

SUBJECT: Carrollwood Landings Phase 3 **PI#5663**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 18, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Carrollwood Landings Phase 3, located in Section 08, Township 28, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, sidewalks, water and wastewater) 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 Letter of Credit in the amount of \$27,607.56, a Warranty Letter of Credit in the amount of \$217,871.08 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Letter of Credit for Placement of Lot Corners in the amount of \$7,500.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

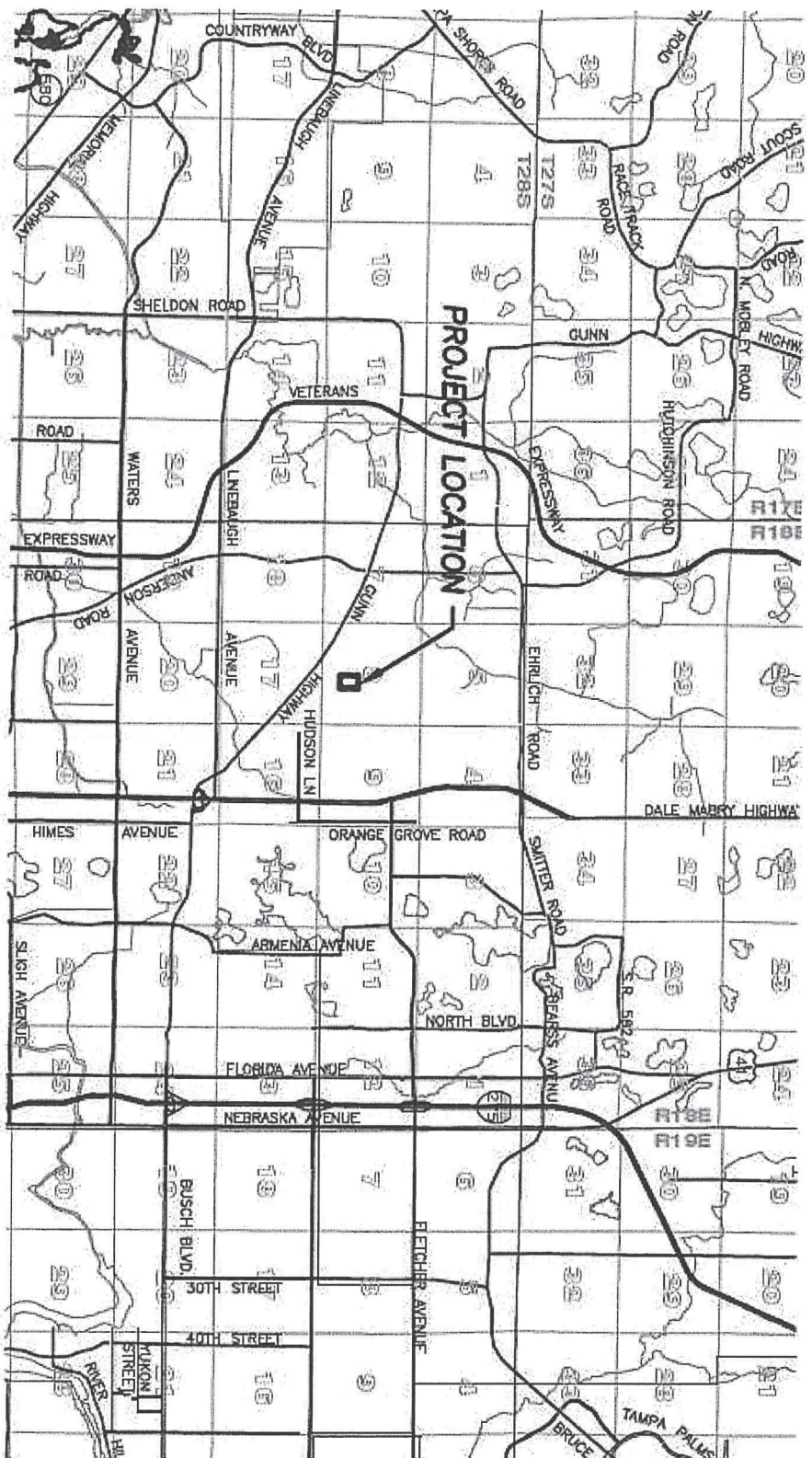
School Concurrency was approved and there is existing capacity for the subdivision.

