

**SUBJECT:** Brookside Phase 4A fka Sherwood Ph 4A **PI#5571**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 12, 2023  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

Accept the plat for recording for Brookside Phase 4A fka Sherwood Ph 4A, located in Section 16, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater 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 Bond in the amount of \$5,870,881.20, a Warranty Bond in the amount of \$469,670.50 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$14,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved based on a Developer Agreement and a payment of \$980,893 was made on April 28, 2023.

**BACKGROUND:**

On October 28, 2022, Permission to Construct Prior to Platting was issued for Brookside Phase 4A fka Sherwood Ph 4A. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is D.R. Horton, Inc. and the engineer is Ardurra.

# 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 D.R. Horton, Inc., 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 Brookside Phase 4A (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, water main/services, stormwater drainage systems, sanitary gravity sewer system, sidewalks within 16th Ave right-of-way.

(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 800158673 dated, \_\_\_\_\_ August 4, 2023 with D.R. Horton, Inc. \_\_\_\_\_ as Principal, and Atlantic Specialty Insurance Company \_\_\_\_\_ as Surety, or  
A Warranty Bond, number 800158674 dated, \_\_\_\_\_ August 4, 2023 with D.R. Horton, Inc. \_\_\_\_\_ as Principal, and Atlantic Specialty Insurance Company \_\_\_\_\_ as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of 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:

Shelby Anderson  
Witness Signature

Shelby Anderson  
Printed Name of Witness

Brian Jank  
Witness Signature

Brian Jank  
Printed Name of Witness

Subdivider:

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

Frank Messina  
Name (typed, printed or stamped)

City Manager  
Title

3501 Riga Blvd., Suite 100, Tampa, Florida 33619  
Address of Signer

813-467-2031  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

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

**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
8th day of August, 2023, by Frank Messina as  
(day) (month) (year) (name of person acknowledging)  
City Manager for D.R. Horton, Inc.  
(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

Michelle M Guerrier  
(Signature of Notary Public - State of Florida)

Type of Identification Produced



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

GG 985525 05/06/2024  
(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 D.R. Horton, Inc.  
called the Principal, and Atlantic Specialty Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Five Million Eight Hundred Seventy Thousand Eight Hundred Eighty One and 20/100 (\$ 5,870,881.20 ) 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 Brookside Phase 4A 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 Brookside Phase 4A 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 October 12, 2024.

SIGNED, SEALED AND DATED this 4th day of August, 2023.

ATTEST:

Michelle Guerner  
Michelle Guerner

D.R. Horton, Inc.

By [Signature]  
Principal Seal  
Frank Messina, City Manager

Atlantic Specialty Insurance Company

Surety

ATTEST:

[Signature]  
Bryan Caneschi

By [Signature]  
Attorney-In-Fact Seal  
Noah William Pierce



APPROVED BY THE COUNTY ATTORNEY

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





# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Noah William Pierce, Jennifer B. Gullett, Caroline K. Lamarre Berton**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

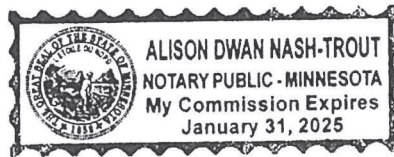
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of August, 2023.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary



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 October 12, 2026

SIGNED, SEALED AND DATED this 4th day of August, 2023.

ATTEST: Michelle Colver  
Michelle Colver  
D.R. Horton, Inc.



Principal Signature Frank Messina, City Manager  
Atlantic Specialty Insurance Company

(Seal)



Surety Signature

Noah William Pierce, Attorney In-Fact



ATTEST:

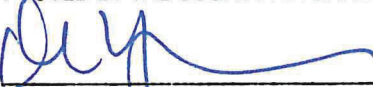


Attorney in fact Signature

Bryan Caneschi, Witness

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Noah William Pierce, Jennifer B. Gullett, Caroline K. Lamarre Berton**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

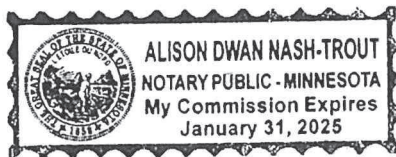
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of August, 2023.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between D.R. Horton, Inc., 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 Brookside Phase 4A (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 twenty-four (<sup>24</sup>) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 9435540 dated, \_\_\_\_\_ August 4, 2023 with D.R. Horton, Inc. \_\_\_\_\_ as Principal, and Fidelity and Deposit Company of Maryland \_\_\_\_\_ as Surety, or
  - c. Escrow ageement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing

