SUBJECT:	Ruskin Reserve North PI#6513
DEPARTMENT:	Development Review Division of Development Services Department
SECTION:	Project Review & Processing
BOARD DATE:	September 10, 2024
CONTACT:	Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Ruskin Reserve North, located in Section 08, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Off-Site Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$625,862.23, a Warranty Bond in the amount of \$45,731.90 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 \$4,500.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for this project based on a Developer Agreement and a payment of \$145,722.00 was made on July 18, 2024.

BACKGROUND:

On March 21, 2024, Permission to Construct Prior to Platting was issued for Ruskin Reserve North, after construction plan review was completed on January 2, 2024. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Jdg Ruskin Reserve, LLC and the engineer is Tampa Civil Design.

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

This Agreement made and entered into this ____ day of _____, 2024 by and between Jdg Ruskin Reserve, LLC _____, hereinafter referred to as the "Subdivider" and

Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

<u>Witnesseth</u>

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>Ruskin Reserve - North</u>

_____ (hereafter, the "Subdivision"); and

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

WHEREAS, the off-site improvements required by the LDC in 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 Services Department drawings, plans, specifications and other information relating to the construction of off-site roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way, 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 improvements; and

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

Roads/Streets	Water Mains/Services	Stormwater Drainage Systems
Sanitary Gravity Sewer Systems	Sanitary Sewer Distribution System	Bridges
Reclaimed Water Mains/Services	Sidewalks	
Other:		; and

WHEREAS, the County required the Subdivider to warranty the aforementioned off-site 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 required 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 off-site improvements, the Subdivider and the 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 all off-site improvements required in connection with development of the Subdivision within Six (⁶) 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, to be built and constructed in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all off-site improvement facilities required for the construction of 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 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 instruments providing a warranty of the obligations described in paragraph 2 and 3 above, specifically identified as:

 - c. Cashier/Certified Check, number _____, dated _____, 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 are attached hereto and by reference made a part hereof.

- 5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the off-site improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's 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 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 reconstruction 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 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 improvement facilities for maintenance upon proper completion, approval by the County's 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. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of the final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warrany instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

gan ter

Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

By: _

CINDY STUART Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By:

Chair

APPROVED BY THE COUNTY ATTORNEY BY

Approved As To Form And Legal Sufficiency.

Subdivider:



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

Anand Jobalia

Name (typed, printed or stamped)

Title

444 Seabreeze Blvd, Suite 805, Daytona Beach, FL 32118

Address of Signer

386-310-4948

Phone Number of Signer

06/2021

Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH Volusia

The foregoing instrument was acknowledged before	mehume	ans of A physical processor or D o	unling notarization this				
(day) (month)	LUCC	t, by Anand Job (name of person ackr	ana as				
Manager fo	(year)	- Ruskin Reserve, L					
(type of authority,e.g. officer, trustee, attorney in fact)		e of party on behalf of whom instrument wa					
(type of authority,e.g. officer, trustee, attorney in fact)	(nume of party of benañ of whom mat ument was executed)						
Personally Known OR 🗌 Produced Identifica	tion	(Signature of Notary Publi	c - State of Florida)				
		(o otale of Horizo,				
Type of Identification Produced							
PAM CLIFTON Commission # HH 248005		(Print, Type, or Stamp Commiss	ioned Name of Notary Public)				
Expires May 13, 2026	R						
(Notary Seal)	ana I	(Commission Number)	(Expiration Date)				
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH							
The foregoing instrument was acknowledged before	me by mea	ans of 🗌 physical presence or 🔲 o	nline notarization, this				
day of		, by					
(day) (month)	(year)	(name of person ackn	owledging)				
Personally Known OR Produced Identificat	ion _						
		(Signature of Notary Public	- State of Florida)				
Type of Identification Produced							
type of identification Produced	-	(Print, Type, or Stamp Commissi	anad Nama of Natary Bublic)				
		(rint, type, or stamp commissi	oned Name of Notary Public)				
(Notary Seal)		(Commission Number)	(Expiration Date)				

BOND NUMBER: 101179106 SUBDIVISION PERFORMANCE BOND - OFF-SITE

KNOW ALL MEN BY THESE PRESENTS, That we Jdg Ruskin Reserve, LLC

	_called the	e Princip	oal, and ME	RCHAN	TS NATIO	ONAL E	BONDING, INC.
	_called	the	Surety,	are	held	and	firmly
bound unto the BOARD OF COUNTY COMMISSIONERS	OF HILLSE	BOROUG	H COUNT	Y, FLO	RIDA, ir	n the	sum of
Six Hundred Twenty Five Thousand Eight Hundred Sixty-Two & 23/10	<u>)0 (\$ 625,80</u>	62.23	_) Dollars	for th	ne paym	nent o	f which
sum, well and truly to be made, we bind ourselves, our he	irs, execut	tors, adr	ninistrator	s, and	successo	ors, joi	ntly and
severally, firmly by these presents.							

