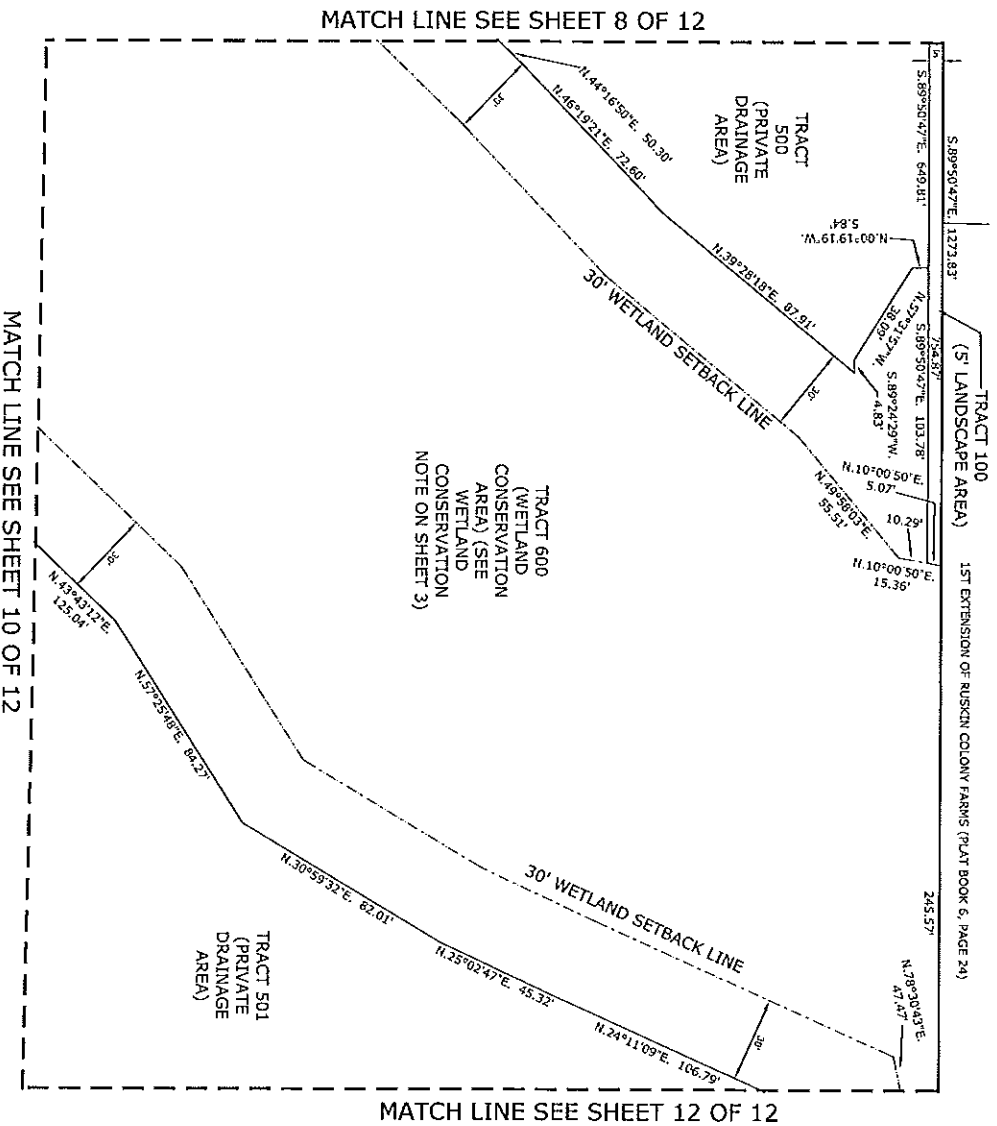
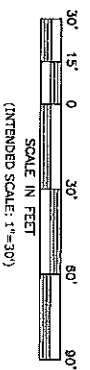
- ### LEGEND
- TIC MARK AT CORNER
 - PERM. 15.0% CONCRETE PAVEMENT
 - IRON ROD ON PIPE FOUND AS NOTED
 - FOUND CONCRETE MONUMENT AS NOTED
 - PERM. 15.0% CONCRETE
 - IRON ROD SET AS NOTED
- ### ABBREVIATIONS
- 84W-RIGHT OF WAY
 - 50 FT. - SQUARE FEET
 - 100 FT. - SQUARE FEET
 - 100 FT. - SQUARE FEET
 - PERM-PERMANENT CONCRETE CURB/PAVEMENT
 - PERM-PERMANENT CONCRETE MONUMENT
 - PERM-PERMANENT CONTROL POINT
 - PT-POINT OF TANGENCY
 - PC-POINT OF CURVATURE
 - CCR-CERTIFIED CORNER RECORDED
 - TECO-TOWN ELECTRIC COMPANY
 - OR-OFFICIAL RECORDS BOOK