BACKGROUND:

On September 1, 2021, Permission to Construct Prior to Platting was issued for Carrollwood Landings Phase 3. The developer has submitted the required Letters of Credit, which the County Attorney's Office has reviewed and approved. The developer is Shadow Woods, LLC and the engineer is Absolute Engineering, Inc.

Carrollwood Landings Phase 3

PI# 5663



VICINITY MAP

SCALE: 1" = APPROX. 2 MI

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Shadow Woods Lots, 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 Carrollwood Landings Phase 3 (hereafter, the "Subdivision"); and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements 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 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat 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 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:

Roads/Streets, Sanitary Gravity Sewer Systems, Water Mains/Services, Stormwater Drainage Systems and Sidewalks.

(hereafter, the "County Improvements"); and

WHEREAS, the County requires 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 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 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 the on-site and off-site improvements required within and in connection with the Subdivision, within Three (3) 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 County Improvements constructed in connection with the 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 County 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 1552 & 1553, dated 4/24 & 25/2023 and number _____ dated _____, with Shadow Woods Lots, LLC by order of Centennial Bank,
 - b. A Performance Bond, number _____ dated, _____ with _____ as Principal, and _____ as Surety, or
A Warranty Bond, number _____ dated, _____ with _____ as Principal, and _____ 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 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 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 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 County 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 Improvements 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 County 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 (2) years from the date of the final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

[Signature]
Witness Signature

Isabel Johnson
Printed Name of Witness

[Signature]
Witness Signature

Zoe VanStory
Printed Name of Witness

Subdivider:

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

Timothy F. Mobley
Name (typed, printed or stamped)

President
Title

14824 N. Florida Ave
Tampa Florida 33613
Address of Signer

813 960 8966
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
2nd day of May, 2023, by Timothy F. Mobley as
(day) (month) (year) (name of person acknowledging)
President/NGR for Shadow Woods Lots, 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



(Signature of Notary Public - State of Florida)

Zoe Van Story

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

GG916711

(Commission Number)

10/14/23

(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)



April 24, 2023

**Hillsborough County
601 E. Kennedy Blvd.
Tampa, FL 33602**

**Re: Our Clean Irrevocable Credit No. 1553
For: Carrollwood Landings Phase 3**

Dear County:

By order of Shadow Woods Lots, LLC, ("Developer"), we hereby open, based upon valuable consideration paid, our Clean Irrevocable Credit No. **1553** in favor of Hillsborough County, Florida ("County"), in the amount of Twenty-Seven Thousand Six Hundred and Seven Dollars & 56 cents (\$27,607.56), effective as of the date of this Credit and expiring at our office at the close of business on November 18, 2023.

We are informed that the Developer has entered into a written "Subdivider's Agreement for Performance – for completion of the Subdivision" with the County and intends to develop a subdivision to be known as Carrollwood Landings Phase 3 ("Subdivision") and to construct and complete all Subdivision improvements as required by the Agreement for Performance – Subdivision Performance and Hillsborough County Code.

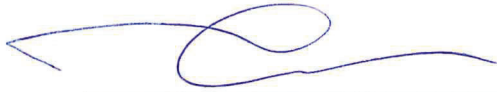
Funds under this Credit are available and will be paid promptly to the County hereunder not exceeding in the aggregate the amount of this credit, against the County's sight draft on us mentioning this Letter of Credit, accompanied by a statement purporting to be signed by the County Engineer to the effect that the Developer has failed to complete the Improvements within the time period specified, and that such funds are required to exercise the County's right to complete the Improvements and to pay costs incidental thereto. The return of this Letter of Credit will be governed by the terms contained in the Hillsborough County Land Development Code. The amount of any draft drawn under this Letter of Credit shall be endorsed on the reverse side hereof.

Sincerely,

SIGNED AND SEALED this 27th day of April, 2023.