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development 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 regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, these regulations require the construction of off-site improvements in connection with the platting of a 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, 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 in connection with the platting of the Ruskin Reserve - North

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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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

1 of 2

BOND NUMBER: 101179106

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

A. If the Principal shall well and truly build, construct, and install in connection with the platted area known as **Ruskin Reserve - North** subdivision all grading, paving, curbing of streets, alleys or other rights-of-way, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in connection with the platted area 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 Six (6) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and

Β. 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 April 10, 2025

15TH JULY 24 day of SIGNED, SEALED AND DATED this 20 ATTEST: JDG RUSKIN RESERVE, LLC **Principal Signature** Sea MERCHANTS NATIONAL BONDING, INC Sui ety Signature (Seal) KIM E NIV

ATTEST:

Attorney-in-fact Signature

SONJA AMANDA FLOREE HARRIS

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY Approved As To Form And Legal Sufficiency.



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

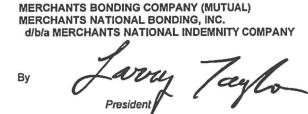
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

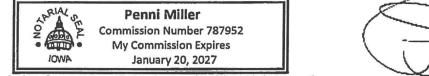
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

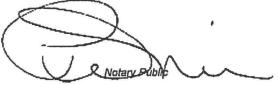




STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





(Expiration of notary's commission does not invalidate this instrument)

2003

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15TH day of JULY 2024

1933 Secretary

BOND NUMBER: 101179105 SUBDIVISION WARRANTY BOND - OFF-SITE

KNOW ALL MEN BY THESE PRESENTS, that we Jdg Ruskin Reserve, LLC

					called the	Principal	, and ME	RCHAN	ITS NATI	ONAL BO	NDING	INC.
					called the	Surety,	are hel	d and	firmly	bound	unto	the
BOARD	OF	COUNTY	COMMISSIONERS	OF	HILLSBOROUGH	COUNT	Y, FLO	ORIDA	, in	the	sum	of
Forty	-Five 1	Thousand Sev	en Hundred Thirty One	& 90/1	(\$ <u>45,731</u> .	90)	Dollars	for	the pa	yment	of w	hich

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 land development 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 requested that the Board of County Commissioners of Hillsborough County accept the following off-site improvement facilities (off-site <u>Roads</u>, Water Main/Services, Stormwater & Sanitary Gravity Sewer ______, hereafter referred to as the "Off-Site Improvement Facilities") constructed in conjunction with the platted subdivision known as <u>Ruskin Reserve - North</u> (hereafter, the "Subdivision"); and

WHEREAS, the subdivision regulations require as a condition of acceptance of the aforementioned Off-Site Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting said Off-Site Improvement Facilities in an amount prescribed by said 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 Off-Site Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the Subdivision 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 April 10, 2027

15 TH July 24 SIGNED, SEALED AND DATED this dav of 20 ATTEST: JDG RUSKIN RESERVE, LLC **Principal Signature** (Seal) MERCHANTS NATIONAL BONDING COMPANY, INC. Surety Signature KIM E. NIV (Seal) ATTEST: Attorney-in-fact Signature (Seal)

SONJA AMANDA FLOREE HARRIS

APPROVED BY THE COUNTY ATTORNEY

BY Approved As To Form And Legal

2 of 2

Sufficiency.



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

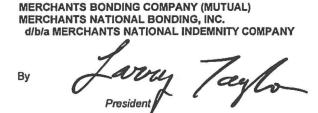
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .





STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15TH day of JULY 2024

2003 States 1933 Secretary

TAMPA CIVIL DESIGN

SITE DESIGN AND CIVIL ENGINEERING

RUSKIN NORTH

Engineers Estimate of Construction Costs

Description	TOTAL	<u>NOTES</u>
GENERAL CONDITIONS (MOBILIZATION, SURVEY, COMPLIANCE)	\$36,917.12	66% Complete
EARTHWORK	\$30,676.29	56% Complete
ROADS, CURB, TRAFFIC	\$236,007.84	6% Complete
STORM DRAINAGE	\$27,966.00	75% Complete
SANITARY SEWER	\$101,578.18	74% Complete
WATER DISTRIBUTION	\$22,170.32	78% Complete
CHANGE ORDER	\$45,374.03	84% Complete
TOTAL	\$500,689.78	