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

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

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

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

ATTEST:

Shelby Anderson  
Witness Signature

Shelby Anderson  
Printed Name of Witness

Brian Jandt  
Witness Signature

BRIAN JANDT  
Printed Name of Witness

Subdivider:

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

Frank Messina  
Name (typed, printed or stamped)

City Manager  
Title

3501 Riga Blvd., Suite 100, Tampa, Florida 33619  
Address of Signer

813-467-2031  
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  
[Signature]  
BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
8th day of August, 2023, by Frank Messina as  
(day) (month) (year) (name of person acknowledging)  
City Manager for D.R. Horton, Inc.  
(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

Michelle M Guerrier  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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



GG 985525 05/06/2024  
(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 FOR LOT CORNER PLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we D.R. Horton, Inc.

\_\_\_\_\_ called the Principal, and Fidelity and Deposit Company of Maryland

\_\_\_\_\_ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Fourteen Thousand Eight hundred Seventy Five and 00/100 (\$ 14,875.00) Dollars for the payment of which sum,

well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, pursuant to these subdivision regulations a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Brookside Phase 4A are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Brookside Phase 4A subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 12, 2025.

SIGNED, SEALED AND DATED this 4th day of August, 2023.

ATTEST:

Michelle Guerner  
Michelle Guerner

D.R. Horton, Inc.

BY:

Frank Messina  
PRINCIPAL (SEAL)  
Frank Messina, City Manager

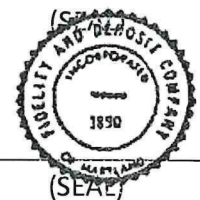
Fidelity and Deposit Company of Maryland

SURETY

ATTEST:

Bryan Caneschi  
Bryan Caneschi

Noah William Pierce  
ATTORNEY-IN-FACT  
Noah William Pierce



APPROVED BY THE COUNTY ATTORNEY

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT**, all of Charlotte, North Carolina, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of August, A.D. 2019.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
*Assistant Secretary*  
*Dawn E. Brown*

  
*Vice President*  
*Robert D. Murray*

**State of Maryland**  
County of Baltimore

On this 16th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of August, 2023.



*Brian M. Hodges*

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**BROOKSIDE PHASE 4A**  
**BEING A REPLAT OF LOTS 341, 342, 343, AND 344, RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63,**  
**PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,**  
**SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA**

PLAT BOOK PAGE

**DESCRIPTION:**  
 LOT 341, 342, 343, AND LOT 344, RUSKIN COLONY FARMS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 63, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,  
 CONTAINING 27.239 ACRES, MORE OR LESS

**DEDICATION:**  
 THE UNDERSIGNED, AS THE OWNERS OF THE LANDS PLATTED HEREON DO HEREBY DEDICATE THIS PLAT OF BROOKSIDE PHASE 4A FOR RECORD, FURTHER, THE OWNERS DOES HEREBY STIPULATE AND AGREE TO MAKE THE FOLLOWING DEDICATIONS AND RESERVATIONS, EACH AS THEIR INTERESTS APPEAR:  
 OWNERS HEREBY DEDICATE TO HILLSBOROUGH COUNTY, FLORIDA (THE COUNTY) AND THE PUBLIC IN GENERAL FOR PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC."  
 OWNERS HEREBY DEDICATE TO HILLSBOROUGH COUNTY, FLORIDA (THE COUNTY) AND THE PUBLIC IN GENERAL FOR PUBLIC USE ADDITIONAL VARIABLE WIDTH PUBLIC RIGHT-OF-WAY FOR 12TH STREET SE, 15TH STREET SE, 14TH AVENUE SE AND 18TH AVENUE SE AS DEPICTED HEREON.  
 OWNERS HEREBY DEDICATE TO THE PUBLIC USE ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.  
 OWNERS HEREBY DEDICATE TO HILLSBOROUGH COUNTY THE TITLE TO TRACT 15 TO BE OWNED AND MAINTAINED BY HILLSBOROUGH COUNTY FOR THE BENEFIT OF THE PUBLIC AS A SANITARY SEWER LIFT STATION SITE.  
 OWNERS HEREBY RESERVE FEE TITLE IN AND TO TRACTS A, B, C, D, E, AND F FOR CONVEYANCE TO THE HOMEOWNERS ASSOCIATION ("HOA"), SHERWOOD MANOR COMMUNITY SUBDIVISION, INC., OR OTHER CUSTOMER, ON OTHER CUSTOMER AND MAINTENANCE ENTRY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. SUCH TRACTS ARE HEREBY MADE SUBJECT TO ANY AND ALL EASEMENTS EXPRESSLY DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT AS APPLICABLE TO SUCH TRACT FOR THE PURPOSES SO STATED.  
 OWNERS HEREBY RESERVE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS AND UNDER ALL AREAS DESIGNATED AS "PUBLIC DRAINAGE EASEMENTS" AS SHOWN HEREON FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING DRAINAGE LINES, SWALES, RETENTION AND DETENTION, AND OTHER DRAINAGE FACILITIES. ALL SUCH EASEMENTS SHALL BE SUBJECT TO ALL PUBLIC EASEMENTS SHOWN HEREON.