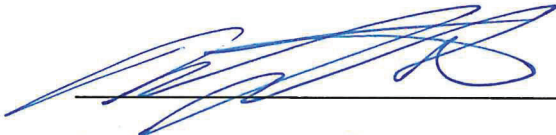
Address: 4600 W. Kennedy Blvd
Tampa, FL 33609

CENTENNIAL BANK



By: Mark Meek
Its: Commercial Loan Officer

WITNESSES



Michael Krystina

Kristina Barba Kristina Barba

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of ~~June~~ ^{April}, 2023 by ~~Lorrie Jackson~~, as Commercial Loan Officer, on behalf of the Surety identified herein.

Mark Meek

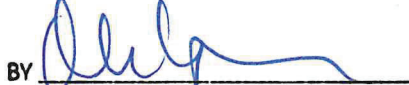
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NOTARY PUBLIC

My Commission Expires: 8/6/26

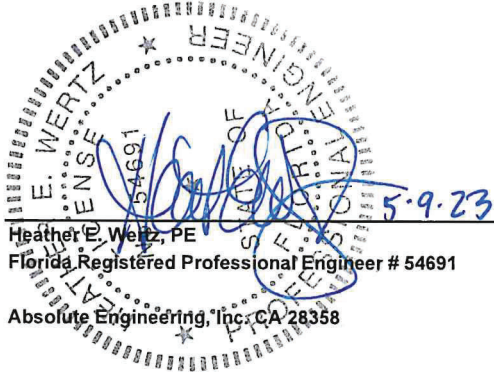
APPROVED BY THE COUNTY ATTORNEY



Approved As To Form And Legal Sufficiency.

CARROLLWOOD LANDINGS PHASE 3
SUBDIVISION INFRASTRUCTURE
Engineer's Certification of Total Cost to be Bonded for Platting

PAVING	<u>\$22,086.00</u>
TOTAL:	<u>\$22,086.00</u>
125% PERFORMANCE BOND AMOUNT	<u>\$27,607.50</u>



Heather E. Wertz, PE
Florida Registered Professional Engineer # 54691
Absolute Engineering, Inc. CA 28358

**CARROLLWOOD LANDINGS PHASE 3
SUBDIVISION INFRASTRUCTURE**

Engineer's Certification of Total Cost to be Bonded for Platting

	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	Paving			\$22,086.00
1	Signage & Striping	1	\$5,500.00	\$5,500.00
2	Concrete Curb & Gutter	1	\$9,036.00	\$9,036.00
3	Concrete Transition Curb	1	\$432.00	\$432.00
4	5' Concrete Sidewalk (6" Thick)	1	\$3,960.00	\$3,960.00
5	ADA Sidewalk Ramp Per FDOT 304	0.4	\$5,800.00	\$2,030.00
6	Concrete Drop Curb	1	\$1,170.00	\$1,170.00
TOTALS				\$22,086.00



April 25, 2023

**Hillsborough County
601 E. Kennedy Blvd.
Tampa, FL 33602**

**Re: Our Clean Irrevocable Credit No. 1552
For: Carrollwood Landings Phase 3**

Dear County:

By order of Shadow Woods Lots, LLC, ("Developer"), for valuable consideration received, we hereby open our Clean Irrevocable Credit No. 1552 in favor of Hillsborough County, Florida ("County"), in the amount of Two Hundred Seventeen Thousand Eight Hundred Seventy One Dollars & 08 cents (\$217,871.08), effective as of the date of this Credit and expiring at our office at the close of business on November 18, 2025.

We are informed that the Developer has completed certain Improvements associated with the subdivision identified as Carrollwood Landings Phase 3 ("Subdivision"), as shown on the as-built drawings for the Subdivision which are on file with the County.

We are further informed that Hillsborough County Code, and a "Subdivider's Agreement for Construction and Warranty of Required Improvements" entered into between Developer and the County require that this Security be posted for the purpose of correcting any construction, design or material defects or failures of or in the Improvements ("Defects").

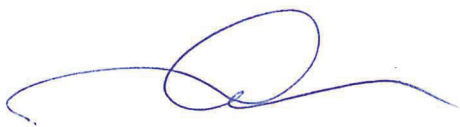
Funds under this Credit are available and will be paid promptly to the County hereunder not exceeding in the aggregate the amount of this credit, against the County's sight draft on us mentioning this Letter of Credit, accompanied by a statement purporting to be signed by the County Engineer to the effect that such funds are required to exercise the County's right to correct the Defects and to pay costs incidental thereto. The return of this Letter of Credit will be governed by the terms contained in the Hillsborough County Land Development Code. No notice shall be required in emergency situations where the defect poses a safety hazard. The amount of any draft drawn under this Letter of Credit shall be endorsed on the reverse side hereof.

