SUBJECT:	Cypress Cay Preserve fka The Reserve at Grand Cypress
DEPARTMENT:	Development Review Division of Development Services Department
SECTION:	Project Review & Processing
BOARD DATE:	January 13, 2022
CONTACT:	Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Cypress Cay Preserve fka The Reserve at Grand Cypress, located in Section 32, Township 27, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage and sidewalks) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Check in the amount of \$1,517,011.10, a Warranty Check in the amount of \$116,597.54, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Check for Placement of Lot Corners in the amount of \$1,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On October 14, 2020, Permission to Construct Prior to Platting was issued for Cypress Cay Preserve fka The Reserve at Grand Cypress. The developer has submitted the required Checks, which the County Attorney's Office has reviewed and approved. The developer is The Guinta Group, LTD, John Mary Enterprizes, LTD, JEM Investment, LTD, Partners 3 & 4, LLC and Rena Janet Hall 1994 Trust and the engineer is Landis Evans & Partners.

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 The Giunta Group, LTD, John Mary Enterprises, LTD, JEM Investments, LTD, Partners 3&4, LLC, and Charles Hall, as Truagee of the Rena Janet Hall 1994 Trust Hereinatter 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 <u>Cypress Cay Preserve</u> (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, 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 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 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:

Letters of Credit, number	, dated	
and number		
order of		
A Performance Bond, number		
	with	
	as Principal, and	
	as Surety, or	
A Warranty Bond, number	dated,	
	with	
	as Principal, and	-
	as Surety, or	

c. Cashier/Certified Checks, number 5506399863 dated 211221and 5506399864 dated 12112021 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 warrany 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.

ATTEST:

Witness Signature

Lucelening Chodenias

Printed Name of Witness

ν. K

Witness Signature

Andrea Jones

Printed Name of Witness

By By By

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

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Name (typed, printed or stamped)

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Title 501 D- Morgan 5 TAR

Address of Signer

813-223.7849

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By: ____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: _ Chair APPROVED BY THE COUNTY ATTORNEY B Form And Legal Approved As T Sufficiency.

Representative Acknowledgement	/	
STATE OF FLORIDA		
COUNTY OF HILLSBOROUGH		
The foregoing instrument was acknowledged before me by me $\frac{1 \le 7}{\text{day of } 0 \le 40} \text{ (month)} \qquad (20 \ge 1)$ $\frac{(\text{day)}}{(20 \le 40)} \text{ (for } 50 \text{ (year)}$ $\frac{1 \le 7}{(20 \le 40)} \text{ (for } 50 \text{ (year)}$ $\frac{1 \le 7}{(20 \le 40)} \text{ (for } 50 \text{ (gear)}$ $\frac{1 \le 7}{(20 \le 40)} \text{ (for } 50 \text{ (gear)}$ $\frac{1 \le 7}{(20 \le 40)} \text{ (for } 50 \text{ (gear)}$ $\frac{1 \le 7}{(20 \le 40)} \text{ (gear)}$	by Tosephine Greco (name of person acknowledging)	rization, this <u></u> as
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day of,		
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(Notary Seal)	(Commission Number)	(Expiration Date)

Assessment of

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

ATTEST:

Witness Signature

Michelle Adkins

Printed Name of Witness

INT Witness Signature

Shanna

Printed Name of Witness

Printer

NOTARY PUBLIC

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and the second states a CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court NOW

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By:

Deputy Clerk

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Subdivider: John- Mary Enterprises, LTD.

By

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

hINE 9570

Name (typed, printed or stamped)

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Title

Address of Signer

Q13-264.

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

Ву: ___

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06/2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above. Subdivider Charles O Hall, Truske of the Ren Tinet Hill 1994 Thust

ATTEST:

Witness Signature

Rustamante Hang Printed Name of Witness

Witness Signature

Printed Name of Witness

NSHI winnett Count NOTARY PUBLIC Notary × Public Expires

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By: _

Deputy Clerk

By.

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

Name (typed, printed or stamped)

AP0

Title

2748 Ham Kun, Duluth CA 30097

Address of Signer

770-814.2112

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

Chair

By: _

The foregoing instrument was acknowledged before me by means of 🗖 physical presence or 🗖 online notarization, this day of by as (day) (name of person acknowledging) (month) (year) for . (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 (Signature of Notary Public - State of Florida) Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public) (Expiration Date) (Notary Seal) (Commission Number) Individual Acknowledgement STATE OF FLORIDA GEORGIA COUNTY OF HILLSBOROUGH Greeinnett The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this $1 + \frac{1}{2021}$, by Chad(1). (day) (month) 202 (year) (name of person acknowledging) Personally Known OR Produced Identification (Signature of Notary Public - State of Flo CAPLH 051201905 Type of Identification Produced Himanshy (Print, Type, or Stamp Commissioned Name of Notary Public) 11-05-2023 W-00432014 (Expiration Date) (Notary Seal) (Commission Number) Votary

ATTEST:

Witness Signature

Printed Name of Witness Witness Signature

Printed Name of Witness

Subdivider: By Triple G Enterprises Inc.

By_

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

on

Name (typed, printed or stamped)

id

Title

Ane., Stec 250 S. Mac

Address of Signer

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By: _

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: _

Chair

The foregoing instrument was acknowledged before 2	2121 (year) The.(ans of physical presence or online nota , by <u>Jan athan</u> <u>Williams</u> (name of person acknowledging) <u>Tidnta Group (TTO</u> e of party on behalf of whom instrument was executed)	rization, this as
Personally Known OR 🔲 Produced Identificat	ion _	Euglige Contraction (Signature of Notary Public - State of	Florida)
Type of Identification Produced		Fmily Denison	
EAILLY ROSE DENISON Natary Public - State of Florida Commission # GG 915253 Wy Comm. Expines Sep 22, 2023 Econcest Mough National Womany Assoc		(Print, Type, or Stamp Commissioned Nam (Commission Number)	e of Notary Public) (Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before a	ne by mea		
day of,,,,,,,,	(year)	, by(name of person acknowledging)	
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Type of identification Produced	_	(Print, Type, or Stamp Commissioned Nam	e of Notary Public)
(Notary Seal)	,	(Commission Number)	(Expiration Date)

ATTEST:

Witness Signature

Printed Name of Witness Witness Signature amera

Printed Name of Witness

Subdivider: Partners 3+4, LLC

By

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

Name (typed, printed or stamped)

Title

1245 Court-5575(0

Address of Signer

102 00 185-3

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By: __

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: _

Chair

The foregoing instrument was acknowledged before m	e by mean	s of 🖉 physical presence or 🔲 onlin	e notarization, this
26 day of October,	7021	by Garal A Dickson	as
(day) (month)	(year)	(name of person acknowle	
Manager	Partn	ere 3 bH (10	
(type of authority,e.g. officer, trustee, attorney in fact)	(name o	f party on behalf of whom instrument was exe	cuted)
Personally Known OR DProduced Identification	n	(Signature of Notary Public - Si	tate of Florida)
Type of Identification Produced		Emily Dehison	
		(Print, Type, or Stamp Commissione	d Name of Notary Public)
EMILY ROSE DENISON Notary Public - State of Florida Commission # GG 915253 (Notary ceal) Bonded through National votary Assn.		(Commission Number)	(Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH			
The foregoing instrument was acknowledged before me	e by means		
day of,,,,,,,	(year)	, by	
(day) (month)	(year)	(name of person acknowle	dging)
Personally Known OR Droduced Identification	i		
		(Signature of Notary Public - St	ate of Florida)
Type of Identification Produced			
		(Print, Type, or Stamp Commissione	d Name of Notary Public)
(Notary Seal)	(Commission Number)	(Expiration Date)

CYPRESS CAY PRESERVE - WARRANTY BOND ESTIMATE

, e.

		CONTRACT	WARRANT	Y	UNIT	
	ITEM	UNIT	QUANTITY		PRICE	
ONSITE:						
Earthwork	S:					
114	Bahia Sod ROW	SY	2,019.00		\$2.25	\$18,315.0
115	Bahia Sod Pond Banks	SY	3,621.00		\$2.25	\$32,850.0
	Total Earthworks					\$51,165.0
Paving:						
118	Pave 1" Type SP-9.5 Traffic Level C - 40% RAP	SY	3,965.00		\$7.08	\$28,072.2
119	Pave 1" Type FC-9.5 Traffic Level C - 20" RAP PG76-22	SY	3,965.00		\$9.16	\$36,319.4
121	8" Road Base Crushed Concrete	SY	3,965.00	\$	15.14	\$60,030.1
123	12" Subgrade Stabilized	SY	1,880.00	\$	7.93	\$60,109.4
124	Pave 1 1/4" Type SP-9.5 Asphalt	SY	582.00	\$	10.28	\$24,106.6
125	Optional Base Group 1 - Multi Use Trail	SY	582.00	\$	7.48	\$17,540.6
126	12" Subgrade Stabilized - Multi Use Trail	SY	582.00	\$	7.93	\$18,595.8
127	Signage & Striping - Onsite	LS	1.00	\$	20,614.24	\$5,112.3
	Total Paving					\$249,886.4
torm Drai	nage:					
137	RCP 18"	LF	550.00	\$	44.22	\$24,321.0
138	RCP 24"	LF	71.00	\$	56.73	\$4,027.8
139	RCP 36"	LF	46.00	\$	103.16	\$4,745.3
143	RCP MES 36"	EA	1.00	\$	4,990.01	\$4,990.0
146	Type 3 Curb Inlet	EA	5.00	\$	4,763.66	\$23,818.3
147	Type B Inlet	EA	1.00	\$	4,068.01	\$4,068.0
148	Manhole Type P	EA	1.00	\$	3,392.50	\$3,392.5
150	Weir Wall Control Structure - Cast In Place - C1	EA	1.00	\$	33,683.40	\$33,683.4
152	6" Underdrain Pipe	LF	720.00	\$	14.07	\$10,130.4
153	6" Underdrain Cleanout	EA	6.00	\$	257.03	\$1,542.1
	Total Storm Drainage				\$	114,718.99
ight Turn	Lane:				· · · · · · · · · · · · · · · · · · ·	
194	Pave 2" Type SP-12.5 Asphalt	SY	527.00	\$	13.83	\$7,288.4
195	Pave 1" Type FC-9.5 Asphalt	SY	772.00	\$	10.99	\$8,484.2
196	Road Base Crushed Concrete 08"	SY	527.00	\$	34.50	\$18,181.5
197	Subgrade Stabilized 12"	SY	527.00	\$	13.23	\$6,972.2
198	Concrete Curb Type F	LF	350.00	\$	21.37	\$7,479.5
199	6" Concrete Sidewalk	SF	2,507.00	\$	6.59	\$16,521.1
200	ADA Access Ramps	EA	2.00	\$	1,609.92	\$3,219.8
201	Signage & Striping - Offsite	LS	1.00	\$	8,524.85	\$8,524.8
202	Bahia Sod ROW	SY	820.00	\$	2.25	\$1,845.0
203	Gravity Retaining Wall FDOT Index 400-011 with Picket Guardrail Per FDOT Index 515-052	LF	65.00	\$	567.36	\$36,878.4
206	RCP 18"	LF	25.00	\$	180.08	\$4,502.0
207	Type 6 curb Inlet	EA	2.00	\$	5,907.12	\$11,814.2
208	Type J Junction Box Manhole	EA	1.00	\$	7,163.25	\$7,163.2