\$625,862.23

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

Jeremy Couch, P.E. Tampa Civil Design

TAMPA CIVIL DESIGN

SITE DESIGN AND CIVIL ENGINEERING

RUSKIN NORTH

Engineers Estimate of Construction Costs

For

Warrantied Construction Materials

Item N	o. <u>Description</u>	Quanity	<u>Unit</u>		<u>\$</u>		TOTAL
	OFFSITE ROAD IMPROVEMENTS						
1	1.5" ASPHALT, TYPE SP-9.5	541	SY	\$	21.76	\$	11,772.16
2	6" AGGREGATE BASE	541	SY	\$	19.18	\$	10,376.38
3	12" STABILIZED SUBGRADE (LBR 40)	855	SY	\$	9.15	\$	7,823.25
4	GUARDRAIL WITH END ANCHORS	196	LF	\$	122.15	\$	23,941.40
5	2" ASPHALT	65	SY	\$	21.38	\$	1,389.70
6	3' CONCRETE VALLEY GUTTER	75	LF	\$	34.00	\$	2,550.00
7	MIAMI CURB	241	LF	\$	25.84	\$	6,227.44
8	TYPE F CURB	248	LF	\$	25.84	\$	6,408.32
9	ADA RAMPS	2	EA	\$	1,420.94	\$	2,841.88
10	CURB TRANSITION	6	LF	\$	39.52	\$	237.12
11	DROP CURB	16	LF	\$	39.52	\$	632.32
12	4" SIDEWALK	8,127	SF	\$	6.60	\$	53,638.20
13	6" SIDEWALK	350	SF	\$	7.95	\$	2,782.50
14	12" STABILIZED SUBGRADE (98%) UNDER CONCRETE	942	SY	\$	3.83	\$	3,607.86
15	SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$	8,718.00	\$	8,718.00
	OFFSITE ROAD IMPROVEMENTS TOTAL			1	,	\$	142,946.53
AND DECEMBER AND						⁻	
	OFFSITE DRAINAGE IMPROVEMENTS			1			
1	RUBBLE RIP RAP	12	TON	\$	103.50	\$	1,242.00
2	18" CLASS III RCP	32	LF	\$	135.70	\$	4,342.40
3	24" CLASS III RCP	671	LF	\$	166.40	\$	111,654.40
4	18" MES	1	EA	\$	3,253.79	\$	3,253.79
5	24" MES	2	EA	\$	3,765.10	\$	7,530.20
6	6" UNDERDRAIN (ROADSIDE - GRANITE AGGREGATE)	196	LF	\$	36.02	\$	7,059.92
7	TYPE "1" CURB INLET	1	EA	\$	10,560.17	\$	10,560.17
8	FDOT DBI	4	EA	\$	7,585.40	\$	30,341.60
	OFFSITE DRAINAGE IMPROVEMENTS TOTAL				7,303.40	\$	175,984.48
				-		+	2,0,001110
	OFFSITE SANITARY IMPROVEMENTS						-
1	CONNECT TO EXISTING SANITARY MH	1	EA	\$	16,619.15	\$	16,619.15
3	08" PVC DR26 06'-08'	149	LF	\$	74.79	\$	11,143.71
4	08" PVC DR26 08'-10'	53	LF	\$	122.84	\$	6,510.52
5	4' MANHOLE 00'-06'	1	EA	\$	5,952.97	\$	5,952.97
6	4' MANHOLE 06'-08'	1	EA	\$	7,053.00		7,053.00
11	OPEN CUT ASPHALT	69	SY	\$	175.00	\$	12,075.00
12	OVERLAY ASPHALT	223	SY	\$	77.00	\$	17,171.00
	OFFSITE SANITARY IMPROVEMENTS TOTAL					\$	76,525.35
i.	· · · · · · · · · · · · · · · · · · ·						