**OWNER:**  
 D.R. HORTON, INC., A DELAWARE CORPORATION

SIGN \_\_\_\_\_ WITNESS \_\_\_\_\_  
 AME HIZE, VICE PRESIDENT (PRINT NAME) (PRINT NAME)

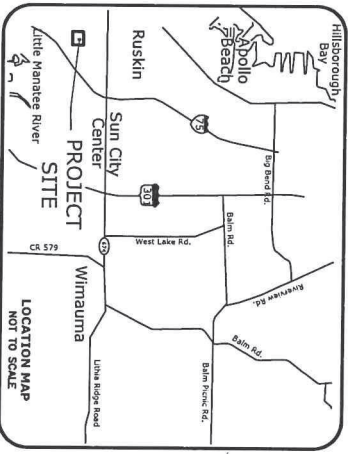
**ACKNOWLEDGMENT:**  
 STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY AME HIZE AS VICE PRESIDENT, ON BEHALF OF D.R. HORTON, INC., A DELAWARE CORPORATION, WHO PERSONALLY APPEARED BEFORE ME BY  PHYSICAL PRESENCE, OR  ONLINE NOTARIZATION, AND WHO IS  PERSONALLY KNOWN TO ME, OR  WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

**NOTARY PUBLIC, STATE OF FLORIDA AT LARGE**  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 COMMISSION NUMBER: \_\_\_\_\_



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 License #2610



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

BY \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, THE \_\_\_\_\_  
 CLERK OF CIRCUIT COURT  
 BY \_\_\_\_\_ CLERK FILE NUMBER \_\_\_\_\_  
 DEPUTY CLERK

**BOARD OF COUNTY COMMISSIONERS:**  
 THIS PLAT HAS BEEN APPROVED FOR RECORATION.

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

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

REVIEWED BY: \_\_\_\_\_  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_

**SURVEY CERTIFICATE:**  
 I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND BEING SURVEYED AND SUBDIVIDED, THAT THIS PLAT WAS PREPARED UNDER THE REQUIREMENTS OF THIS PLAT, COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY DEVELOPMENT CODE, THAT PERMANENT REFERENCE MONUMENTS (PRM(S)) WERE SET ON THE 18TH DAY OF APRIL, 2023, AS SHOWN ON THIS PLAT, AND THAT PERMANENT CONTROL POINTS (PCP(S)) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTES OR IN ACCORDANCE WITH CONDITIONS OF BIDDING.

ROBERT B. CURTIS  
 PROFESSIONAL SURVEYOR & MAPPER  
 STATE OF FLORIDA, #8051  
 ONE MEMORIAL CENTER, SUITE 300  
 TAMPA, FLORIDA 33634  
 187610

SEE SHEET 2 OF 6 FOR KEY MAP  
 SEE SHEET 2 OF 6 FOR LEGEND  
**SHEET 1 OF 6**



# BROOKSIDE PHASE 4A

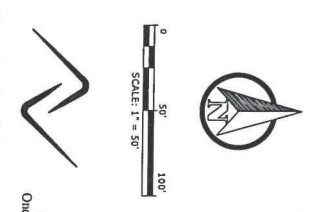
BEING A REPLAT OF LOTS 341, 342, 343, AND 344, RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63,  
PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,  
SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK PAGE

