

**SUBJECT:** Suddath Industrial Park fka Tampa Park of Commerce Lots 1 & 2 **PI#480**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** April 8, 2025  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

Accept the plat for recording for Suddath Industrial Park fka Tampa Park of Commerce Lots 1 & 2, located in Section 27, Township 29, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (off-site roadway 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 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 \$528,100.02, a Warranty Bond in the amount of \$42,248.00 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements.

School Concurrency does not apply to this commercial project.

**BACKGROUND:**

On May 01, 2020, Permission to Construct Prior to Platting was issued for Suddath Industrial Park fka Tampa Park of Commerce Lots 1 & 2, after construction plan review was completed on April 21, 2020. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Suddath Properties of Tampa II, LLC and the engineer is Ardurra.



## Legend





## 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<sup>25</sup>, by and between  
Suddath Properties of Tampa II, 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 Suddath Industrial Park  
\_\_\_\_\_ (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:  
roadway, sidewalk, signing and marking, sod and landscaping within 16th Avenue South and 24th Avenue South  
\_\_\_\_\_

\_\_\_\_\_ (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 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 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 \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_ dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 108194037 dated, February 25, 2025 with Suddath Properties of Tampa II, LLC as Principal, and Travelers Casualty and Surety Company of America as Surety, or  
A Warranty Bond, number 108194036 dated, February 25, 2025 with Suddath Properties of Tampa II, LLC as Principal, and Travelers Casualty and Surety Company of America 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:

Subdivider:

Sarah Lowe

Witness Signature

Sarah Lowe

Printed Name of Witness

[Signature]

Witness Signature

CRAG DOROVAN

Printed Name of Witness

By [Signature]

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

Kevin P. Gannon

Name (typed, printed or stamped)

Chief Financial Officer

Title

815 S.Main St., Jacksonville, FL 32207

Address of Signer

904-390-7102

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

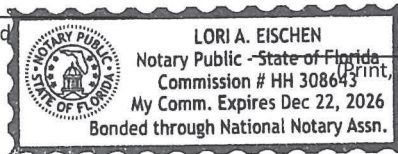
COUNTY OF ~~HILLSBOROUGH~~ DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this  
28<sup>th</sup> day of February, 2025, by Kevin P. Gannon as  
(day) (month) (year) (name of person acknowledging)  
Chief Financial Officer for Suddath Properties of Tampa II, 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

*Lori A. Eischen*  
(Signature of Notary Public - State of Florida)

Type of Identification Produced



(Notary Seal)

(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

\_\_\_\_\_  
(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)



**SUBDIVISION PERFORMANCE BOND**  
**On-site and Off-site**

**KNOW ALL MEN BY THESE PRESENTS**, That we Suddath Properties of Tampa II, LLC  
called the Principal, and Travelers Casualty and Surety Company of America called the Surety, are held and firmly bound unto the  
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of  
Five Hundred Twenty-Eight Thousand One Hundred and 02/100 (\$ 528,100.02 ) Dollars for the payment of which  
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents.

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

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

**WHEREAS**, these subdivision regulations require the construction of on-site and off-site improvements in  
connection with the platting of the Suddath Industrial Park subdivision; and

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

**WHEREAS**, said improvements are to be built and constructed in the aforementioned platted area and 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, hereafter the "Agreement", the terms of which require the Principal to submit an instrument  
ensuring completion of construction of required improvements; and

**WHEREAS**, the terms of said 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 Suddath Industrial Park 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 the 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 plat and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Agreement at the times and in the manner prescribed in said Agreement;

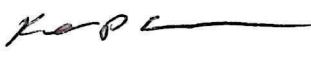
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 8, 2026.

SIGNED, SEALED AND DATED this 25th day of February, 2025.

ATTEST:

Suddath Properties of Tampa II, LLC

  
\_\_\_\_\_  
Aaron Steffey

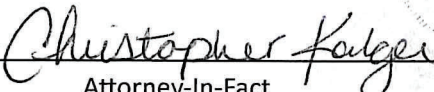
By   
\_\_\_\_\_  
Principal Seal

Travelers Casualty and Surety Company of America.