CYPRESS CAY PRESERVE - WARRANTY BOND ESTIMATE

		CONTRACT	WARRANTY	UNIT	
	ITEM	UNIT	QUANTITY	PRICE	
209	Manhole Top for Existing Structure - Ring & Cover	EA	2.00	\$ 1,442.70	\$2,885
210	6" Underdrain Pipe	LF	340.00	\$ 16.07	\$5,463
211	6" Underdrain Cleanout	EA	3.00	\$ 257.03	\$771
	Total Right Turn Lane				\$ 147,994.9
Bruce B.	Downs Median Improvements:				
1007	Pave 1" Type FC-9.5 Asphalt	SY	1,440.00	\$12.36	\$17,798.
1008	Pave 2" Type SP-12.5 Asphalt	SY	1,440.00	\$15.55	\$22,392.
1009	Optional Base Group 9 - Crushed Concrete	SY	1,440.00	\$60.81	\$87,566.
1010	Subgrade Stabilized 12"	SY	1,440.00	\$19.15	\$27,576.
1011	Signage & Striping	LS	1.00	\$14,238.84	\$14,238.
1012	Concrete Curb Type F	LF	2,154.00	\$43.22	\$93,095.
1013	2' Drop Curb	LF	171.00	\$116.53	\$19,926.
1014	6" Concrete Sidewalk	SF	400.00	\$14.14	\$5,656.
1015	4" Concrete Sidewalk	SF	1,012.00	\$13.16	\$13,317.
1016	6" Concrete Infill	LF	4,711.00	\$10.26	\$48,334.
1017	8" Concrete Pavement with Stabilization	SF	882.00	\$19.63	\$17,313.
1018	1' High Retaining Wall (Per FDOT Index 400-011)	LF	174.00	 \$168.90	\$29,388.
1019	Bahia Sod ROW	SY	400.00	\$6.38	\$2,552.
1021	Type S Inlet	EA	1.00	\$14,875.52	\$14,875.
1022	Connect to Exsiting 18" RCP Pipe with New Structure (Cut Out Existing 18" RCP for Structure Placement)	EA		\$8,793.80	\$0.
1023	Type 5 Curb Inlet	EA	1.00	\$8,254.76	\$8,254.
	Total Bruce B. Downs Median Improvements				\$ 422,287.4
kipper R	Road Improvements:	ANI			
kipper R		*			
2004	Bahia Sod ROW	· SY=	725.00	\$2.53	\$1,834.2
2006	Pave 1" Type FC-9.5 Asphalt =	21 SY =	1,852.00	\$19.61	\$36,317.3
2007	Pave 3" Type SP-12.5 Asphalt =	: 料三	380.00	\$58.30	\$22,154.0
2008	Optional Base Group 9 - Black Besel	: Sr	380.00	\$94.39	\$35,868.2
2009	Signage & Striping - Skipper Road	LN LS	1.00	\$9,799.55	\$9,799.
2010	6" Concrete Sidewalk	Fill SF	2,492.00	\$12.04	\$30,003.6
2011	Concrete Curb Type B	LF	780.00	\$56.34	\$43,945.2
	Total Skipper Road Improvements			\$	5 179,922.6
	PROJECT TOTAL				\$1,165,975.4
	. NOVENT INIAL				ψι, ιου, σ/ Ο.4

	APPLICATION NO: 20/21/10000000 STATES STATES APPLICATION NO: 20/21/21/200000000000000000000000000000	CONTRACTOR'S APPLICATION FOR PAVIENT Other
I Documention and Certificate for Payr	inc. PROJECT: Rese ment, Inc. 33566	CONTRACTOR'S APPLICATION FOR PAVILIENT The undersigned Contractor certifies that to the best of the advect corrent by first apprents with an counter have been and a distribution for Payment site strong the contract payment system can apprent system and the contract payment system can apprent system can be provided by the following for the following fol



CASHIER'S CHECK

61-1/620 5506399863

12/01/2021

PARTNERS FOUR / Cypress Cay Preserve-JohnMaryENT-ETAI

Purchaser / Purchased For

ONE MILLION FIVE HUNDRED SEVENTEEN THOUSAND ELEVEN DOLLARS AND 10 CENTS

PAY TO THE ORDER OF: Hillsborough County Board of County Comm

Regions Bank

\$1,517,011.10 Security Features Details of Back Authorized Signature Branch FL00157 CC157100

"5506399863" C6200019: 0000742651"

APPROVED BY THE COUNTY ATTORNEY BY

Approved As To Form And Legal Sufficiency.



CASHIER'S CHECK

61-1/620 5506399864

12/01/2021

PARTNERS FOUR / Cypress Cay Preserve-JohnMaryENT-ETAI

Purchaser / Purchased For

CC157100

ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS AND 54 CENTS

PAY TO THE ORDER OF: Hillsborough County Board of County Comm

Regions Bank

\$116,597.54 A Features Branch FL00157 Authorized Signature

"5506399864" CO6200019: 0000742651"

APPROVED BY, THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this day of , 20, , by and between The Giunta Group LTD, John Mary Enterprises, LTD, JEM Investment, LTD, Pariners 3&4, LLC, Charles D. Hall, as Trustee of the Rena Janet Hall 1994 Trust 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 Cypress Cay Preserve (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 <u>Twenty-four</u> (<u>24</u>) 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:
 - Letter of Credit, number , dated a. with by order of _____ ___dated, ____ A Performance Bond, number b. ______ with _____ as Principal, and _____ as Surety, or Escrow ageement, dated _____ C. _____, between, and the County, or Cashier/Certified Check, number 5506399862, dated 12/1/2021

c. Cashier/Certified Check, number 35003998024, dated 1471202, 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.

ATTEST:

. . .

Witness Signature

Lucelenia Caro

Printed Name of Witness

Witness-Signature

Andrea Jones

Printed Name of Witness

Subdivider: By SEM Investments, CH By Cosnic Investments, CH By Cosnic Investments, IV CH By Authorized Corporate Officer or Individual

(Sign before Notary Public and 2 Witnesses) Josephine Greco Pato

Name (typed, printed or stamped)

Treside

Title

501. N. Morgan St # 202 #20°Z

Address of Signer

813-223-7849

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By: _

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

Chair

APPROVED BY THE COUNTY ATTORNEY

BY ______Approved As To Form And Legal Sufficiency.

By:

Representative Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH			
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Type of Identification Produced		(Print, Type, or Stamp Commissioned Nar	S
(Notary Seal) Individual Acknowledgement STATE OF FLORIDA		(Commission Number) CHELSEA L PIPES Notary Public - State of Florida Commission # HH 116306 My Comm. Expires Apr 11, 2025	(Expiration Date)
COUNTY OF HILLSBOROUGH		Borded through National Notary Assn.	ł –
The foregoing instrument was acknowledged bei	fore me by me	ans of 🔲 physical presence or 🔲 online not	arization, this
day of		, by	· · · · · · · · · · · · · · · · · · ·
(day) (month)	(year)	(name of person acknowledging)	
Personally Known OR Produced Identi	fication _	(Signature of Notary Public - State o	f Florida)
Type of Identification Produced			
		(Print, Type, or Stamp Commissioned Nar	me of Notary Public)
(Notary Seal)		(Commission Number)	(Expiration Date)

. . . .