ARBOURS TOWNHOMES

A SUBDIVISION LYING AND BEING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

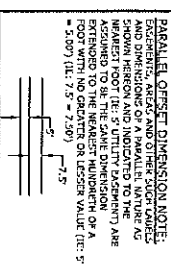
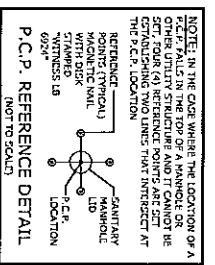
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 9. SUBDIVISION DETAIL SHEET
 10. SUBDIVISION DETAIL SHEET
 11. SUBDIVISION DETAIL SHEET
 12. SUBDIVISION DETAIL SHEET

DATE: 03/11/2010
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

DR
R.J. RHODES ENGINEERING, INC.
FLORIDA LICENSE #6924, FLORIDA EB#8120
CONSULTING CIVIL ENGINEERING & SURVEYING
325 INTERSTATE BLVD. SARASOTA, FL. 34240
PHONE: 941-924-1600

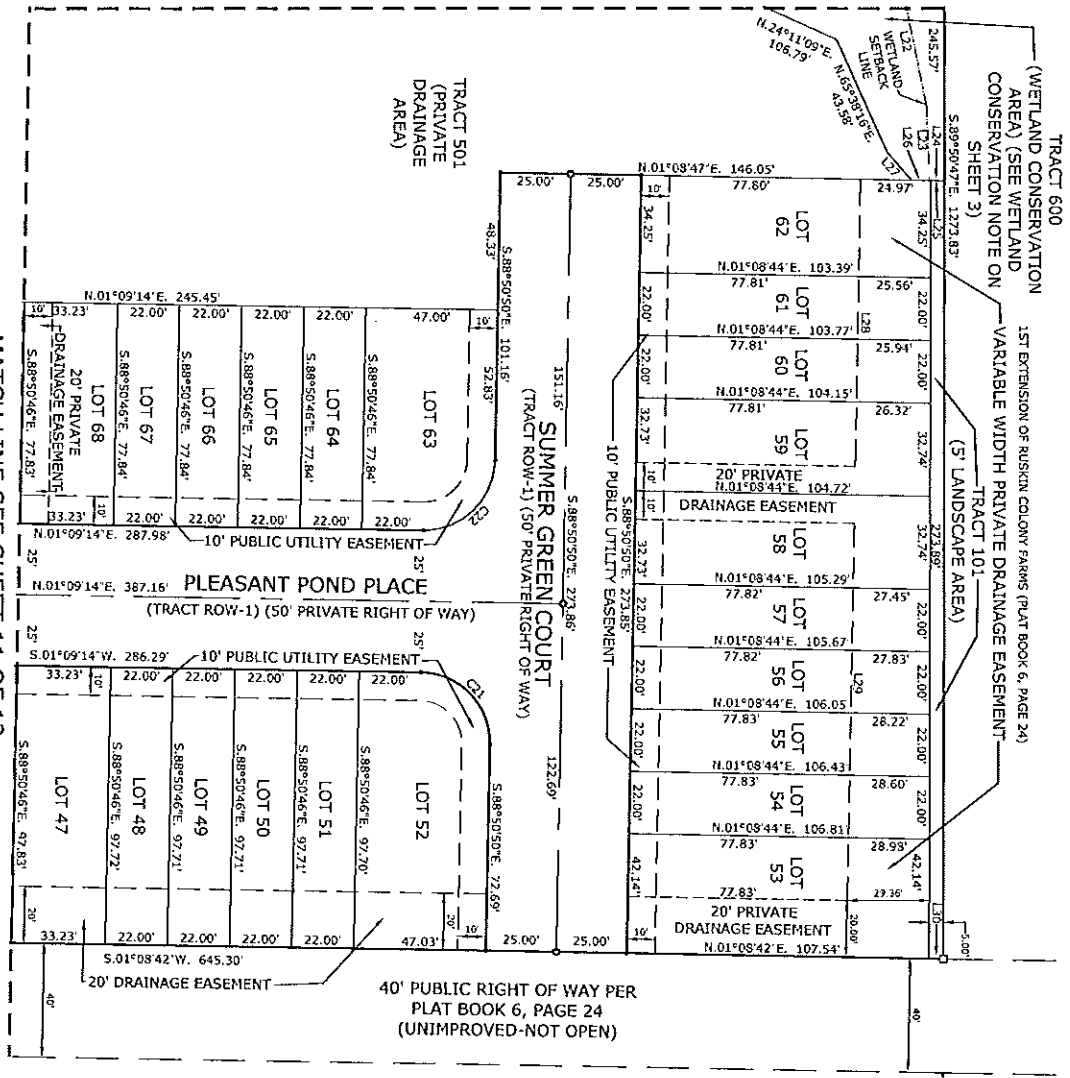
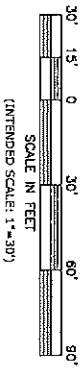