Surety


ATTEST:

  
\_\_\_\_\_  
Aaron Steffey

By   
\_\_\_\_\_  
Attorney-In-Fact Seal  
Christopher Kolger



APPROVED BY THE COUNTY ATTORNEY

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





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christopher D Kolger** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

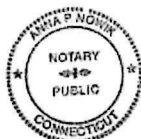
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

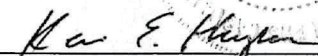
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of February, 2025



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# SUBDIVISION WARRANTY BOND

## On-Site and Off-Site

KNOW ALL MEN BY THESE PRESENTS, that we Suddath Properties of Tampa II, LLC

\_\_\_\_\_ called the Principal, and \_\_\_\_\_  
Travelers Casualty and Surety Company of America \_\_\_\_\_ called the Surety, are held and firmly bound unto the  
**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Forty-Two Thousand Two Hundred Forty-Eight and 00/100 \_\_\_\_\_ (\$**42,248.00**) Dollars for the payment of which  
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvements for maintenance in connection with the Suddath Industrial Park subdivision (hereafter, the "Subdivision"): on-site improvements: none and off-site improvements: roadway, sidewalk, signage, striping and landscaping (together, the on-site and off-site improvements are hereafter referred to as the "Improvements"); and

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

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

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

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

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



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


THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 8, 2028

SIGNED, SEALED AND DATED this 25th day of February, 2025.

ATTEST:

  
\_\_\_\_\_

Suddath Properties of Tampa II, LLC

By  \_\_\_\_\_

Principal

Seal

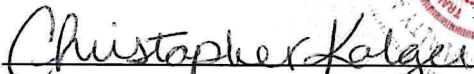
Kevin P. Gannon, Chief Financial Officer

Travelers Casualty and Surety Company of America

Surety

ATTEST:

  
Aaron Steffey

By  \_\_\_\_\_

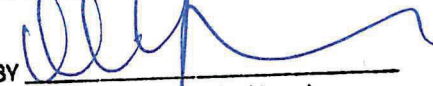
Attorney-In-Fact

Seal

Christopher Kolger



APPROVED BY THE COUNTY ATTORNEY

  
BY \_\_\_\_\_

Approved As To Form And Legal  
Sufficiency.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christopher D Kolger** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

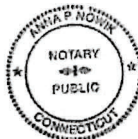
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of February, 2025



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, Inc.  
PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)


EXHIBIT C  
PERFORMANCE BOND  
February 27, 2025

### SUMMARY OF SCHEDULES

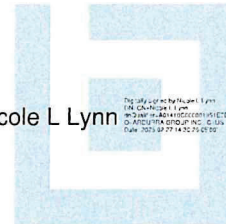
STATE OF FLORIDA                    }  
   }  
COUNTY OF HILLSBOROUGH        }

I, **Nicole L. Lynn, P.E.**, a Professional Engineer registered in the State of Florida, with Registration No. **71382**, hereby certify that I have examined the Plat of **Suddath Industrial Park** as filed by **Ardurra Group, Inc.**, located in **Section 27, Township 29 South, Range 19 East Hillsborough County, Florida**; and that the costs of the remaining improvements to be constructed lying within the said Plat and applicable offsite improvements, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Performance Bond required by the **Hillsborough County Land Development Code**.

<u>Schedule</u>	<u>Total</u>
ROAD CONSTRUCTION	\$422,480.02
STORM DRAINAGE	\$0.00
WATER & FIRE DISTRIBUTION	\$0.00
SANITARY SEWER	\$0.00
<b>GRAND TOTAL</b>	<b><u>\$422,480.02</u></b>
<b>PERFORMANCE BOND (125% OF GRAND TOTAL AMOUNT)</b>	<b>\$528,100.02</b>

  
2/27/2025

Nicole L Lynn



Nicole L. Lynn, State of  
Florida, Professional  
Engineer, License No. 71382;  
This item has been digitally  
signed and sealed by Nicole L.  
Lynn on the date indicated  
here. Printed copies of this  
document are not considered  
signed and sealed and the  
signature must be verified on  
any electronic copies.

Nicole L. Lynn, P.E. (#71382)

(SEAL)



Professional Engineer

2/27/2025

Date

ARDURRA GROUP, INC.