ATTEST:

Witness Signature

Michelle AdKins

Printed Name of Witness

IN WINKE

Withess Signature

MANNOZ

Printed Name of Witness

Prinked Mark

NOTARY PUBLIC

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CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

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By:

Deputy Clerk

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Clerk of the C NOTA IS P. 19 an teacht i

By in working

Subdivider: John-Mary Enterprises, CTD

By

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

Name (typed, printed or stamped)

Title 14524 n. Kome H

Address of Signer

13 64-226 0

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: ____

Chair

06/2021

201270 GL				
ATTELL				
CIMD 5 CLAR Clerk X Vie NOTA W 2 18				
IN VALLE				
Representative Ackn STATE OF FLORIDA COUNTY OF HILLSBO				
		e me by means	of 🖸 physical presence or 🗋 on	line notarization, this
day of Oct	-ober	2021	by Mary Josephin (name of person ackno	
(day) Partner	(month)	(year)	Mary Enterprises	
(type of authority,e.g. offi	icer, trustee, attorney In fact)		party on behalf of whom instrument was e	
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who fail the state			(Signature of Notary Public	- State of Florida)
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The ic a	·!\		Commission Number)	(Expiration Date)
(Notary S	sear)	(·	Commission Number)	
_ (C ₩) (MICHELLE MARIE A MY COMMISSION # H	I Designed and the second s
Individual Acknowled	dgement		EXPIRES: July 15, Bonded Thru Notary Public	
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COUNTY OF HILLSBOI				
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06/2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above and the set forth above the Renationet Hall 194-

ATTEST:

Witness Signature

Bustamani tans Printed Name of Witne

Witness Signature

Printed Name of Witness

ARNSHU nnett Cour NOTARY PUBLIC I Notary k Public Exnires 11

Subdivider By_

Thur

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

Name (typed, printed or stamped)

Title

frein Aun Dulath 61 2748 (

Address of Signer

770.814.2112

Phone Number of Signer

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

Chair

By: _

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

day of	4		, by	as
(day)	(month)	(year)	(name of person ackno	wledging)
(type of authority,e	e.g. officer, trustee, attorney in fact)	_ for (name	of party on behalf of whom instrument was	executed)
Personally Kn	own OR 🔲 Produced Identif	ication		
			(Signature of Notary Public	- State of Florida)
Type of	Identification Produced			
		-	(Print, Type, or Stamp Commissio	oned Name of Notary Public)
(No	tary Seal)	-	(Commission Number)	(Expiration Date)
	SBOROUGH Grivinne rument was acknowledged before		ns of D physical presence or D on	line notarization, this
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			(Print, Type, or Stamp Commissio	oned Name of Notary Public)
			W-00432014	11-05-20
(No	tary Seal)	_	(Commission Number)	(Expiration Date)
			NSHU	



23

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above. The Group CTD Subdivider By: Triple G Efferp new Inc.

Witness Signature

Printed Name of Witness Witness Signature

Printed Name of Witness

By_

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

Jonathan DMG

Name (typed, printed or stamped)

Presiden

Title

2507 S. Mac QII Ave. Str C.

Address of Signer

3-982-1112

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: ___

Chair

The foregoing instrument was acknowledged before me <u>2</u> (L day of <u>0</u> CH <u>2</u> <u>Der</u> , <u>2</u> (day) (month) <u>President</u> for <u>1</u> (type of authority,e.g. officer, trustee, attorney in fact)	1) (year) Ne G	s of physical presence or online notation, by <u>Son Atham (Milliam</u> (name of person acknowledging) <u>AUMA (Mosp LTD</u> f party on behalf of whom instrument was executed)	rization, this <u>ſ</u> as
Personally Known OR DProduced Identification	8	(Signature of Notary Public - State of F	
Type of Identification Produced	1	Emily Devison	
EMILY ROSE DENISON Notary Public - State of Florida Commission # Go 195233 My Comm. Expires Sep 22, 2023 Bonded through National Notary Assp.	-	(Print) Type, or Stamp Commissioned Name (Commission Number)	e of Notary Public) (Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me b	by means		ization, this
day of,,,,,,,	(year)	, by(name of person acknowledging)	<u>.</u>
Personally Known OR Produced Identification		(Signature of Notary Public - State of F	lorida)
Type of Identification Produced			
		(Print, Type, or Stamp Commissioned Name	of Notary Public)
(Notary Seal)	((Commission Number)	(Expiration Date)

ATTEST:

Witness Signature

NEON

Printed Name of Witness Witness Signature 10m

Printed Name of Witness

Subdivider: Partners 384 LUC

and By_

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

Name (typed, printed or stamped)

1245 Court Street Charwater, PL 337560

Address of Signer

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

CINDY STUART Clerk of the Circuit Court

By: _

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: _

Chair

The foregoing instrument was acknowledged before me by me	eans of 🗹 physical presence or \square online notarization, this				
Alg day of Octobely , 200 (day) (month) (year) Managely for Alg (type of authority,e.g. officer, trustee, attorney in fact) (nar	A by Carol A. Dickson as (name of person acknowledging) Anens 3 b 4 (CC) ne of party on behalf of whom instrument was executed)				
(rame or party on benair or whom instrument was executed)					
Personally Known OR D Produced Identification	(Signature of Notary Public - State of Florida)				
Type of Identification Produced	Finily Devised				
	(Print, Type, or Stamp Commissioned Name of Notary Public)				
Notary Scells (Notary Scell) Individual Acknowledgement STATE OF FLORIDA	(Commission Number) (Expiration Date)				
COUNTY OF HILLSBOROUGH					
The foregoing instrument was acknowledged before me by me	eans of $lacksquare$ physical presence or $lacksquare$ online notarization, this				
day of,	, by				
(day) (month) (year)	(name of person acknowledging)				
Personally Known OR 🔲 Produced Identification					
	(Signature of Notary Public - State of Florida)				
Type of Identification Produced					
	(Print, Type, or Stamp Commissioned Name of Notary Public)				
(Notary Seal)	(Commission Number) (Expiration Date)				



Regions Bank

CASHIER'S CHECK

61-1/620 5506399862

12/01/2021

PARTNERS FOUR / Cypress Cay Preserve-JohnMaryENT.-ETA

Purchaser / Purchased For

ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Hillsborough County Board of County Comm

\$1,875.00

Features Details of

Authorized Signature

Branch FL00157 CC157100

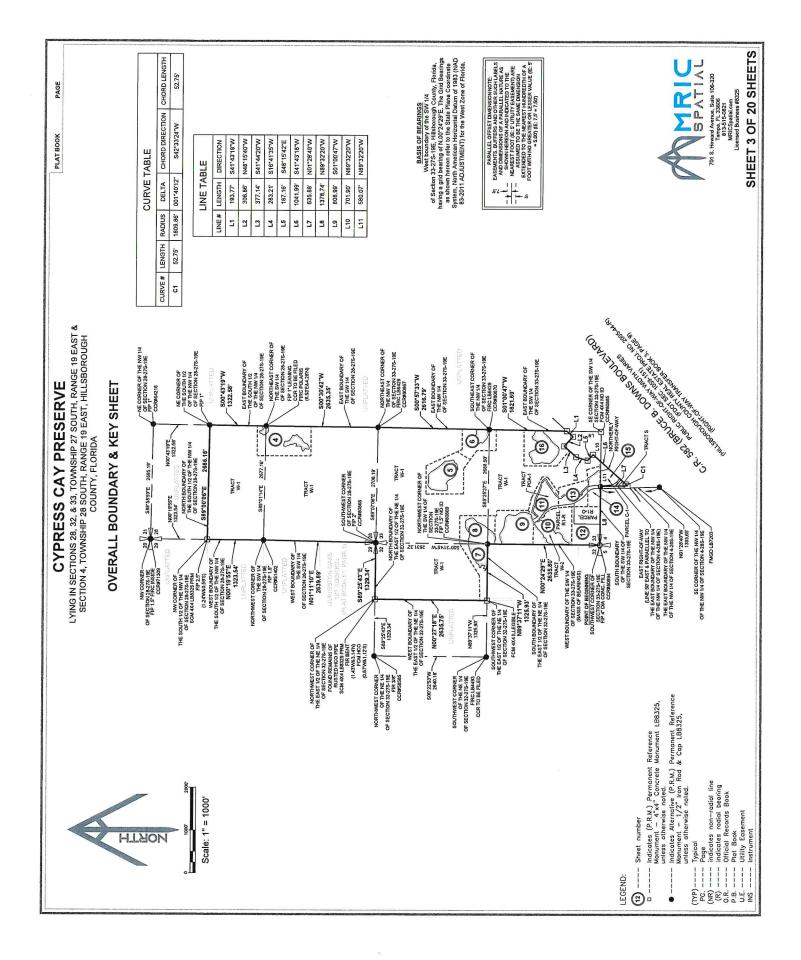
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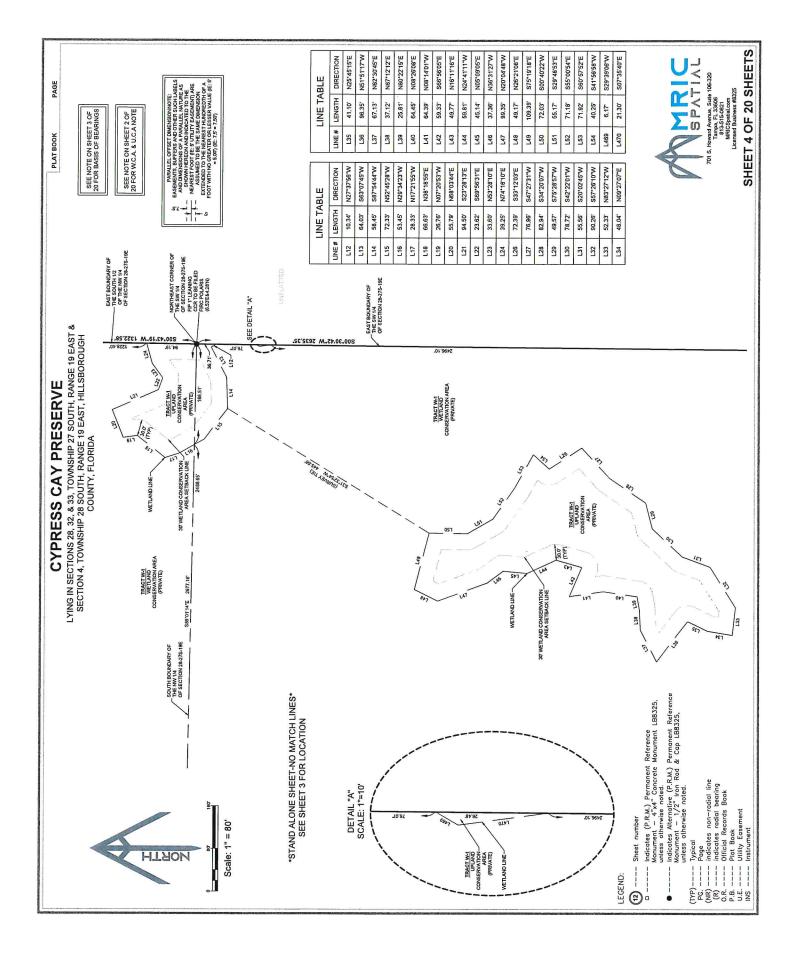
APPROVED BY THE COUNTY ATTORNEY