- LEGEND**
- TIC MARK AT CORNER
 - REIN. LB. 60# CONCRETE HOUBERT
 - IRON ROD OR PIPE FOUND AS NOTED
 - FOUND CONCRETE MONUMENT AS NOTED
 - FCP LB 6924
 - IRON ROD SET AS NOTED
- ABBREVIATIONS**
- RLV=RIGHT OF WAY
 - 50 FT. x 50 FT. SQUARE PLOT
 - LS=LEGGED SURVEYING
 - PH=PERMANENT HOUBERT
 - PR=PERMANENT REFERENCE POINT
 - PC=POINT OF CONTACT
 - PT=POINT OF TANGENCY
 - CC=CLIPPED CORNER
 - TEO=TRUCK ELECTRIC COMPANY
 - ON=OPTIONAL RECORDS BOOK

ARBOURS TOWNHOMES

A SUBDIVISION LYING AND BEING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

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SHEET 12 OF 12 SHEETS
SUBDIVISION DETAIL SHEET



MATCH LINE SEE SHEET 9 OF 12

MATCH LINE SEE SHEET 11 OF 12

LINE	BEARING	DISTANCE
L22	N.78°30'43"E	47.47'
L23	N.88°02'23"E	20.00'
L24	N.01°08'49"E	5.47'
L25	S.01°08'49"W	5.00'
L26	S.01°08'49"W	6.28'
L27	N.88°20'28"E	13.10'
L28	S.88°51'16"E	100.98'
L29	S.88°51'16"E	124.87'
L30	N.01°08'42"E	5.00'

SHEET INDEX

- COVER SHEET
- BOUNDARY DETAIL
- LEGAL DESCRIPTIONS
- WETLAND CONSERVATION
- SUBDIVISION DETAIL SHEET
- SUBDIVISION DETAIL SHEET
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CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C21	25.00'	89°50'55"	39.27'	35.35'	N.45°09'12"E
C22	25.00'	90°00'05"	39.27'	35.36'	N.45°09'08"W

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NOTE: IN THE CASE WHERE THE LOCATION OF A POINT FALLS IN THE TOP OF A MANHOLE OR OTHER UTILITY STRUCTURE AND IT CANNOT BE SET, FOUR (4) REFERENCE POINTS ARE SET THE NEAREST CORNERS THAT INTERSECT AT THE C.P. LOCATION.

REFERENCE POINTS (TYPICAL) MANHOLE (M) SANITARY (S) MANTLE (M) C.P. LOCATION (C.P.) WITNESSES (W) (NOT TO SCALE)

P.C.P. REFERENCE DETAIL

GENERAL DIMENSIONING NOTE: DIMENSIONS ARE TO THE FACE UNLESS OTHERWISE NOTED. DIMENSIONS OF A MANHOLE MANHOLE AND DIMENSIONS OF A MANHOLE MANHOLE ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS OF A MANHOLE MANHOLE ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS OF A MANHOLE MANHOLE ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

- ### LEGEND
- TIC MARK AT FOOT
 - PIR IN 60" CONCRETE MONUMENT
 - IRON ROD OR PIPE FOUND AS NOTED
 - FOUND CONCRETE MONUMENT AS NOTED
 - PC# 18-8924
 - IRON ROD SET AS NOTED
- ### ABBREVIATIONS
- R/W=RIGHT OF WAY
 - S.O.T.=SQUARE FEET
 - LI=LEGGED SURFACING
 - PR=PERMANENT RIGHT OF WAY
 - PR=PERMANENT CONTROL POINT
 - PR=POINT OF TANGENCY
 - CR=CERTIFIED CORNER RECORD
 - CR=CRIPMA ELECTRIC COMPANY
 - CR=CRIPMA ELECTRIC COMPANY
 - CR=CRIPMA ELECTRIC COMPANY