CLIENT: Suddath Properties of Tampa, LLC

PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C

PERFORMANCE BOND

February 27, 2025

ROAD CONSTRUCTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Offsite Asphalt	8,931	SY	\$17.76	\$158,623.08
2	Offsite Base & Subgrade	14,589	SY	\$16.34	\$238,383.93
8	Signing & Marking	1	LS	\$17,573.00	\$17,573.00
9	Sod and Landscaping	1	LS	\$7,900.00	\$7,900.00
TOTAL					\$422,480.02



ARDURRA GROUP, INC.

CLIENT: Suddath Properties of Tampa, LLC

PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C

PERFORMANCE BOND

February 27, 2025

STORM DRAINAGE					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
TOTAL					\$0.00

ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, LLC  
PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C  
PERFORMANCE BOND  
February 27, 2025

WATER DISTRIBUTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
TOTAL					\$0.00



ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, LLC  
PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C  
PERFORMANCE BOND  
February 27, 2025

SANITARY SEWER					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
TOTAL					\$0.00

ARDURRA GROUP, INC.

CLIENT: Suddath Properties of Tampa, LLC

PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C

WARRANTY BOND

February 27, 2025

### SUMMARY OF SCHEDULES

STATE OF FLORIDA                    }  
   }  
COUNTY OF HILLSBOROUGH        }

I, **Nicole L. Lynn, P.E.**, a Professional Engineer registered in the State of Florida, with Registration No. **71382**, hereby certify that I have examined the Plat of **Suddath Industrial Park** as filed by **Ardurra Group, Inc.**, located in **Section 27, Township 29 South, Range 19 East Hillsborough County, Florida**; and that the costs of the improvements lying within the said Plat and applicable offsite improvements, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Warranty Bond required by the **Hillsborough County Land Development Code**.

<u>Schedule</u>	<u>Total</u>
ROAD CONSTRUCTION	\$422,480.02
STORM DRAINAGE	\$0.00
WATER & FIRE DISTRIBUTION	\$0.00
SANITARY SEWER	\$0.00
<b>GRAND TOTAL</b>	<b><u>\$422,480.02</u></b>
<b>WARRANTY BOND (10% OF GRAND TOTAL AMOUNT)</b>	<b>\$42,248.00</b>

*Handwritten signature of Nicole L. Lynn*  
2/27/2025

Nicole L Lynn

Digitally signed by Nicole L Lynn  
DN: cn=Nicole L Lynn,  
o=QualifiersA21416C00000195167E5AAG0001F3E,  
ou=ARDURRA GROUP, INC. G-US,  
Date: 2025.02.27 14:59:15 -0500

Nicole L. Lynn, P.E. (#71382)

(SEAL)

*Handwritten signature of Nicole L. Lynn*

Professional Engineer

**2/27/2025**

Date

Nicole L. Lynn, State of  
Florida, Professional  
Engineer, License No. 71382;  
This item has been digitally  
signed and sealed by Nicole L.  
Lynn on the date indicated  
here. Printed copies of this  
document are not considered  
signed and sealed and the  
signature must be verified on  
any electronic copies.



ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, Inc.  
PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C  
WARRANTY BOND  
February 27, 2025

ROAD CONSTRUCTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Offsite Asphalt	8,931	SY	\$17.76	\$158,623.08
2	Offsite Base & Subgrade	14,589	SY	\$16.34	\$238,383.93
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9	Sod and Landscaping	1	LS	\$7,900.00	\$7,900.00
TOTAL					\$422,480.02

ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, Inc.  
PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C  
WARRANTY BOND  
February 27, 2025

STORM DRAINAGE					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
TOTAL					\$0.00



ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, Inc.  
PROJECT: Suddath Industrial Park (fka Tampa Park of Commerce)

EXHIBIT C  
WARRANTY BOND  
February 27, 2025

WATER DISTRIBUTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
TOTAL					\$0.00

ARDURRA GROUP, INC.  
CLIENT: Suddath Properties of Tampa, Inc.  
PROJECT: Suddath Industrial Park (flka Tampa Park of Commerce)

EXHIBIT C  
WARRANTY BOND  
February 27, 2025

SANITARY SEWER					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
TOTAL					\$0.00



PLAT	PAGE
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SUDDATH PROPERTIES OF TAMPA, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS

of the

WITNESS

(PRINT NAME)

1000000

OF MILLS

2004.