TAMPA CIVIL DESIGN

SITE DESIGN AND CIVIL ENGINEERING

RUSKIN NORTH

Engineers Estimate of Construction Costs

For

Warrantied Construction Materials

Description	<u>Quanity</u>	<u>Unit</u>		\$		TOTAL
OFFSITE WATERMAIN IMPROVEMENTS						
CONNECT TO EXISTING 06" WATER	1	EA	\$	4,011.20	\$	4,011.20
02" POLY DR9	4	LF	\$	18.29	\$	73.16
06" DUCTILE IRON PIPE	220	LF	\$	79.75	\$	17,545.00
FIRE HYDRANT ASSEMBLY	1	EA	\$	10,143.48	\$	10,143.48
06" MJ GATE VALVE AND BOX	9	EA	\$	2,794.40	\$	25,149.60
16" STEEL CASING	46	LF	\$	218.00	\$	10,028.00
06" X 02" TEE	1	EA	\$	579.62	\$	579.62
06" MJ BEND 45 DEG	6	EA	\$	509.49	\$	3,056.94
BLOW OFF (2")	1	EA	\$	3,047.77	\$	3,047.77
OFFSITE WATERMAIN IMPROVEMENTS TOTAL					\$	73,634.77
SUBTOTAL - OFFSITE ROAD IMPROVEMENTS					\$	131,174.37
SUBTOTAL - OFFSITE DRAINAGE IMPROVEMENTS					\$	175,984.48
SUBTOTAL - OFFSITE SANITARY IMPROVEMENTS					\$	76,525.35
SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS					\$	73,634.77
TOTAL					\$	457,318.97
TOTAL WARRANTY BOND REQUIRED (10%)					\$	45,731.90
	OFFSITE WATERMAIN IMPROVEMENTS CONNECT TO EXISTING 06" WATER 02" POLY DR9 06" DUCTILE IRON PIPE FIRE HYDRANT ASSEMBLY 06" MJ GATE VALVE AND BOX 16" STEEL CASING 06" X 02" TEE 06" MJ BEND 45 DEG 3LOW OFF (2") OFFSITE WATERMAIN IMPROVEMENTS TOTAL SUBTOTAL - OFFSITE ROAD IMPROVEMENTS SUBTOTAL - OFFSITE DRAINAGE IMPROVEMENTS SUBTOTAL - OFFSITE SANITARY IMPROVEMENTS SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS TOTAL COTAL WARRANTY BOND REQUIRED (10%)	OFFSITE WATERMAIN IMPROVEMENTS CONNECT TO EXISTING 06" WATER 1 02" POLY DR9 4 06" DUCTILE IRON PIPE 220 FIRE HYDRANT ASSEMBLY 1 06" MJ GATE VALVE AND BOX 9 16" STEEL CASING 46 06" MJ BEND 45 DEG 6 3LOW OFF (2") 1 OFFSITE WATERMAIN IMPROVEMENTS TOTAL 1 SUBTOTAL - OFFSITE ROAD IMPROVEMENTS 1 SUBTOTAL - OFFSITE DRAINAGE IMPROVEMENTS 1 SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS 1 TOTAL 1 1 TOTAL 1 1	OFFSITE WATERMAIN IMPROVEMENTS	OFFSITE WATERMAIN IMPROVEMENTS I EA \$ CONNECT TO EXISTING 06" WATER 1 EA \$ D2" POLY DR9 4 LF \$ D6" DUCTILE IRON PIPE 220 LF \$ FIRE HYDRANT ASSEMBLY 1 EA \$ D6" MJ GATE VALVE AND BOX 9 EA \$ 16" STEEL CASING 46 LF \$ D6" MJ GATE VALVE AND BOX 9 EA \$ 16" STEEL CASING 46 LF \$ D6" MJ BEND 45 DEG 6 EA \$ D6" MJ BEND 45 DEG 6 EA \$ D6" MJ BEND 45 DEG 6 EA \$ BLOW OFF (2") 1 EA \$ OFFSITE WATERMAIN IMPROVEMENTS TOTAL I I SUBTOTAL - OFFSITE ROAD IMPROVEMENTS I I SUBTOTAL - OFFSITE VATERMAIN IMPROVEMENTS I I SUBTOTAL - OFFSITE VATERMAIN IMPROVEMENTS I I SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS I I SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS I I <td>OFFSITE WATERMAIN IMPROVEMENTSImage: Constraint of the second state of the second</td> <td>OFFSITE WATERMAIN IMPROVEMENTSImage: Constraint of the second state of the second</td>	OFFSITE WATERMAIN IMPROVEMENTSImage: Constraint of the second state of the second	OFFSITE WATERMAIN IMPROVEMENTSImage: Constraint of the second state of the second

Jeremy Couch, P.E. MILLIN Tampa Civil Design Contraction P D Contraction No. 7065E X PR(S 111111111

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SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this ____day of _____, 20<u>24</u>, by and between Jdg Ruskin Reserve, LLC _____, hereinafter referred to as the "Subdivider" and

Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

<u>Witnesseth</u>

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 Ruskin Reserve - North (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.
- The Subdivider agrees to well and truly build, construct and install in the Subdivision, within
 <u>Six</u>
 (⁶
) 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 101	79104 dated, July
	15th, 2024	with JDG Ruskin Reserve,
		as Principal, and <u>Merchants</u>
	National Banaling, JNC.	_ as Surety, or
c.	Escrow ageement, dated	, between,
		_and the County, or
с.	Cashier/Certified Check, number which shall be deposited by the Cou	

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:

Witness Signature

Printed Name of Witness

Witness Signature

er

Printed Name of Witness

Subdivider:

Bv

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

Anand Jobalia

Name (typed, printed or stamped)

Title

444 Seabreeze Blvd, Suite 805, Daytona Beach, FL 32118

Address of Signer

386-310-4948

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

By: _

CINDY STUART Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA

By: _

Chair

Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH VoLUSIA

The foregoing instrument was acknowledged	before me by m	eans of 🗹 physical presence or 🔲 onl	ine notarization, this
22rd day of July	2024	by Anand Joba	lia as
(day) (month)	(year)	(name of person acknow	/ledging)
Manager	for JDG	Rustin Reserve, LLC	×
(type of authority,e.g. officer, trustee, attorney in fact)		ne of party on behalf of whom instrument was ex	
Personally Known OR D Produced Ide	ntification (mmclittm	
		(Signature of Notary Public -	State of Florida)
Type of Identification Produced			
	and the second	(Print, Type, or Stamp Commission	ned Name of Notary Public)
PAM CLIFTON			and a contract of the second a second
Commission # HH 24800	15		
Notary Seal Expires May 13, 2026		(Commission Number)	(Expiration Date)
Individual Acknowledgement			
STATE OF FLORIDA			
COUNTY OF HILLSBOROUGH			
The foregoing instrument was acknowledged b	before me by me	ans of 🛄 physical presence or 🛄 onli	ne notarization, this
day of	,	, by	· · · · ·
(day) (month)	(year)	(name of person acknow	ledging)
Personally Known OR Produced Ider	itification ,	(Signature of Notary Public -	State of Florida)
		(Signature of Notary Public -	state of Fiorida)
Type of Identification Produced			
		(Print, Type, or Stamp Commission	ed Name of Notary Public)
(Notary Seal)		(Commission Number)	(Expiration Date)

BOND NUMBER: 101179104 SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Jdg Ruskin Reserve, LLC

	called the Principal, and MERCHANTS NATIONAL BONDING, INC
	called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBO	ROUGH COUNTY, FLORIDA, in the sum of
Five Hundred Dollars & 00/100	(\$4,500.00) 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 Ruskin Reserve - North 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.