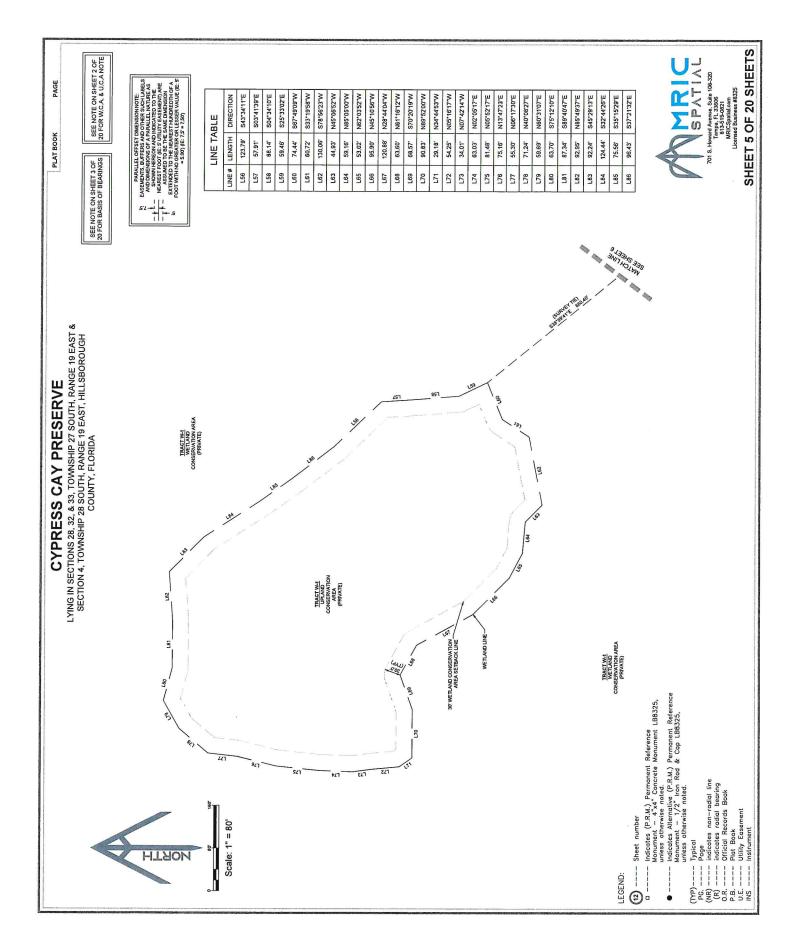
BY ______ Approved As To Form And Legal Sufficiency.

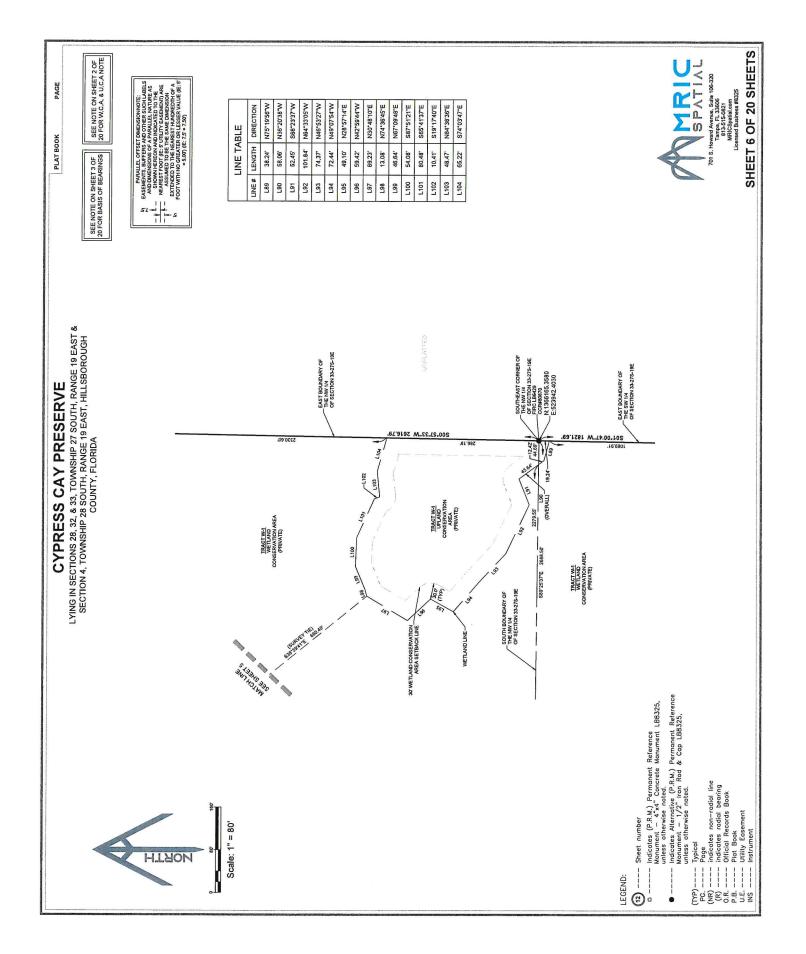
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OF GUINTA GROUP, LTD, ON BENULE OF THE LUNTED PARTNERSHEP, HEISHE IS PERSONULLY RADOM TO ME OR HAS PRODUCED AS IDENTIFICATION.	<u>CUNEER</u> PARTNERS 3 & 4. L.L.C., a Florida Limited Libility Campany	CLERK OF THE CIRCUIT COURT. COUNTY OF PLUESDROUGH, STATE OF FLORIDA
Sowner	Br	I HEREBY CERTEY THAT THIS SUBDANSION PLAT MEETS THE REQUREMENTS, IN FORM, OF CHAPTER 177, PART 10F THE ELONG STATUTES, MON HAN BEEN THED FORM OF CHAPTER 177, PART 10F THE CHAPTERS, MON HAN BEEN THED FORM OF CHAPTER 177, PART 10F THE CHAPTER 10F THE
PRAFTED NAME	WITHERS PRINT NAME	PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
STRAL NUMBER, IF APPLOABLE	WIT455 PRINT IVME ACKNOWLEDGEMENT:	CLERK OF CIRCUT COURT DEPUTY CLERK
<u>OWNER</u> <u>PREG</u> Grand Cypress Owner, LLC, a Dalaware limited lability company	STATE OF FLORIDA CUTY OF MLLSBOROUGH THE FORECOMMISTIANMENT WAS ACKNOW FICKED REFORE WE PV MEANS OF PMYYSTEAL PRESENCE	¢ FILE NUMBER
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PRATED MARE THE	WITNESS PRINT NUME	ULS-ST-Dusz1 NICS:petial.com Licenses #8325
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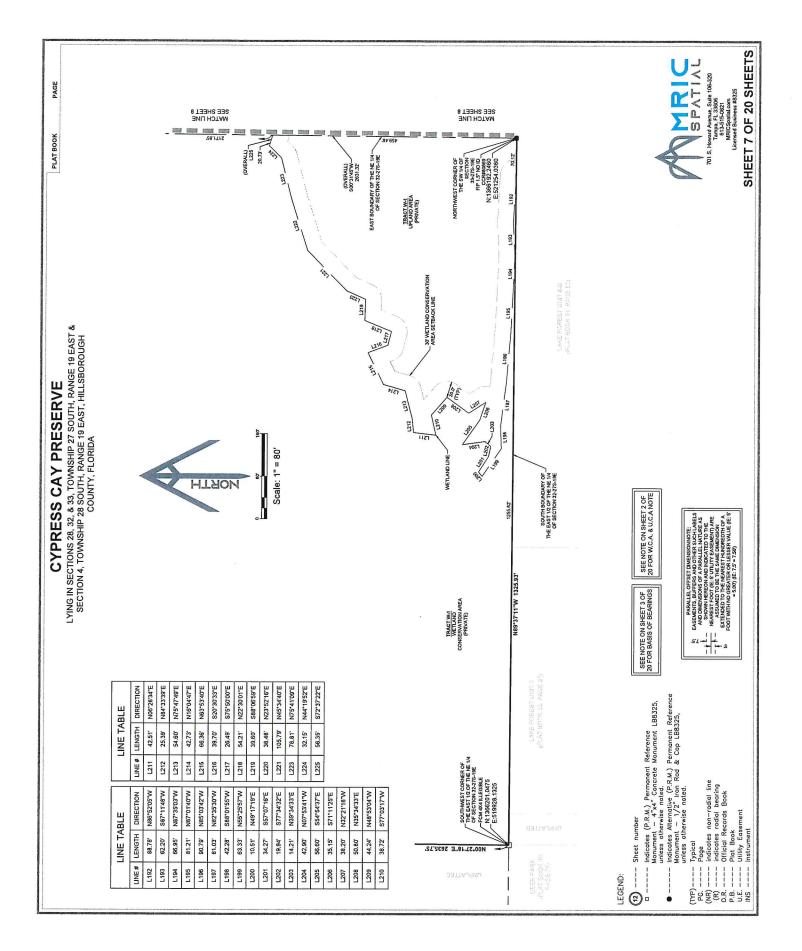
PLAT BOOK PAGE		JJECT TO FLOODING; ENT) FOR THE WEST LEVISION SERVICES; IS OF AN ELECTRIC, SOF AN ELECTRIC,	TO S. HORN AND S. T. A. C. S. P. A. T. J. A. C. S. P. A. T. J. A. C. S. HORN AND S. S. D. S. HORN AND S.
CYPRESS CAY PRESERVE LYING IN SECTIONS 28, 32, & 33, TOWNSHIP 27 SOUTH, RANGE 19 EAST & SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA	DESCRIPTION. A parcel of land located in Section 24, 32, 431. Township 27 South, Range 19 East, & Section 4, Township 28 South, Range 19 East, Hitsborough County, Florida, and heng more particularly described as follows: EEGN at the acutivent corner of said section 33. Internet along the west boundary of the acutivents in the acutivent corner of said section 33. INOT-2429°E., a distance of 2635.00 feet to the nothwest corner