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## CHAPTER

100

SEE  
CONCERN  
SEE SHEET  
SEE SHEET

SEE NOTE #7 ON SHEET 2  
CONCERNING WCA/OSW AREAS  
SEE SHEET 2 OF 4 FOR KEY MAP  
SEE SHEET 2 OF 4 FOR LEGEND

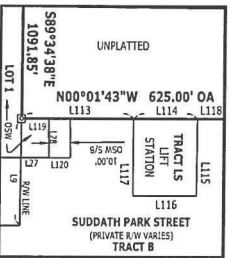
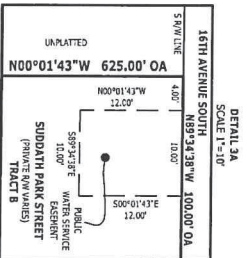




# SUDDATH INDUSTRIAL PARK

BEING A PORTION OF SECTION 27, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

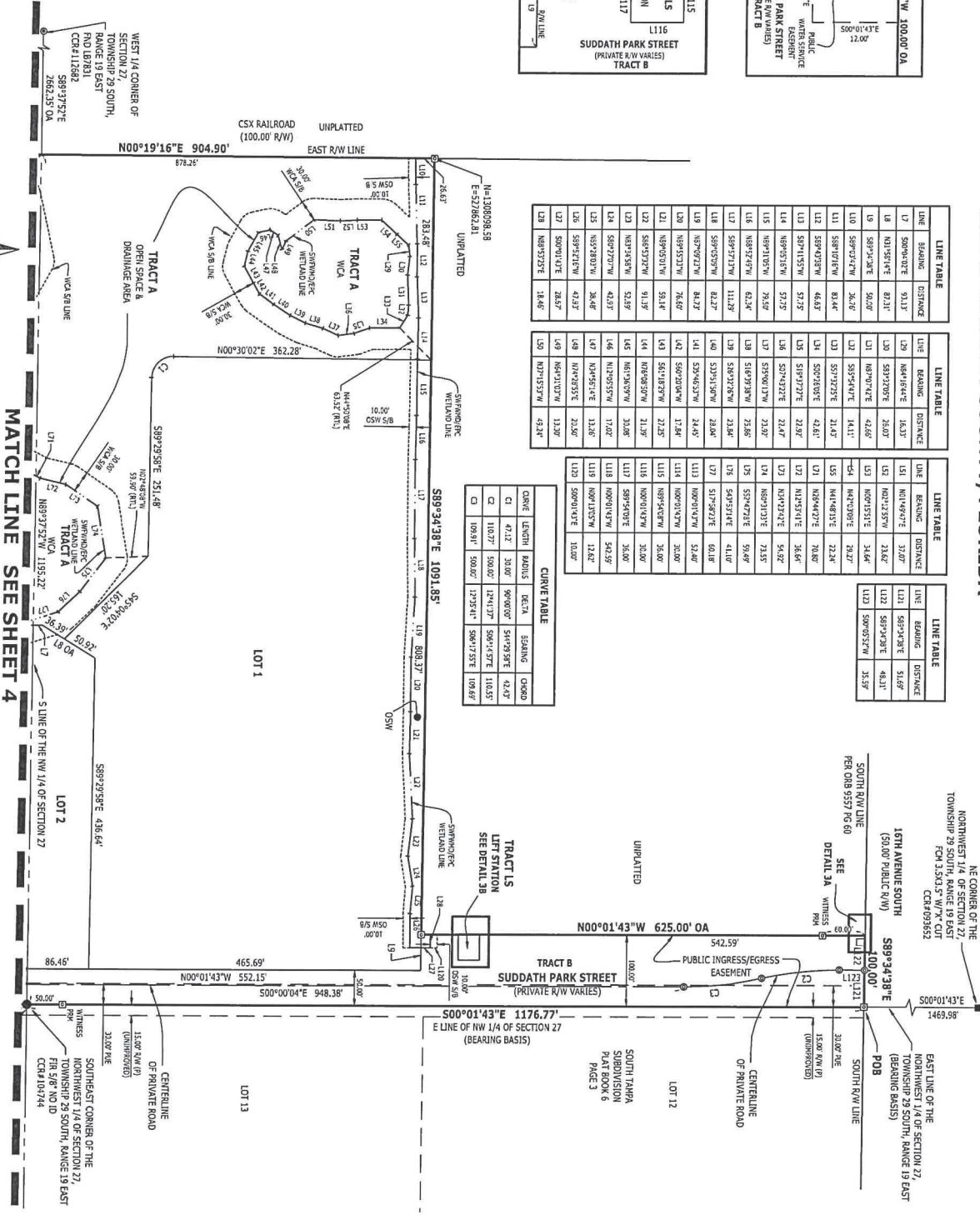
PLAT BOOK PAGE



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S89°34'38"E	91.13	L26	N89°34'38"E	16.33	L51	N00°01'43"W	11.87
L2	N00°01'43"W	82.11	L27	S89°34'38"E	26.07	L52	N00°01'43"W	11.87
L3	S89°34'38"E	50.00	L28	N89°34'38"E	16.33	L53	N00°01'43"W	11.87
L4	N00°01'43"W	82.11	L29	S89°34'38"E	26.07	L54	N00°01'43"W	11.87
L5	S89°34'38"E	50.00	L30	N89°34'38"E	16.33	L55	N00°01'43"W	11.87
L6	N00°01'43"W	82.11	L31	S89°34'38"E	26.07	L56	N00°01'43"W	11.87
L7	S89°34'38"E	50.00	L32	N89°34'38"E	16.33	L57	N00°01'43"W	11.87
L8	N00°01'43"W	82.11	L33	S89°34'38"E	26.07	L58	N00°01'43"W	11.87
L9	S89°34'38"E	50.00	L34	N89°34'38"E	16.33	L59	N00°01'43"W	11.87
L10	N00°01'43"W	82.11	L35	S89°34'38"E	26.07	L60	N00°01'43"W	11.87