NW CORNER OF SECTION 16  
SW CORNER OF SECTION 9  
AND SE CORNER OF SECTION 8  
FR 8/9' 1544521  
CCR # 113109

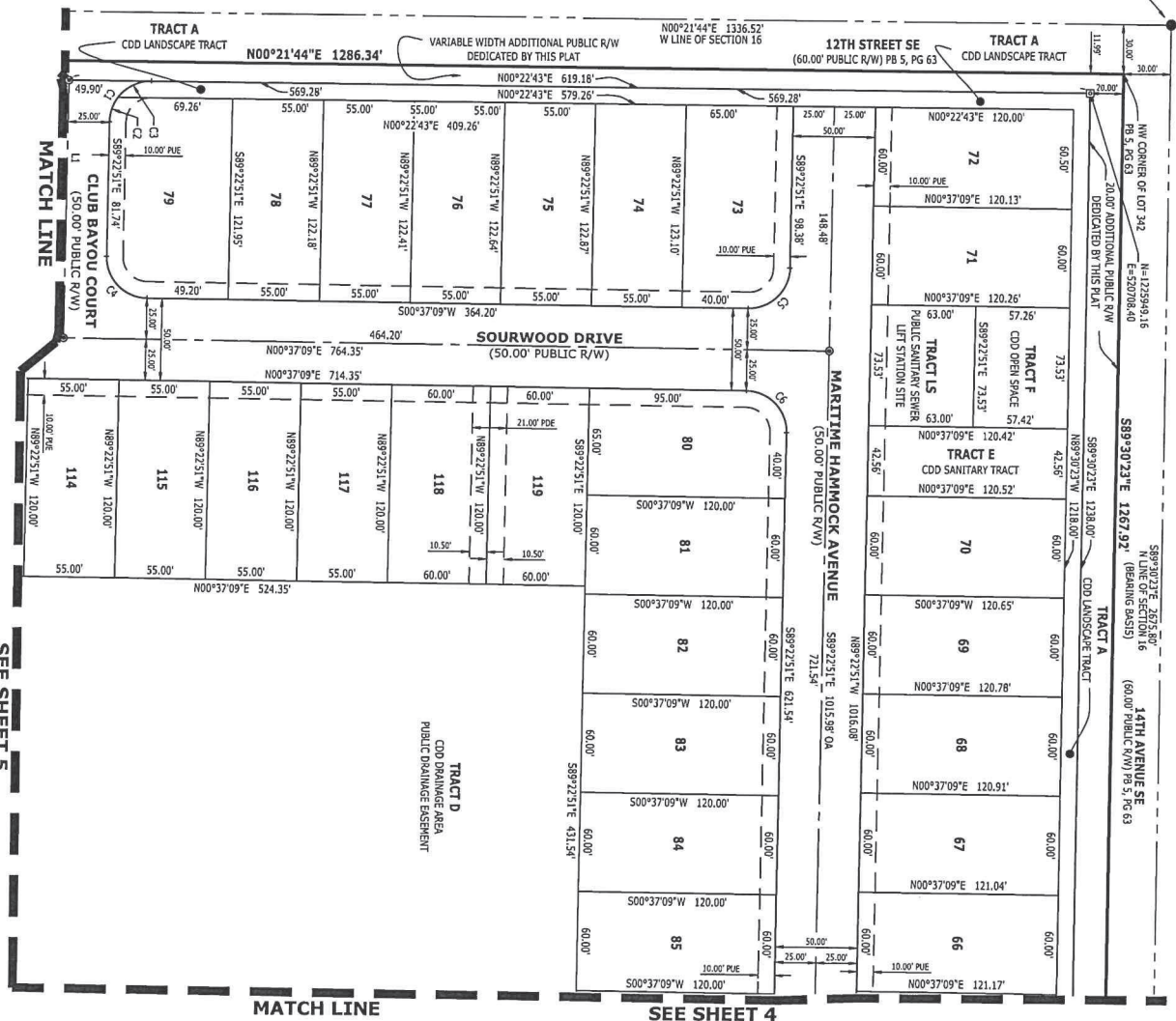
DATE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	38.16'	25.00'	89°45'34"	S44°20'01"E	35.38'
C2	22.88'	25.00'	57°07'46"	S71°03'58"E	15.21'
C3	38.27'	25.00'	90°00'00"	N48°23'51"W	35.36'
C4	38.27'	25.00'	90°00'00"	N48°23'51"W	35.36'
C5	38.27'	25.00'	90°00'00"	N48°23'51"W	35.36'
C6	38.27'	25.00'	90°00'00"	S48°23'51"W	35.36'