1 of 2

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 Ruskin Reserve - North 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 $\frac{Six (6)}{months}$ 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 April 10, 2025

SIGNED, SEALED AND DATED this day of	JULY	, <u>20</u> 24
ATTEST:	JDG RUSKIN RE	SERVE, LLC
	PRINCIPAL	(SEAL)
	MERCHANT	TIONAL BONDING, INC
	SURETY	(SEAL)
ATTEST: I'M Ni	Zoulik	7
KIM E. NIV	ATTORNEY-IN-FAC	T (SEAL)
	SONJA AMANDA FLORE	E HARRIS
APPROVED BY THE COUNTY A	ATTORNEY	



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

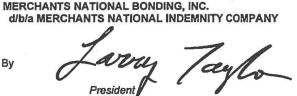
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

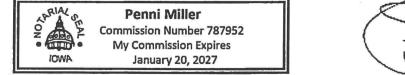
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February . 2024

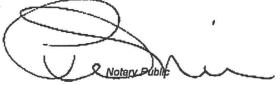




STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn February did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15TH day of JULY

, 2024

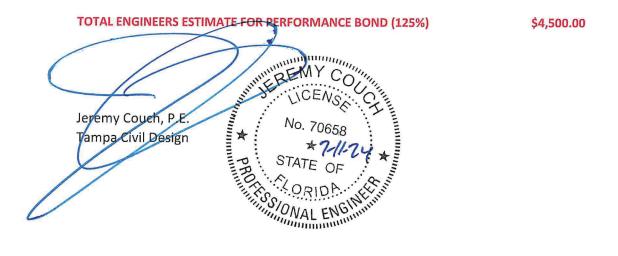




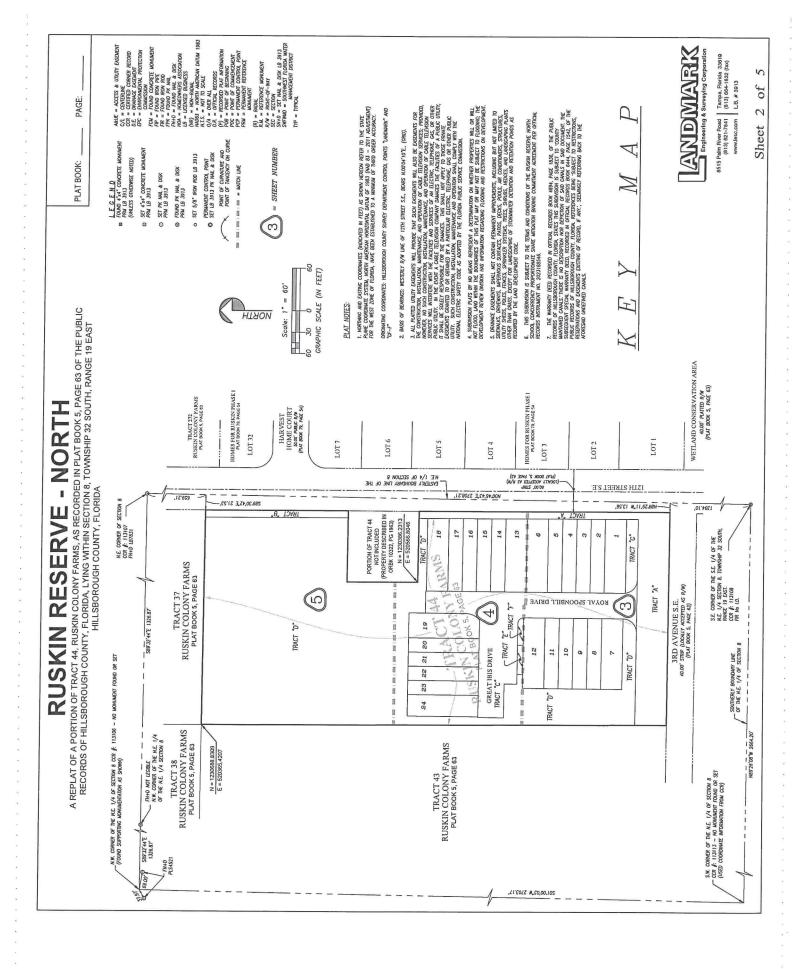
SITE DESIGN AND CIVIL ENGINEERING

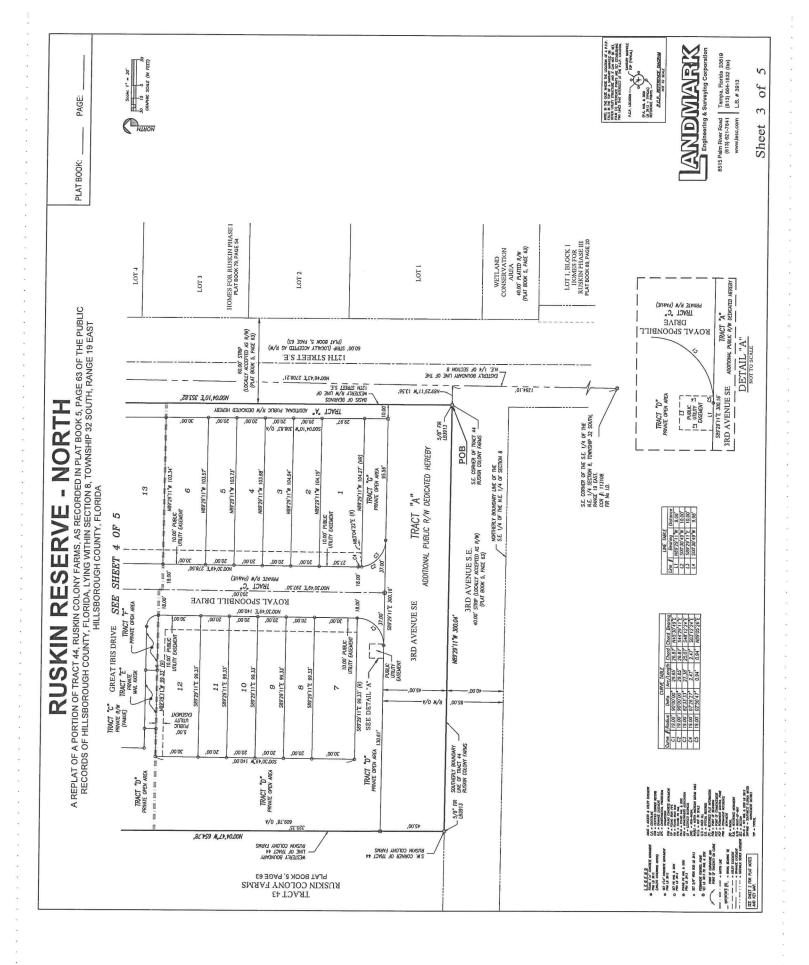
Ruskin Reserve North Engineers Estimate of Lot Corners

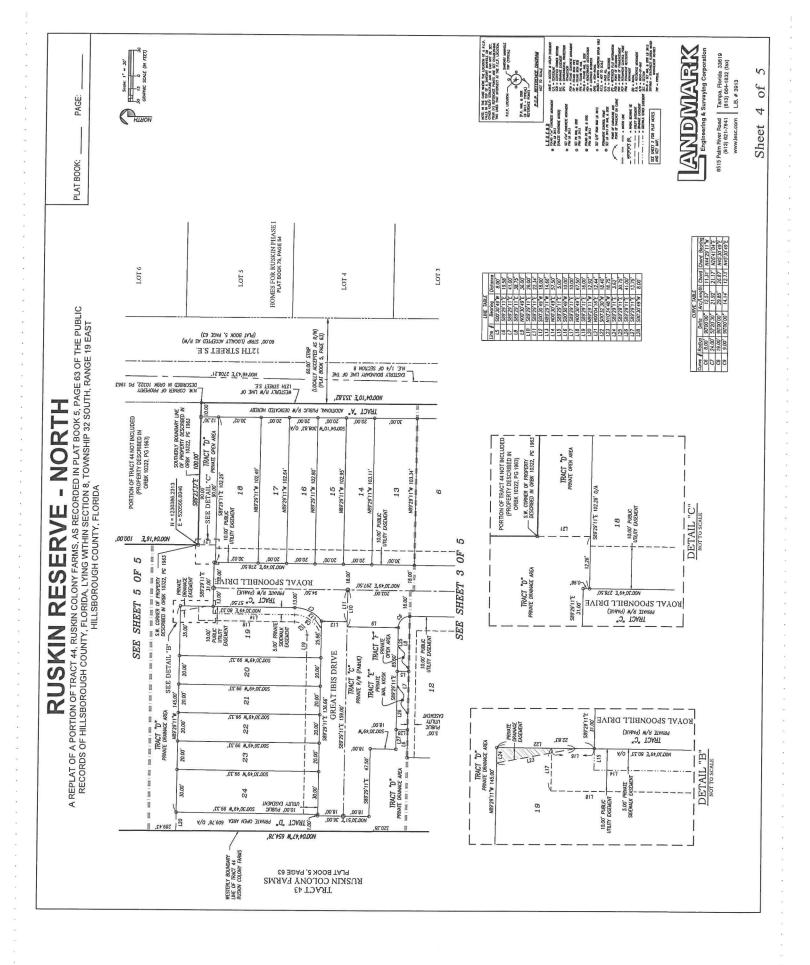
Description	TOTAL
Set All Lot Corners (lots @ \$150)	
24 Lots	\$3,600.00
TOTAL	\$3,600.00