L11	S89°34'38"E	50.00	L36	N89°34'38"E	16.33	L61	N00°01'43"W	11.87
L12	N00°01'43"W	82.11	L37	S89°34'38"E	26.07	L62	N00°01'43"W	11.87
L13	S89°34'38"E	50.00	L38	N89°34'38"E	16.33	L63	N00°01'43"W	11.87
L14	N00°01'43"W	82.11	L39	S89°34'38"E	26.07	L64	N00°01'43"W	11.87
L15	S89°34'38"E	50.00	L40	N89°34'38"E	16.33	L65	N00°01'43"W	11.87
L16	N00°01'43"W	82.11	L41	S89°34'38"E	26.07	L66	N00°01'43"W	11.87
L17	S89°34'38"E	50.00	L42	N89°34'38"E	16.33	L67	N00°01'43"W	11.87
L18	N00°01'43"W	82.11	L43	S89°34'38"E	26.07	L68	N00°01'43"W	11.87
L19	S89°34'38"E	50.00	L44	N89°34'38"E	16.33	L69	N00°01'43"W	11.87
L20	N00°01'43"W	82.11	L45	S89°34'38"E	26.07	L70	N00°01'43"W	11.87
L21	S89°34'38"E	50.00	L46	N89°34'38"E	16.33	L71	N00°01'43"W	11.87
L22	N00°01'43"W	82.11	L47	S89°34'38"E	26.07	L72	N00°01'43"W	11.87
L23	S89°34'38"E	50.00	L48	N89°34'38"E	16.33	L73	N00°01'43"W	11.87
L24	N00°01'43"W	82.11	L49	S89°34'38"E	26.07	L74	N00°01'43"W	11.87
L25	S89°34'38"E	50.00	L50	N89°34'38"E	16.33	L75	N00°01'43"W	11.87

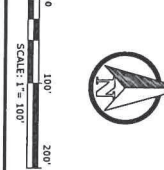
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	47.12	30.00	96°00'00"	S44°39'38"E	42.43
C2	110.27	500.00	12°41'37"	S06°45'37"E	110.55
C3	106.84	500.00	12°35'41"	S06°47'35"E	106.66