LINE	BEARING	DISTANCE
L1	S89°22'51"E	156.53'



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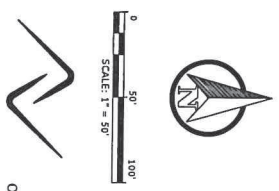
SEE SHEET 2 OF 6 FOR KEY MAP  
SEE SHEET 2 OF 6 FOR LEGEND  
**SHEET 3 OF 6**

BEING A REPLAT OF LOTS 341, 342, 343, AND 344, RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63,  
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SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

**BROOKSIDE PHASE 4A**

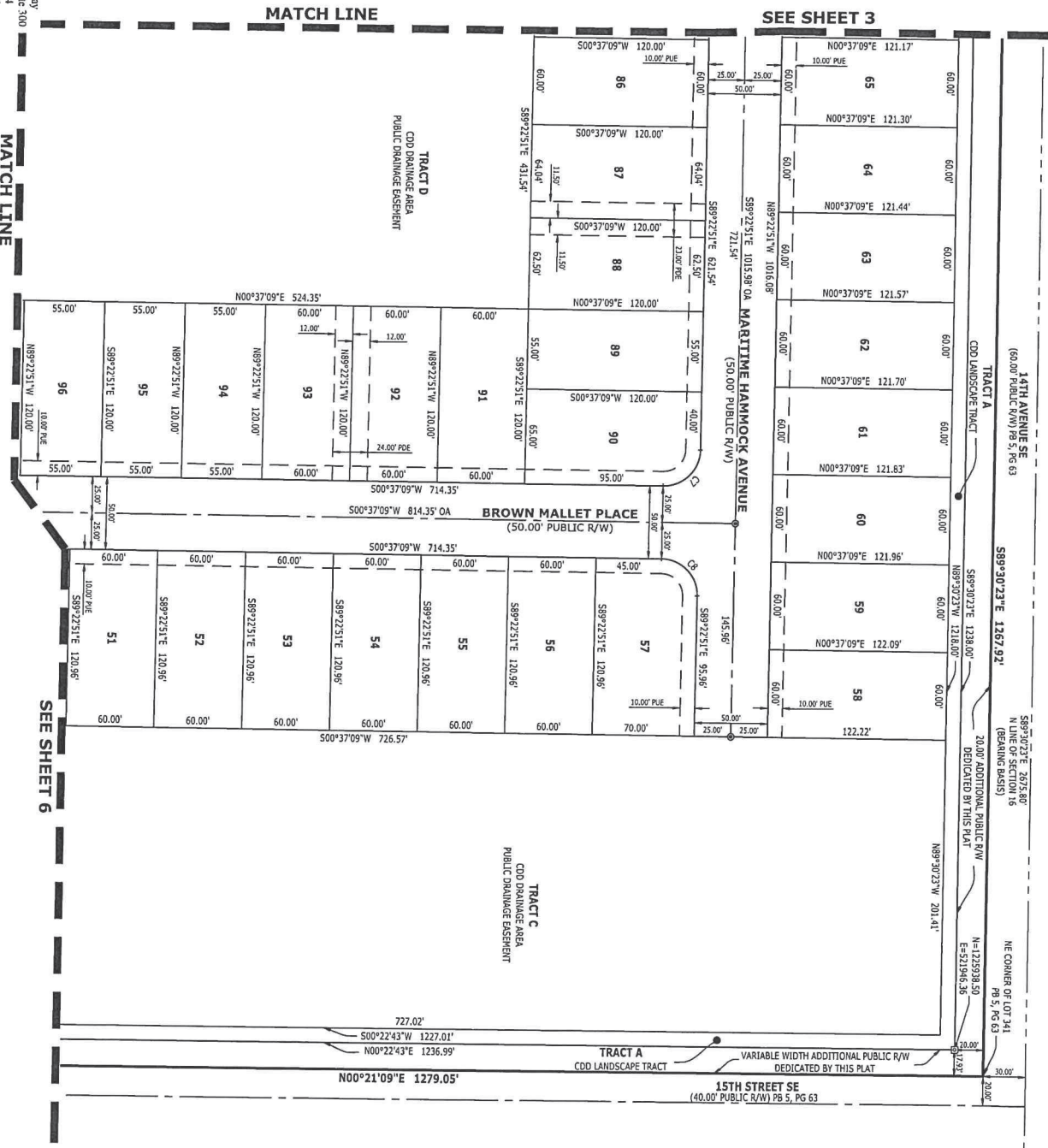
PLAT BOOK PAGE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	39.27'	25.00'	90°00'00"	N44°23'31"W	35.58'
C2	39.27'	25.00'	90°00'00"	S45°37'09"W	35.58'