of said southwest 14, thence along the west boundary of the acutivest 11/2 of the northwest 14, 0.007-2429°E., a distance of 2635.00 feet to the northwest corner of said southwest 14, thence along the west boundary of the acutivest 11/2 of the northwest 14, 0.007-2429°E., a distance of 2635.00 feet to the northwest corner of said acut. 2010 the northwest 14, thence along the west boundary of a lad act 12/2 of the northwest 14, thence along the west boundary of a lad act 2010 the northwest 14, 2002-2429°E., a distance of 2635.00 feet of 2535.75 feet to the northwest corner of said acut. 2010 the northwest 14, thence along the northwest 14, 2010-2429°E., a distance of 2635.00 feet of 2535.75 feet to the northwest corner of said southwest 14, thence along the west boundary of and section 23. NOUT-1470°E., a distance of 2535.00 feet of 2535.75 feet to the northwest corner of said southwest 14, thence along the northwest 14, 2.007-2429°E. a distance of 1222.05 feet to the northwest 14, 2.007-2439°E. a distance of 1222.05 feet to a northwest 14, 2.007-2439°E. A distance along the acutive to a distance of 2535.05 feet to the northwest 14, 2.007-2439°E. a distance of 1222.05 feet to the northwest 14, thence along the west boundary of a add section 24, 0.007-2439°E. a distance of 2.055.05 feet to a northwest 14, 14, thence along the northwest 14, 14, add south 26, the northwest 14, 2.007-2739°C. a distance of 1222.05 feet to the northwest 14, thence along the northwest 14, of addressed 5.000°E. 3.000°C 3.5 30°C 30°C 30°C 30°C 30°C 30°C 30°C 30°C	 unamony and serverse in organization on whether Reperting will not ready and an extent more of each of the plant may ore way not be subject to Flooding. Busine and an extension was a refresent a predimention on whether Reperting will not a subject to Flooding. Busine and an extension was a refresent a predimention on whether Reperting will not a subject to flooding. Busine and a subject of the plant may ore way not be subject and a subj	The relation of the second
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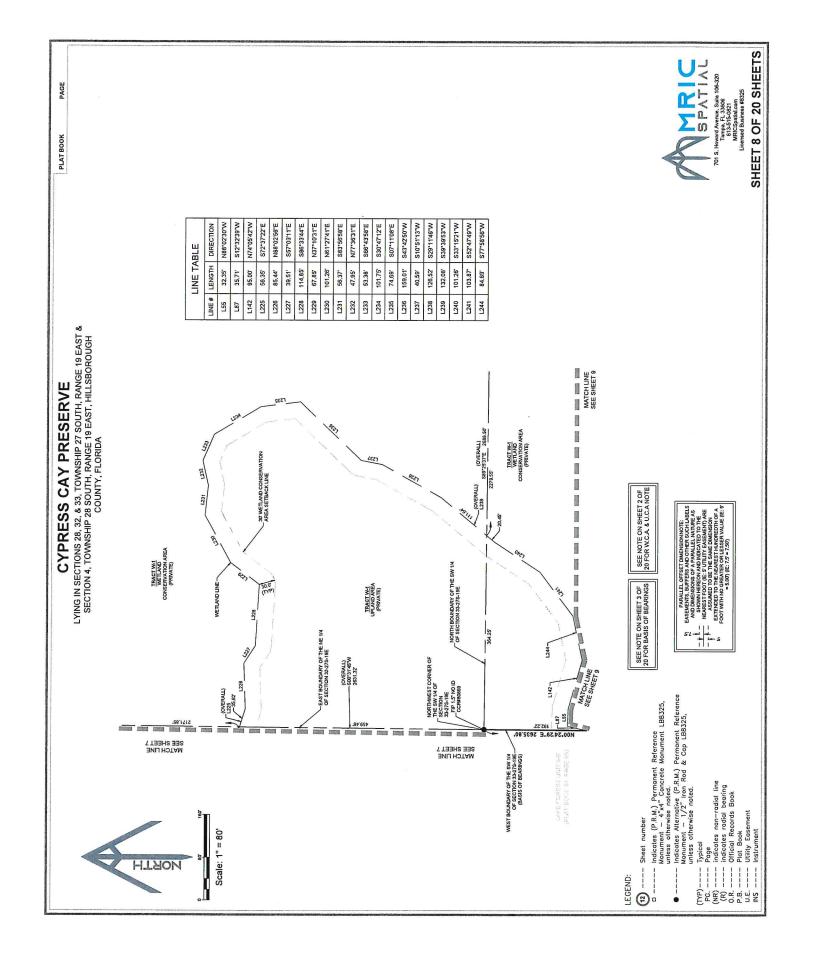