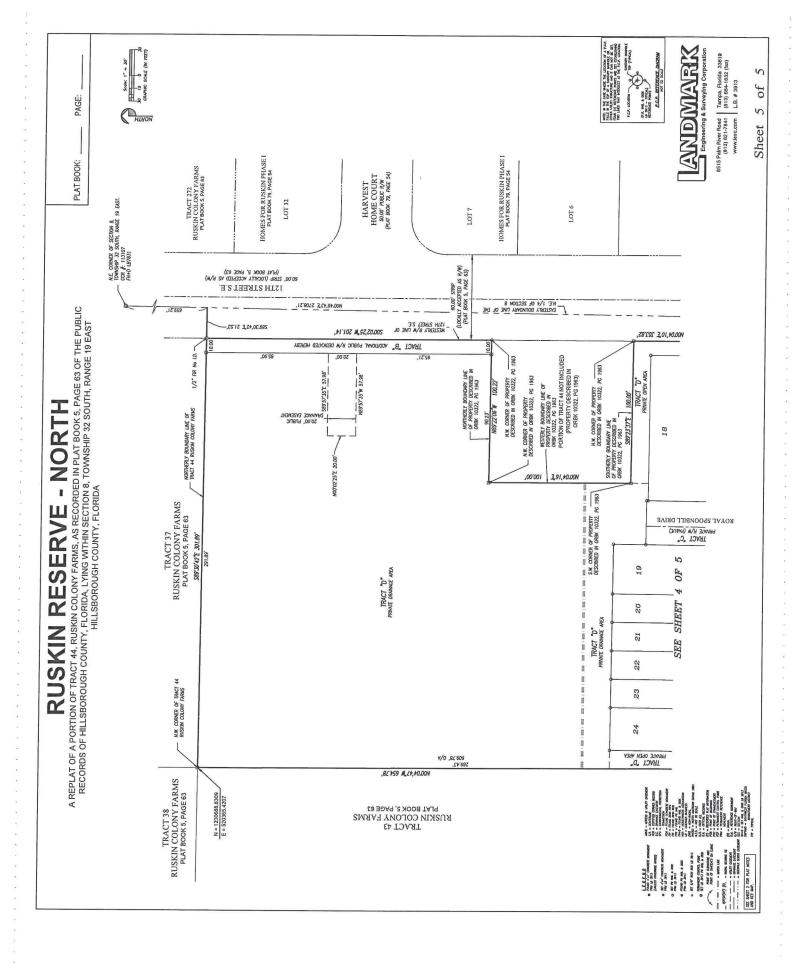


	A REPLAT OF A PORTION OF TRACT 44, RUSKIN COLONY FARMS, AS RECORDED IN PLAT BOOK 5, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBORDUGH COUNTY FLORIDA I YNIG WATHIN SECTION F TANADA IN DO Y THE PUBLIC		PLAT BOOK: PAGE:
	DEDICATION: PLOTED COUNTY, FLORIDA	NGE 19 EAST	
	as owner al the lands platted herein does hereby dedicale this plat of Ruskin Reserve – North for record. A does hereby dedicate to public use Tracts "A" and "B" and all those easements designated on the plat as srisigned further makes the following dedications and reservations:	<u>ON:</u> TRACT 44. RUSKIN COLONY FARMS of Formed in	
Provenue	conveyonce to a Homeowners' Association or the benefit of the lot owners within the d.	Records of Hillsborough County, Florido, Lenson, a proclusion in the bould of the Public Records of Hillsborough County, Florido, Lenson protection of described as Stores of the Public BEGN of the Southeast corner of solid TRACF 44: there Algorithm to Anna for the southeast	rut book 3, rage 53 of the Public described as follows: 30'11'W TADAA fort share the Control
		boundary line of said TRACT 44 to the Southwark corner thereach, thence M.0004.47.W. 554.78 feet doing the Westerly bundary line of said TRACT 44 to the Northwark corner thereof. Thence X.9307.427E. 301.89 feet doing the Northerk boundary line of exist Tractra 4 to the Northwark corner thereof.	so the management of the southery of the southery of the southery for the souther of the souther
	the owner for conveyance to a scording of this plat, for the benefit of the montenance of said private easements will	point being on the Westery right-of-wey line of 12th STRET 5.E.; thence 5.0022/25'W. 20114 feet along said Westery right-of-wey line to the Northeast corner of that properly described in Official Records Book 10222, Page 1953 of the Public Records of Hilbborugh County, Florido, thence M8972705'W. 1002 feet alonn the Northeart homedra to be along to the properly described in Anne-	s.E.; thence success corner interoil, source 5.E.; thence 5.00'02'55'W, 2011 4 feet of that property described in Official brough County, Florida, thence
		The second provides Book 10322, Page 1953 to the Northwest conner threeof; there a Song Popperty described in Official Records Book 10322, Page 1953 to the Northwest conner threeof; there S.0004154W, 100.00 feet along the Wastery boundary line of said property described in Official Records Book 10322, Page 1963 to the Southwest corner threeof; thereac S.89223127E, 100.00 feet doing the Southwest corner threeof in a of said Property described in Official Records Book 10322, Page 1963 to the Southwest corner threeof in a of	sual property described in Official soft theree 5.0004/16%, 10.000 feet Official Records Book 10322, Page 1963 feet along the Southeast boundary ine of 19631 to the Southeast corner therman
	~	point being an said Westerly right-of-way line of 12th STREET S.E.; thence S.00'04'10'W, 353.82 feet along said Westerly right-of-way line to the POINT OF BEGINNING. Containing 4.29 Acres, More or Less.	S.E.; thence S.00'04'10'W., 353.82 feet VG.
	utilities, electric utilities, water and c and quasi-public utilities, a he construction, maintenance, and		
	lala, water and sanitary sever utilities, and s and a non-sectuse utility essemment the areas designated herean as utility of utilities and related puppess as		
		BOARD OF COUNTY COMMISSIONERS: This PLAT HAS BEEN APPROVED FOR RECORDATION.	
	<u>OHNIER:</u> JDC Ruskin Reserve, LLC, a Florida limiled liability company	DATE	1
	8; RSDG Fund I, LLC, a Florida limited kobility company, its Manager		
	PLAT APP By: AU-DV Stokes, LLC, a Florida limited ficibility company, its Manager This Fart Has L	OVAL: BH REVIEWE IN ACCORDANCE WITH THE FLOREDA STATUTES, SECTION 177.081 F us not been useded	OR CHAPTER CONFORMITY. THE
	Rolerto Br Rolerto Acodia , Manoger Sumer scrinto	reverse scruds, geosphur & Luna Acoustion schicts behandlich, millsongunge comm Ranker Scruds, geosphur & Luna Acoustion Schicts behandlich, millsongunge comm Schicks Scruds, Geosphur & Luna Acoustion, Schicts Benandlich, Millsongunge comm	
	ULERK OF LI NEGER CORE	CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA.	TATE OF FLORIDA: 1777 PART OF FLORIDA:
	WINESS SOUTLINE WITHESS FRANT BY LUTING OF GREAT COUNT	S BELY TILLY PRI FICONO IN PLAT BOOK PLICES BRY	of The Public
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•	WANN PRACE		
	SOUT & FOWER_LS - 10600. 5007 R. FOWER_LS - 10800.	LS 5185	
		LUNDIMURY ENGINEERING & STIMERING CORPORATION 2515 FULL RICE ROUD, TAUPA, FLORIN, 13619 COTTIFOLIE OF AUTINGEDITION NO. LB 3913	Engineering & Surveying Corporation
	223AL MARGER & AND:		8515 Palm River Road Tampa, Florida 33619 (813) 621-7841 (813) 664-1832 (fax)
	INTECE THIS PAIT, IS RECORDED IN ITS CAUPIC FORM, IS THE OFFICIAL DEPENDING OF THE SUBMEED LUNDS DESCORDED HERDIN, AND MULLIN HIM OFFICIALED IN AUTORIENT OF ANT OFFICIAL OFFICIALO OFFICIAL OFFICIAL OFFICIAL OFF	R CARDAR ON THE CARDAR OF CARDAR OF CARDAR OF CARDAR OF CARDAR OF CARDAR OF THAT THAT THAT THAT THAT THAT THAT THA	www.lesc.com LB, # 3913
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Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name Ruskin Reserve North		
Jurisdiction	sdiction Hillsborough	
Jurisdiction Project ID Number	6513	
HCPS Project ID Number	SC-953	
Parcel / Folio Number(s)	055237.0000	
Project Location	College Avenue & 12 th Street SE, Ruskin	
Dwelling Units & Type	24 Single-Family Attached	
Applicant	D. R. Horton	