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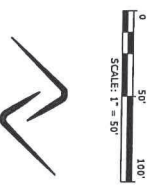
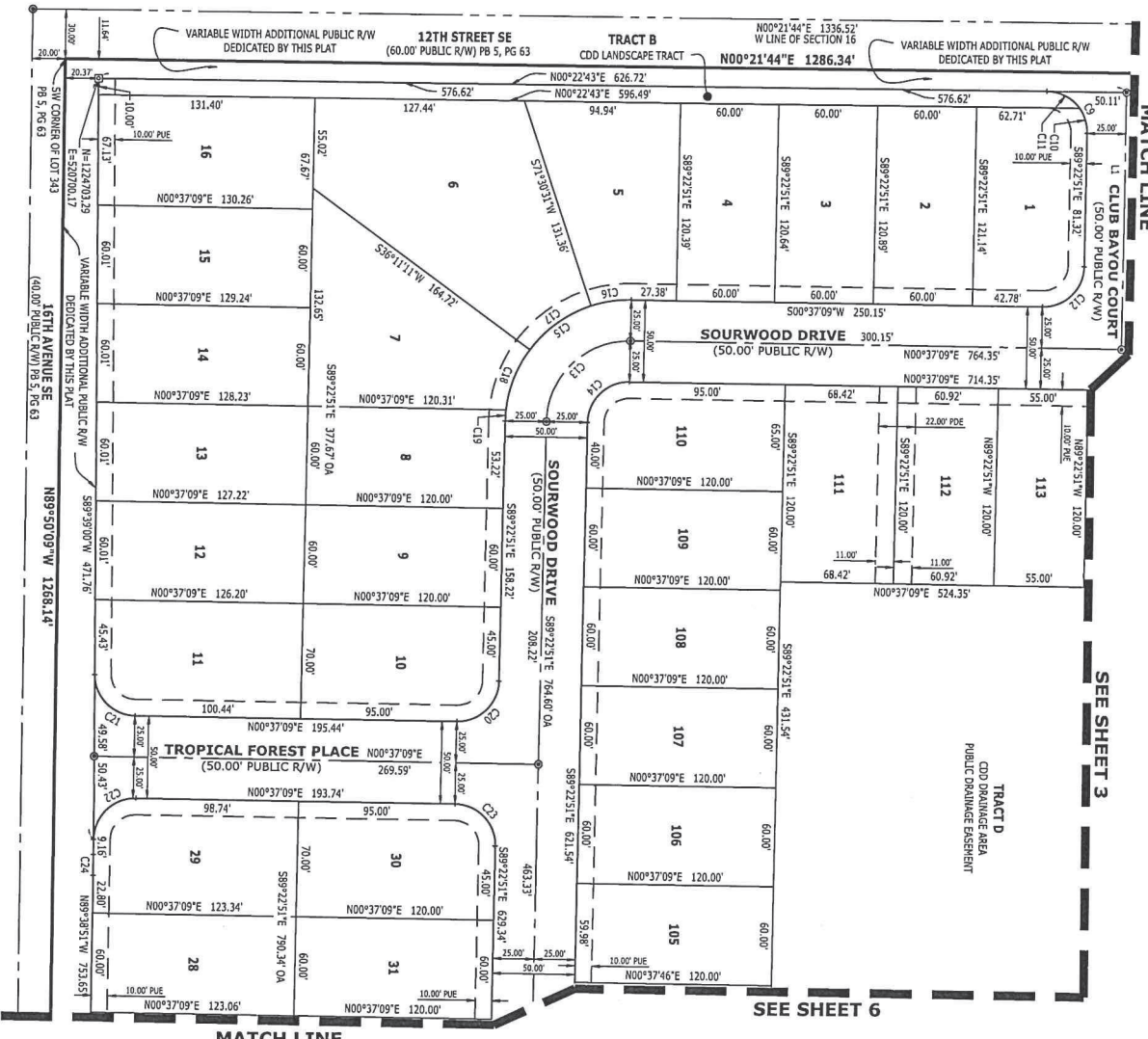
SEE SHEET 2 OF 6 FOR KEY MAP  
SEE SHEET 2 OF 6 FOR LEGEND  
**SHEET 4 OF 6**