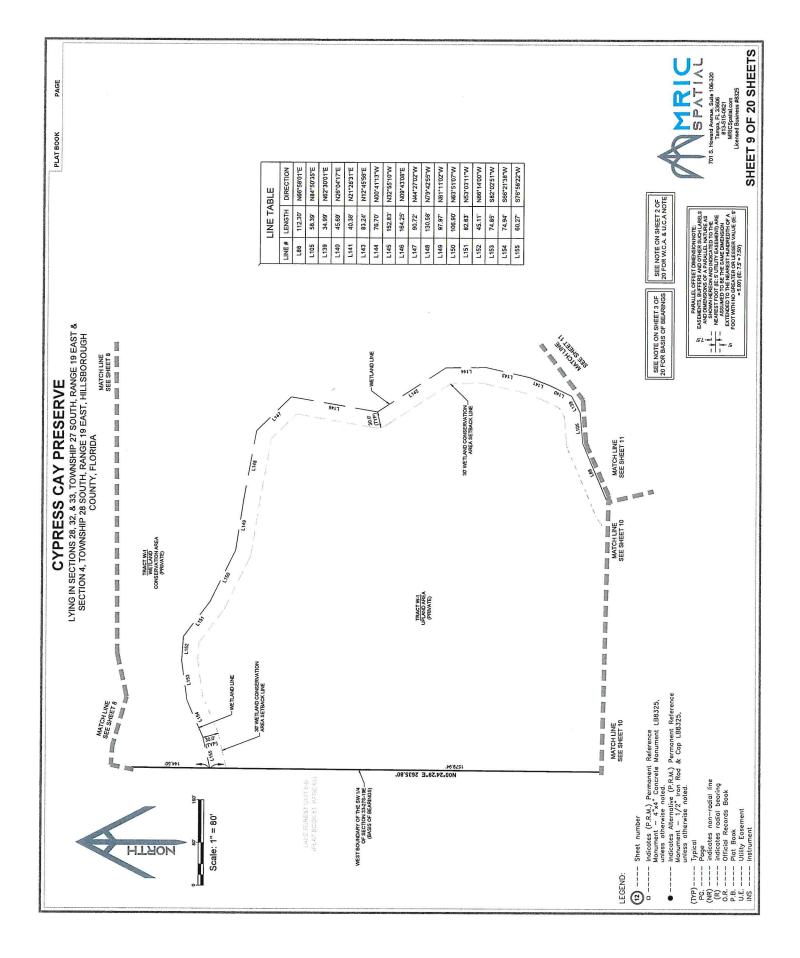


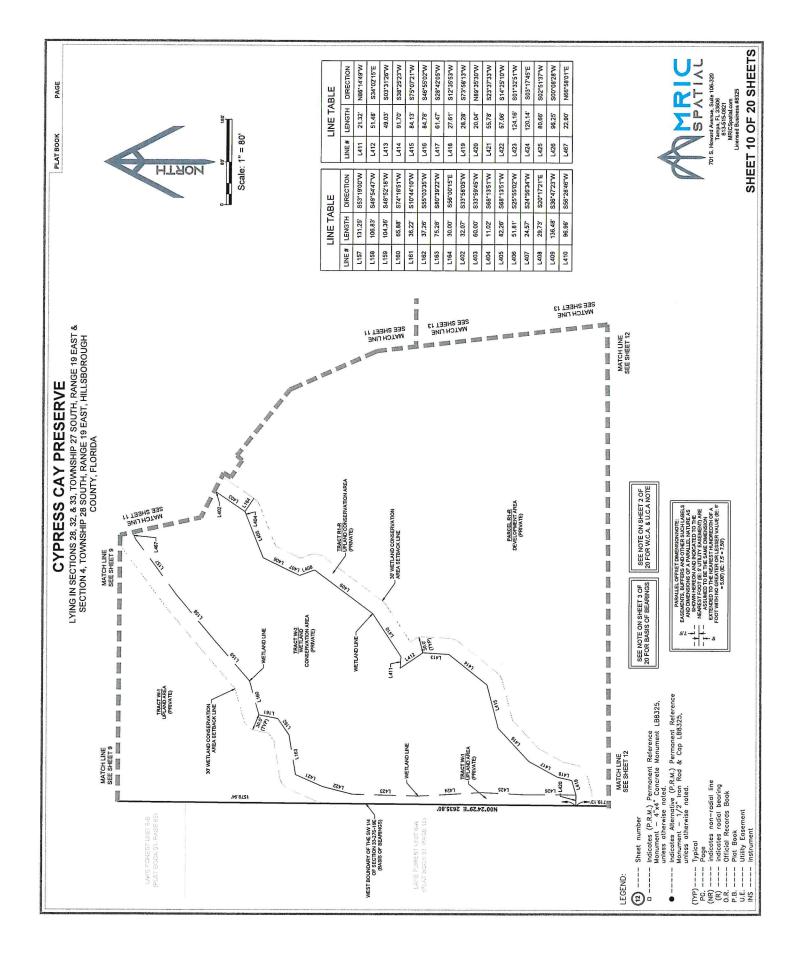


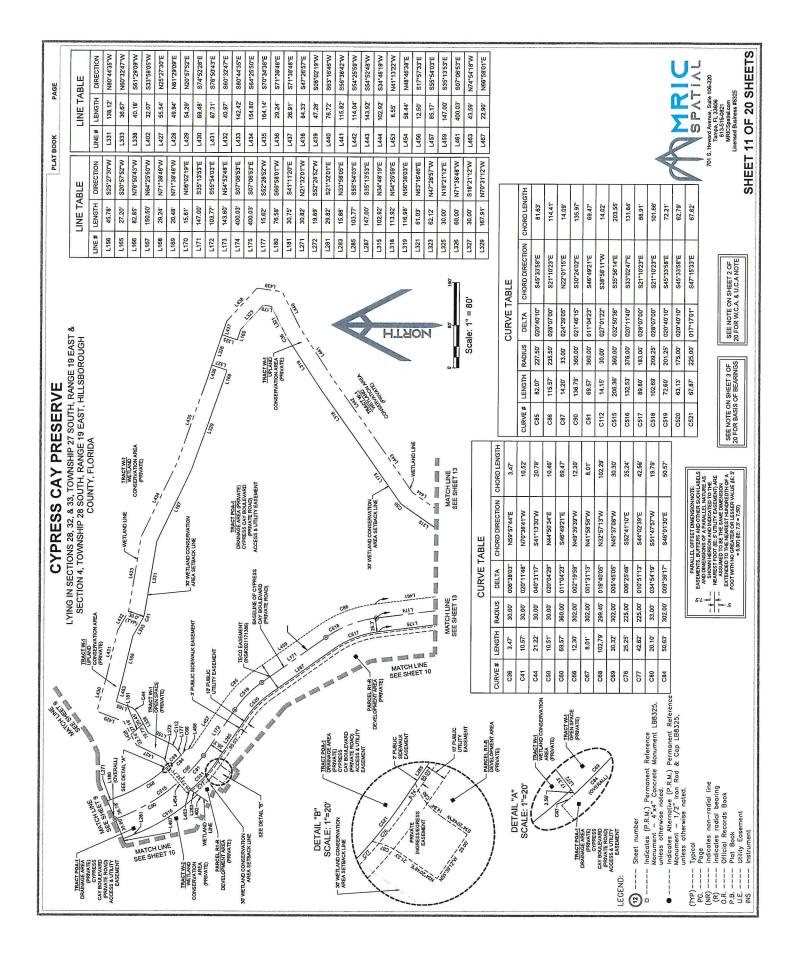


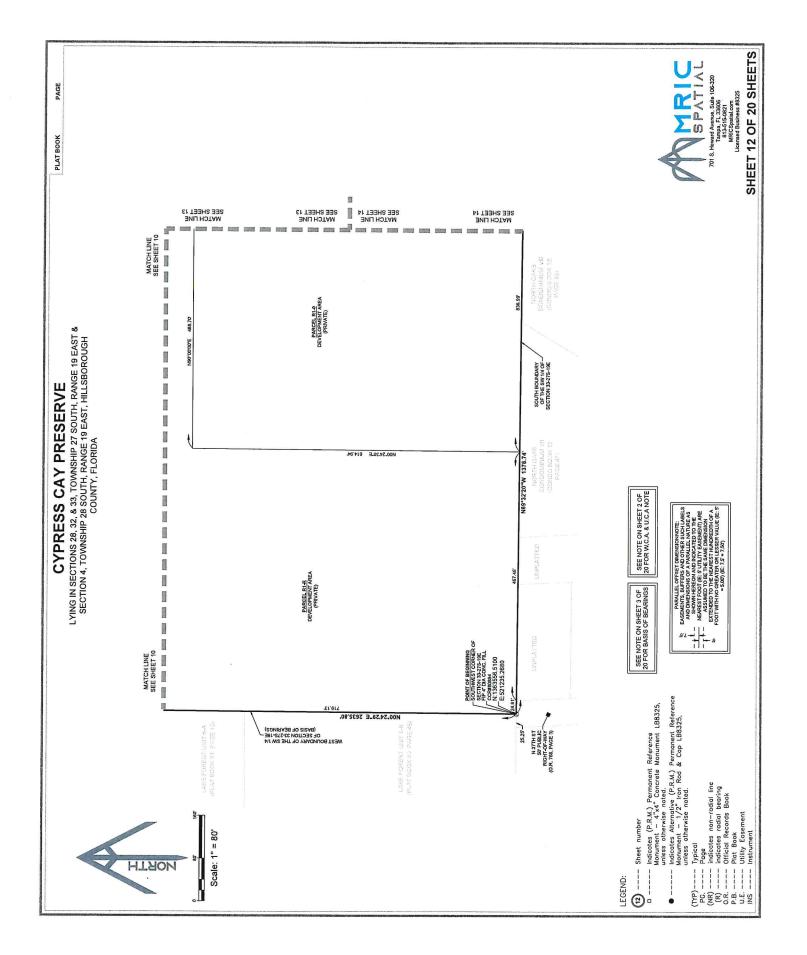


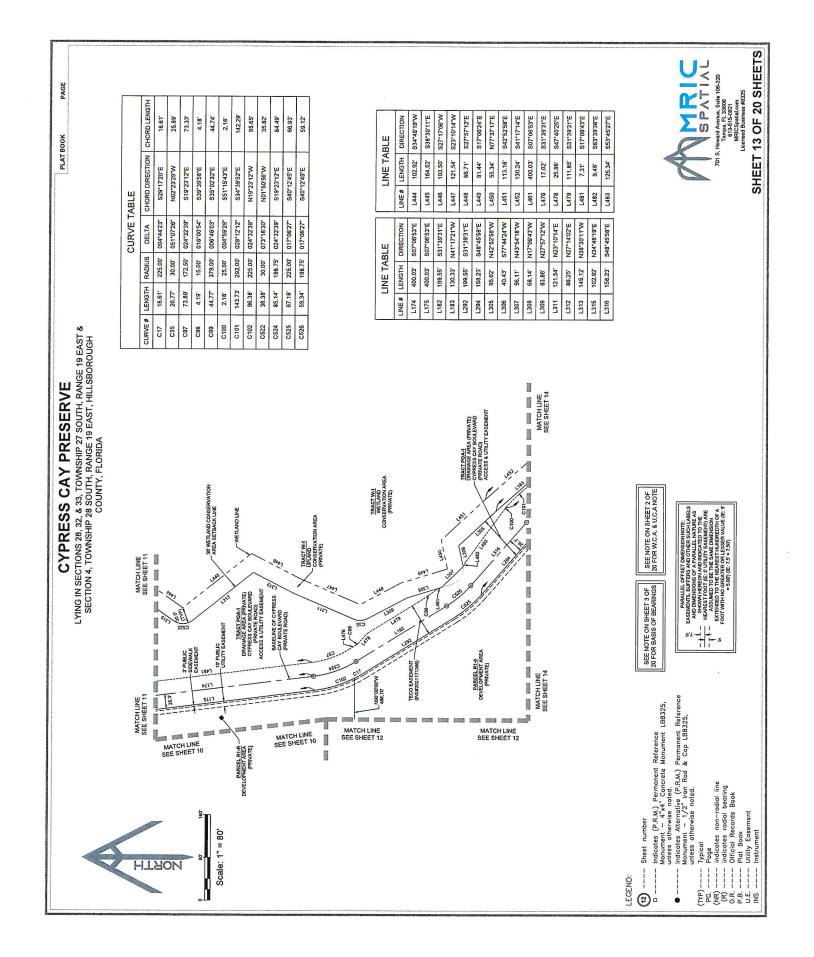


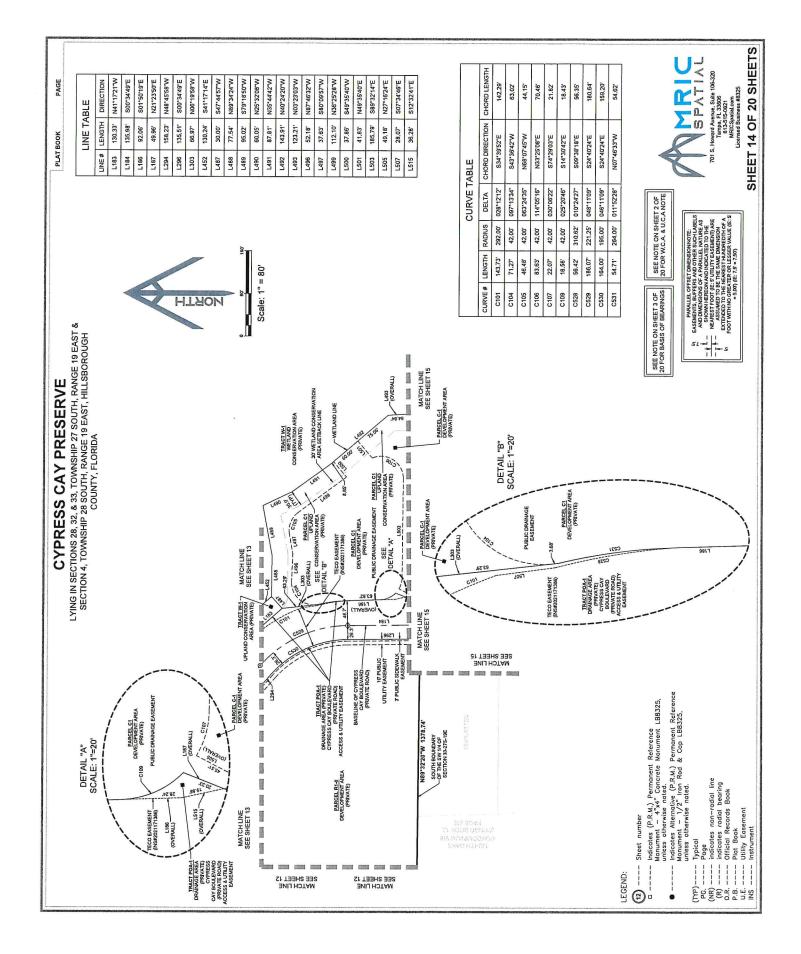


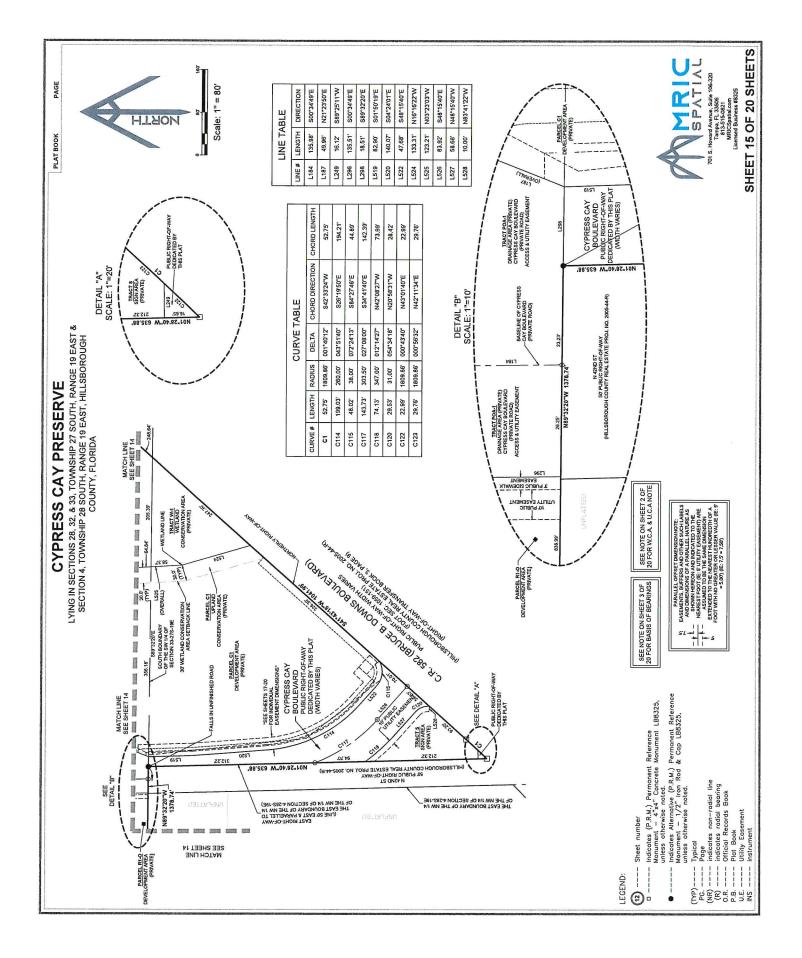


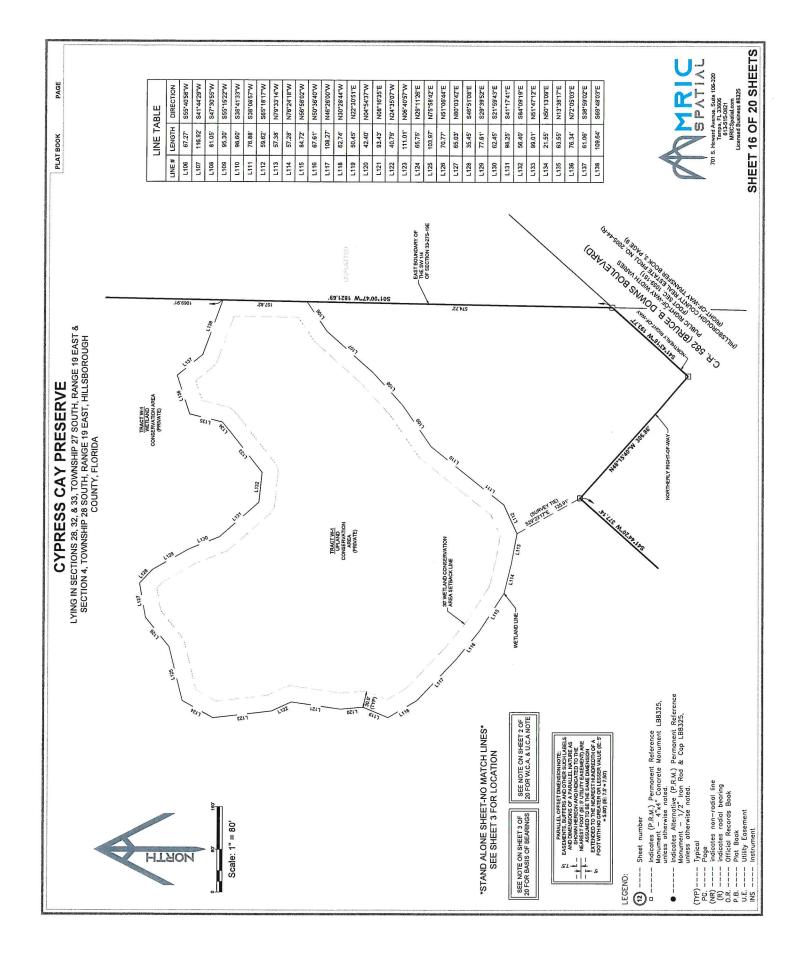


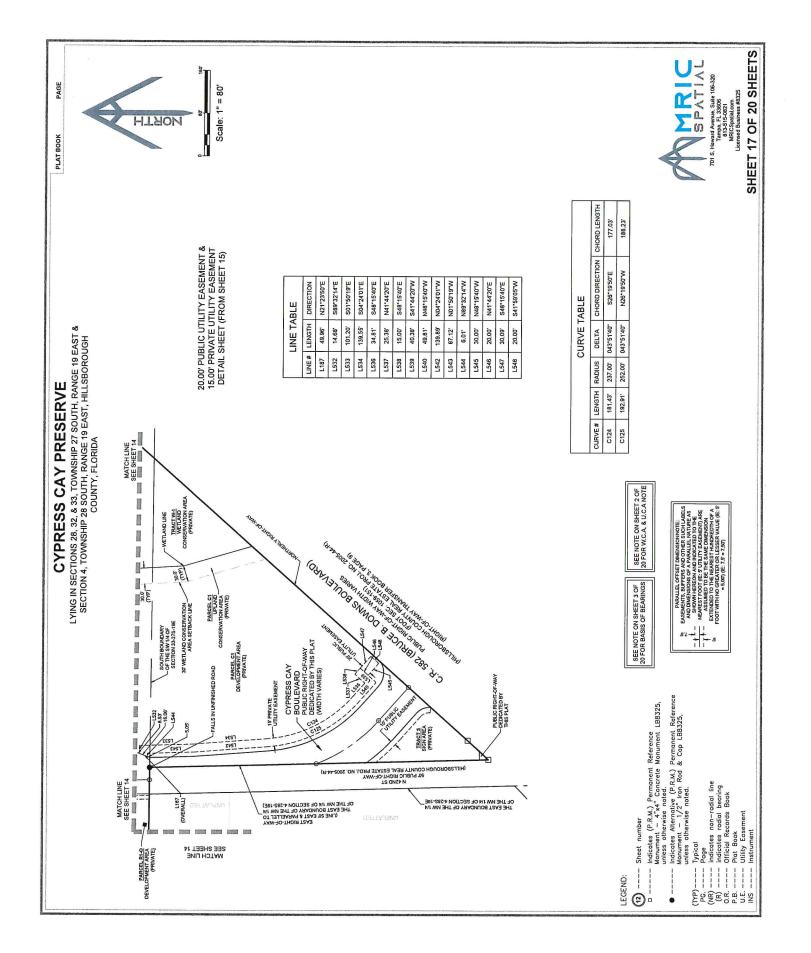


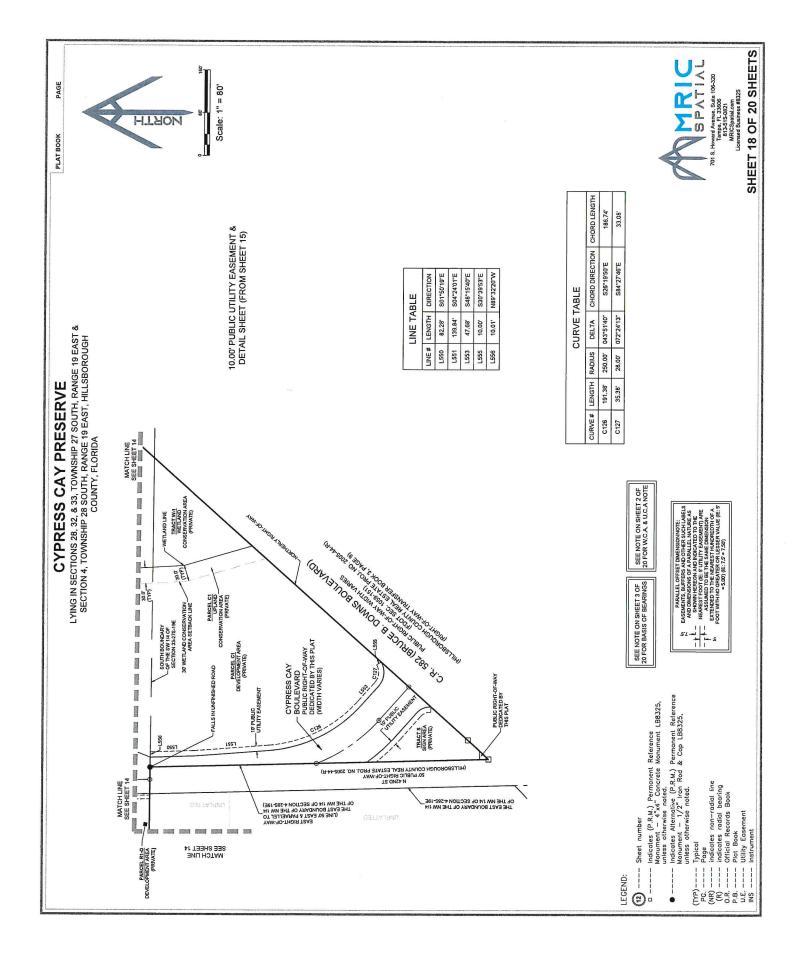


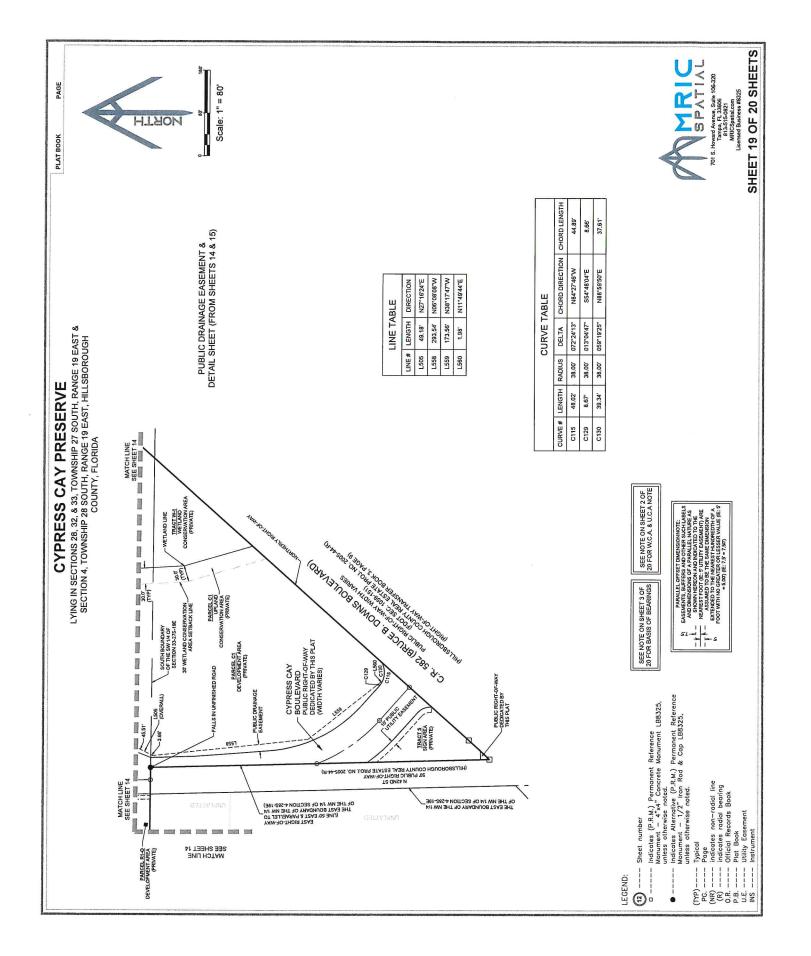


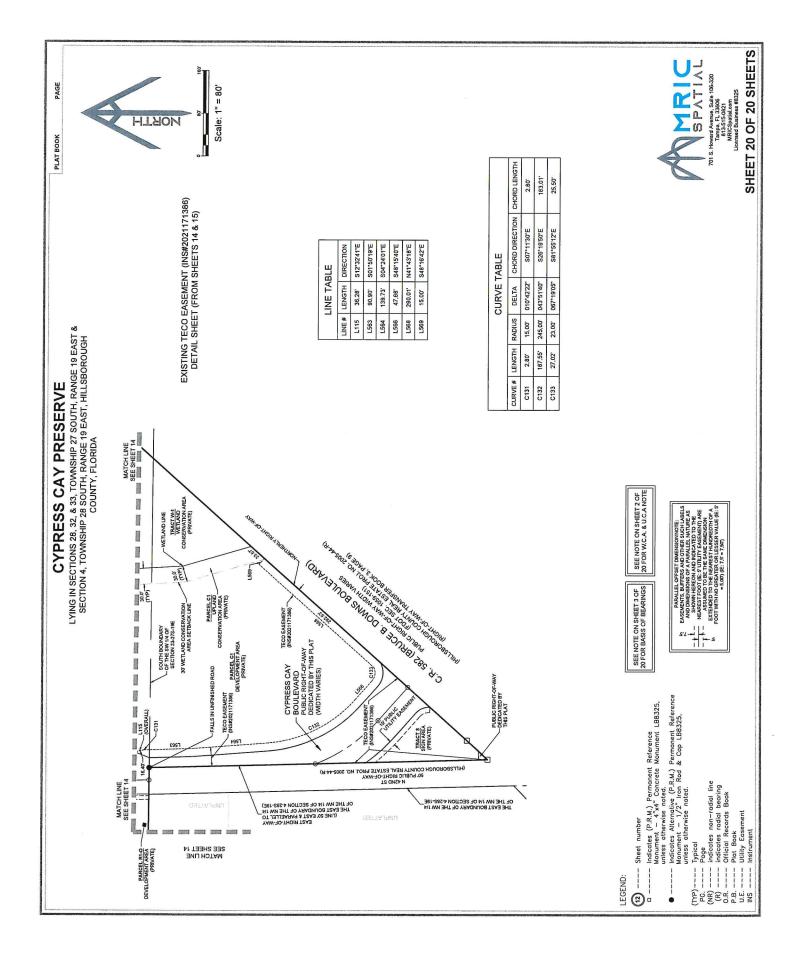














Certificate of School Concurrency

Project Name	The Reserve at Grand Cypress		
Jurisdiction	Hillsborough County		
Jurisdiction Project ID Number	4281		
HCPS Project Number	SC-739		
Parcel ID Number(s)	034636.0000, 034755.0000, & 034784.5000		
Project Location	Intersection of Bruce B Downs Blvd & N 42 nd Street		
Dwelling Units & Type	488 Multi-Family		
Applicant	Giunta Group Ltd et al		

School Concurrency Analysis					
School Type	Elementary	Middle	High	Total Capacity Reserved	
Students Generated	56	21	25	102	

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.

Charles andrews

June 30, 2020 Date Issued