**ARDURA**  
COLLABORATE. INNOVATE. CREATE.

4921 Memorial Highway  
One Memorial Center, Suite 100  
Tampa, Florida 33634  
Phone: (813) 880-8881  
www.ardura.com  
License #2610



SEE NOTE #7 ON SHEET 2  
CONCERNING WCA/OSW AREAS  
SEE SHEET 2 OF 4 FOR KEY MAP  
SEE SHEET 2 OF 4 FOR LEGEND

**SHEET 3 of 4**

# SUDDATH INDUSTRIAL PARK

BEING A PORTION OF SECTION 27, TOWNSHIP 29 SOUTH, RANGE 19 EAST,  
HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK PAGE

**ARDURA**  
COLLABORATE. INNOVATE. CREATE.

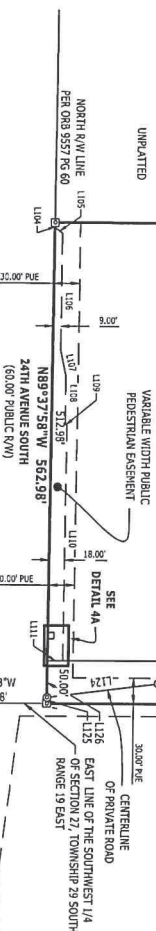
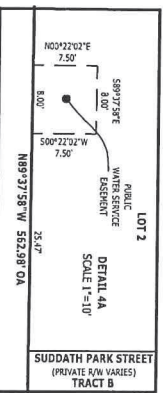
4921 Memorial Highway  
One Memorial Center, Suite 100  
Tampa, Florida 33634  
Phone: (813) 880-8881  
www.ardura.com  
License #2610



0 100' 200'  
SCALE: 1" = 100'

SHEET 4 of 4

SEE NOTE #7 ON SHEET 2  
CONCERNING WCA/OSW AREAS  
SEE SHEET 2 OF 4 FOR KEY MAP  
SEE SHEET 2 OF 4 FOR LEGEND



LINE	BEARING	DISTANCE
L1	S89°53'57"W	22.29'
L2	S55°31'35"W	82.79'
L3	S50°00'01"E	116.89'
L4	S32°41'17"E	122.07'
L5	S01°10'17"E	35.18'
L6	S01°55'06"W	69.10'
L7	S00°40'07"E	31.13'
L8	N89°04'04"W	22.2'
L9	N06°54'48"W	42.85'
L10	N02°05'33"W	36.40'
L11	N01°03'10"W	33.12'
L12	N08°17'24"E	35.86'
L13	N16°03'48"W	35.19'
L14	N07°06'10"W	31.99'
L15	N01°11'11"E	33.84'
L16	N77°45'37"E	65.27'
L17	N62°40'07"W	55.68'
L18	N62°40'07"W	61.29'
L19	N34°30'21"W	48.62'
L20	S71°05'27"W	35.66'
L21	S71°05'27"W	44.69'

LINE	BEARING	DISTANCE
L22	N07°29'45"W	21.14'
L23	S89°12'11"W	38.28'
L24	S52°44'04"W	21.27'
L25	S04°29'46"W	38.36'
L26	N03°09'41"W	3.14'
L27	S02°20'30"W	31.26'
L28	N54°43'19"W	4.14'
L29	N07°49'33"W	41.27'
L30	S64°51'44"W	3.87'
L31	S89°37'58"E	5.89'
L32	N07°19'17"E	11.82'
L33	S89°37'58"E	138.86'
L34	N07°15'37"E	20.89'
L35	S04°45'53"W	36.12'
L36	S04°45'53"W	57.18'
L37	N00°19'16"E	536.58'
L38	S04°45'53"W	275.88'
L39	S04°45'53"W	18.06'
L40	N75°20'30"W	48.89'