Sincerely,

SIGNED AND SEALED this 27th day of April, 2023.

Address: 4600 W. Kennedy Blvd.
Tampa, FL 33609

CENTENNIAL BANK



By: Mark Meek
Its: Commercial Loan Officer

WITNESSES



Kristina Barba Kristine Barba

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH


The foregoing instrument was acknowledged before me this 27 day of April, 2023, by Mark Meek, as Commercial Loan Officer, on behalf of the Surety identified herein. Mark

(NOTARY SEAL)



Kristina Barba
NOTARY PUBLIC
My Commission Expires: 8/6/26

APPROVED BY THE COUNTY ATTORNEY

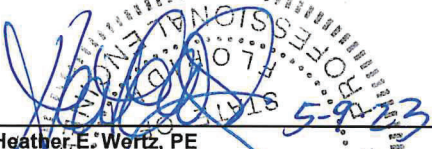
BY 
Approved As To Form And Legal Sufficiency.

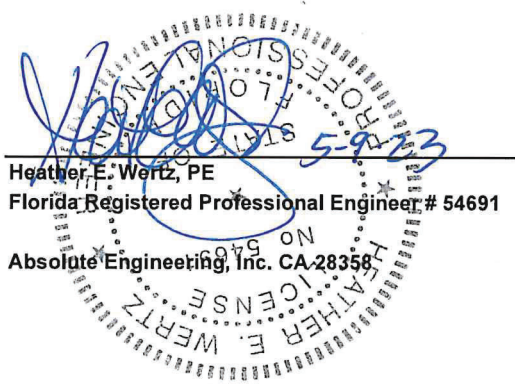
CARROLLWOOD LANDINGS PHASE 3

SUBDIVISION INFRASTRUCTURE

Engineer's Certification of Total Cost to be Guaranteed by Warranty Bond

EARTHWORK	\$1,256,530.75
PAVING	\$441,271.00
STORM	\$188,363.00
SANITARY	\$116,999.00
WATER	\$175,547.00
TOTAL:	\$2,178,710.75
10% WARRANTY BOND AMOUNT	\$217,871.08


Heather E. Wertz, PE
Florida Registered Professional Engineer # 54691
Absolute Engineering, Inc. CA-28358



CARROLLWOOD LANDINGS PHASE 3				
SUBDIVISION INFRASTRUCTURE				
Engineer's Certification of Total Cost to be Guaranteed by Warranty Bond				
	DESCRIPTION	QUANTITY	UNIT PRICE	SCHEDULED VALUE
	Earthwork	1	\$1,256,530.75	\$ 1,256,530.75
	Paving	1	\$441,271.00	\$ 441,271.00
	Storm Drainage	1	\$188,363.00	\$ 188,363.00
	Sanitary Sewer System	1	\$116,999.00	\$ 116,999.00
	Water Distribution System	1	\$175,547.00	\$ 175,547.00
TOTALS				\$ 2,178,710.75

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Shadow Woods Lots, 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 Carrollwood Landings Phase 3 (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 Three (3) 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 1554, dated 4/25/2023, with Shadow Woods Lots, LLC by order of Centennial Bank,
 - b. A Performance Bond, number _____ dated, _____ with _____ as Principal, and _____ as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

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

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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

[Signature]
Witness Signature

Isabel Johnson
Printed Name of Witness

[Signature]
Witness Signature

Zoe Van Story
Printed Name of Witness

Subdivider:

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

Timothy F. Mobley
Name (typed, printed or stamped)

President
Title

14824 N. Florida Ave
Tampa Florida 33613
Address of Signer

813 960-8966
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
2nd day of May, 2023, by Timothy F. Mobley as
(day) (month) (year) (name of person acknowledging)
President/MGR for Shadowh Woods Lots, 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



[Signature]

(Signature of Notary Public - State of Florida)

Zoe Van Story

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

GG 916711 10/14/23

(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)



April 25, 2023

**Hillsborough County
601 E. Kennedy Blvd.
Tampa, FL 33602**

**Re: Our Clean Irrevocable Credit No. 1554
For: Carrollwood Landings Phase 3**

Dear County:

By order of Shadow Woods Lots, LLC, ("Developer"), we hereby open, based upon valuable consideration paid, our Clean Irrevocable Credit No. **1554** in favor of Hillsborough County, Florida ("County"), in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), effective as of the date of this Credit and expiring at our office at the close of business on November 18, 2023.