Charles Andrews, AICP, CNU-A Manager, Planning & Siting Growth Management Department Operations Division E: <u>charles.andrews1@sdhc.k12.fl.us</u> P: 813.272.4429 Partners Four By: The Giunta Group, LTD JEM Investments, LTD John-Mary Enterprises, LTD Partners 3 & 4, LLC Charles D. Hall, Trustee of Rena Janet Hall 1994 Trust c/o John-Mary Enterprises, LTD P.O. Box 17072 Tampa, FL 33682 813-906-6450 jshannon@jcshannonpa.com

December 1, 2021

VIA Hand Delivery

Nancy Takemori, Esq. 601 E. Kennedy Blvd. 27th Floor Tampa, FL 33601

Ms. Leeann Kennedy 601 E. Kennedy Blvd. 27th Floor Tampa, FL 33601

> RE: Cypress Cay Preserve (the "Infrastructure Project")/The Guinta Group, Ltd, JEM Investments, Ltd., John-Mary Enterprises, Ltd., Partners 3 & 4, LLC, and Charles D. Haall, as Trustee of the Rena Hall 19914 Trust ("Developers") - Subdivider's Agreements and Cashier's Checks

Dear Nancy & Lee Ann:

Per our discussions, the below-listed documents and cashiers checks (in amounts to be confirmed under separate cover by the Developers' engineers) are being delivered to you in connection with the Cypress Cay Preserve plat submittal:

- 1. Original Subdivider's Agreement for Performance Placement of Lot Corners signed by all Developers;
- 2. Original Subdivider's Agreement for Construction and Warranty of Required On-Site and Off-Site Improvements signed by all Developers;
- Check No.: #5506399862 in the amount of \$1,875.00 as security for Subdivider's Agreement for Performance – Placement of Lot Corners;
- 4. Check No:. #5506399863 in the amount of \$1,517,011.10 as security for Subdivider's Agreement for **Construction** of Required On-Site and Off-Site Improvements; and
- 5. Check No.: #5506399864 in the amount of \$116,597.54 as security for Subdivider's Agreement for **Warranty** of Required On-Site and Off-site Improvements.

Upon (a) completion of construction of the Infrastructure Project and acceptance of the Infrastructure Project by Hillsborough County; and (b) the expiration of the required warranty period after completion of the Infrastructure Project; please return all applicable funds to Partners Four, c/o John-Mary Enterprises, LTD., at P.O. Box 17072, Tampa, FL 33682.

Please call Jeff Shannon (690-3212) if you have any further questions. Thank you.

Sincerely,

THE GIUNTA GROUP, LTD

JOHN MARY ENTERPRISES, LTD.

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JEM INVESTMENTS, LTD.

PARTNERS 3 & 4, L.L.C.

Charles D. Hall, as Trustee of the Rena Janet Hall 1994 Trust

JCS/ed Enclosures CC: Jeffrey C. Shannon, Esq. (via email)(w/o attmts)