	Sc	chool Concurrency Ana	lysis	
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	3	2	2	7

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, <u>Section 5.5.2 Process for Determining School Facilities</u> <u>Concurrency</u>: (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 <u>Middle, and High school</u> Concurrency Service Areas (CSA's) serving this site and the adjacent <u>Middle, and High school</u> 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 <u>Proportionate</u> <u>Share Binding Mitigation Agreement (DSC-953</u>), the terms of which were recorded on <u>May 3, 2023</u>. The Applicant contributed funds on <u>July 18, 2024</u>, in the amount of <u>\$145,722.00</u> thereby satisfying the requirement to construct <u>2 Middle</u>, and 2 High school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

Lori Belangia, M.S. Manager, Planning & Siting Growth Management Department E: <u>glorimar.belangia@hcps.net</u> P: 813.272.4228 <u>July 18, 2024</u> Date Issued



FINAL - Certificate of School Concurrency

Project Name	Ruskin Reserve North		
Jurisdiction	Hillsborough		
Jurisdiction Project ID Number	6513		
HCPS Project ID Number	SC-953		
Parcel / Folio Number(s)	055237.0000		
Project Location	College Avenue & 12 th Street SE, Ruskin		
Dwelling Units & Type	24 Single-Family Attached		
Applicant	D. R. Horton		

	Sc	chool Concurrency Ana	lysis	
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	3	2	2	7

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, <u>Section 5.5.2 Process for Determining School Facilities</u> <u>Concurrency</u>: (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 <u>Middle, and High school</u> Concurrency Service Areas (CSA's) serving this site and the adjacent <u>Middle, and High school</u> CSA's did not have capacity to serve this project. A Conditional Certificate of School Board, 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 <u>Proportionate</u> <u>Share Binding Mitigation Agreement (DSC-953</u>), the terms of which were recorded on <u>May 3, 2023</u>. The Applicant contributed funds on <u>July 18, 2024</u>, in the amount of <u>\$145,722.00</u> thereby satisfying the requirement to construct <u>2 Middle</u>, and 2 High school seats to accommodate the proposed development as more particularly described therein.

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