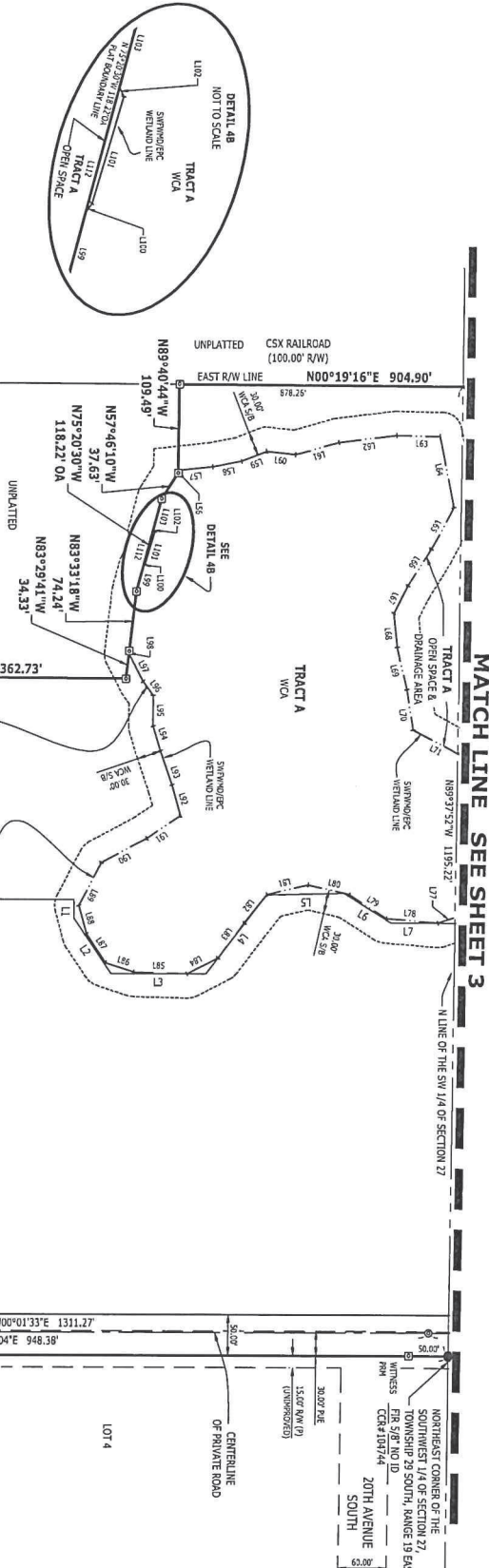
LINE	BEARING	DISTANCE
L41	S01°19'04"W	65.10'
L42	S10°07'07"W	77.11'
L43	S55°15'35"W	42.80'
L44	S04°45'53"W	36.12'
L45	N62°40'07"W	55.68'
L46	N62°40'07"W	61.29'
L47	N34°30'21"W	48.62'
L48	S71°05'27"W	35.66'
L49	S71°05'27"W	44.69'

LINE	BEARING	DISTANCE
L50	S01°19'04"W	65.10'
L51	S10°07'07"W	77.11'
L52	S55°15'35"W	42.80'
L53	S04°45'53"W	36.12'
L54	N62°40'07"W	55.68'
L55	N62°40'07"W	61.29'
L56	N34°30'21"W	48.62'
L57	S71°05'27"W	35.66'
L58	S71°05'27"W	44.69'

LINE	BEARING	DISTANCE
L59	S01°19'04"W	65.10'
L60	S10°07'07"W	77.11'
L61	S55°15'35"W	42.80'
L62	S04°45'53"W	36.12'
L63	N62°40'07"W	55.68'
L64	N62°40'07"W	61.29'
L65	N34°30'21"W	48.62'
L66	S71°05'27"W	35.66'
L67	S71°05'27"W	44.69'







Ardurra Group, Inc.  
4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634

### Surveyor's Certificate:

I, Robert B. Curtis, hereby certify that I am associated with the firm of Ardurra Group, Inc., which has been retained by Suddath Properties of Tampa, LLC. I further certify that I have been functioning as the surveyor for the platting of Suddath Industrial Park, as recorded in Plat Book \_\_, Pages \_\_ through \_\_ of the Public Records of Hillsborough County, Florida. I further certify that the Permanent Control Points shown on the above referenced plat have been set as required by the subdivision regulations on or prior to March 10, 2025.

Signed and sealed this 12th day of March, 2025.

Ardurra Group, Inc.  
Certificate of Authorization LB 2610

Robert B. Curtis, PSM  
Professional Surveyor and Mapper, LS6051