**BROOKSIDE PHASE 4A**  
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 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,  
 SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK PAGE

CURVE TABLE				LINE TABLE	
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	39.27	25.00	90°14'24"	S49°29'50"W	35.47
C2	16.19	25.00	27°06'37"	S72°03'50"W	15.91
C3	22.18	25.00	53°07'48"	S78°58'37"W	22.95
C4	39.27	25.00	90°00'00"	N44°02'51"W	35.36
C5	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C6	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C7	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C8	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C9	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C10	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C11	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C12	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C13	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C14	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C15	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C16	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C17	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C18	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C19	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C20	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C21	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C22	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C23	39.27	25.00	90°00'00"	S44°23'51"E	35.36
C24	12.67	100.00	0°42'09"	N89°35'51"W	12.67



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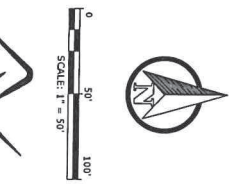
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SEE SHEET 2 OF 6 FOR KEY MAP  
 SEE SHEET 2 OF 6 FOR LEGEND  
**SHEET 5 OF 6**

**BROOKSIDE PHASE 4A**  
 BEING A REPLAT OF LOTS 341, 342, 343, AND 344, RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63,  
 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,  
 SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

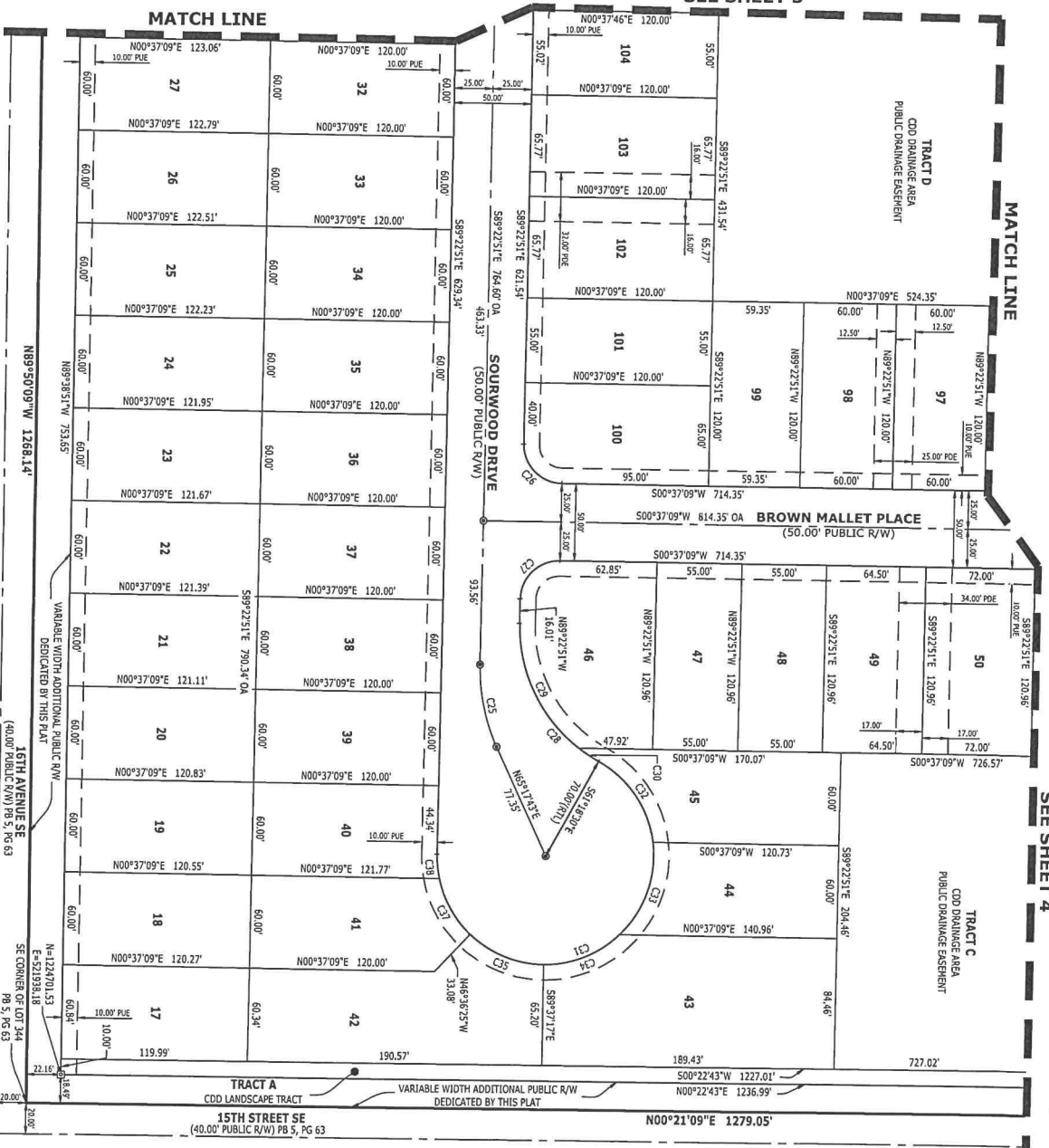
PLAT  
 BOOK PAGE

CHAVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C15	54.81'	124.00'	251.92°	N75°37'08"E	54.85'