We are informed that the Developer has entered into a written "Subdivider's Agreement for Performance – Placement of Lot Corners" with the County and intends to develop a subdivision to be known as Carrollwood Landings Phase 3 ("Subdivision") and to construct and install the Lot Corners as required by the Agreement for Performance – Placement of Lot Corners and Hillsborough County Code.

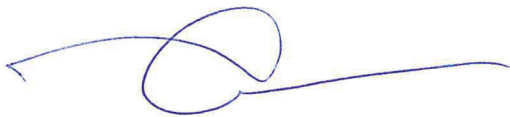
Funds under this Credit are available and will be paid promptly to the County hereunder not exceeding in the aggregate the amount of this credit, against the County's sight draft on us mentioning this Letter of Credit, accompanied by a statement purporting to be signed by the County Engineer to the effect that the Developer has failed to complete the Improvements within the time period specified, and that such funds are required to exercise the County's right to complete the Improvements and to pay costs incidental thereto. The return of this Letter of Credit will be governed by the terms contained in the Hillsborough County Land Development Code. The amount of any draft drawn under this Letter of Credit shall be endorsed on the reverse side hereof.

Sincerely,

SIGNED AND SEALED this 27th day of April, 2023.

Address: 4600 W. Kennedy Blvd
Tampa, FL 33609

CENTENNIAL BANK



By: Mark Meek
Its: Commercial Loan Officer

WITNESSES


Michael Holpatrick
Kristina Barba Kristina Barba

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of April, 2023, by ~~Lorrie Jackson~~, as Commercial Loan Officer, on behalf of the Surety identified herein.

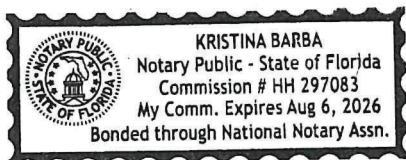
Mark Meek

(NOTARY SEAL)

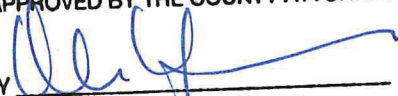
Kristina Barba

NOTARY PUBLIC

My Commission Expires: 8/6/26



APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

Surveyor's Cost Estimate for Lot Monumentation

March 30, 2023

Re: Carrollwood Landings Phase 3

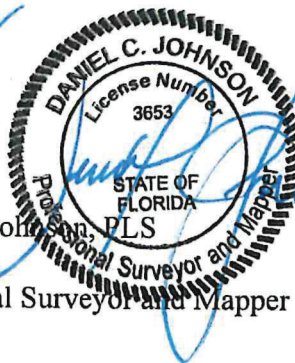
To whom it may concern,

The following is D.C. Johnson & Associates, Inc. cost estimate for the placement of Lot Corners, Permanent Control Points (PCP's) and Permanent Reference Monuments (PRM's) for the above referenced project for our client, on a one-time basis for the purpose of a Letter of Credit (LOC).

\$ 6,000.00 x 125% = \$ 7,500.00

Sincerely,


Daniel C. Johnson, PLS
President
Professional Surveyor and Mapper #3653





Hillsborough County PUBLIC SCHOOLS

Preparing Students for Life

Certificate of School Concurrency

Project Name	Carrollwood Landings Subdivision Phase 3
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	PID # 5663
HCPS Project ID Number	SC-797
Parcel / Folio Number(s)	019131.5000; 019134.0000
Project Location	Anderson Rd/Casey Rd (north of Gunn Hwy)
Dwelling Units & Type	45 Single-Family Detached Dwelling Units
Applicant	Mobley Housing, Inc

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	9	4	7		20

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Renée M. Kamen, AICP
Manager, Siting & Planning
Growth Management Department
E: Renee.Kamen@hcps.net
P: 813.272.4083

February 19, 2021
Date Issued