C16	35.27'	25.00'	99°00'00"	N45°37'09"E	35.38'
C17	35.27'	25.00'	99°00'00"	S44°32'51"E	35.38'
C18	108.08'	108.00'	61°55'37"	N69°37'19"E	102.89'
C19	92.64'	100.00'	57°04'45"	N64°05'46"E	88.34'
C20	15.44'	100.00'	8°59'54"	N39°05'56"E	15.43'
C21	285.52'	70.00'	341°15'37"	N40°09'04"W	120.05'
C22	65.57'	70.00'	53°40'17"	S55°31'39"W	63.07'
C23	65.70'	70.00'	53°46'47"	N72°44'54"W	63.12'
C24	54.05'	70.00'	44°14'13"	N21°43'28"W	50.21'
C25	52.55'	70.00'	43°08'32"	N41°53'09"E	51.13'
C27	41.80'	70.00'	34°17'49"	N60°32'29"E	41.28'
C28	15.80'	70.00'	12°55'45"	N64°09'19"E	15.76'



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SEE SHEET 2 OF 6 FOR KEY MAP  
 SEE SHEET 2 OF 6 FOR LEGEND  
**SHEET 6 OF 6**



**Hillsborough County**  
**PUBLIC SCHOOLS**  
 Preparing Students for Life

**FINAL - Certificate of School Concurrency**

<b>Project Name</b>	Sherwood Phase 4A
<b>Jurisdiction</b>	Hillsborough County
<b>Jurisdiction Project ID Number</b>	5475
<b>HCPS Project ID Number</b>	SC-757
<b>Parcel / Folio Number(s)</b>	055601.0000; 055602.0000; 055604.0000
<b>Project Location</b>	14 Ave. SE and 12 St. SE, Ruskin
<b>Dwelling Units &amp; Type</b>	119 Single-Family, Detached
<b>Applicant</b>	Spencer Farms, Inc.

<b>School Concurrency Analysis</b>				
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	23	11	17	51

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle and high school Concurrency Service Areas (CSA's) serving this site and the adjacent middle and high school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (DA 22-0803), the terms of which were approved by the School Board on March 22, 2022, and the Hillsborough County BOCC on August 17, 2022. The Applicant contributed funds on April 28, 2023, in the amount of \$980,893 thereby satisfying the requirement to construct 11 middle and 17 high school seats to accommodate the proposed development as more particularly described therein.

*Lori Belangia*

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 Growth Management Department  
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May 1, 2023  
 Date Issued