

**SUBJECT:** South Creek Amenity Center Off-Site **PI# 6273**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** August 13, 2024  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve South Creek Amenity Center Off-Site, located in Section 18, Township 31, and Range 20 (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 warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$18,135.64 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

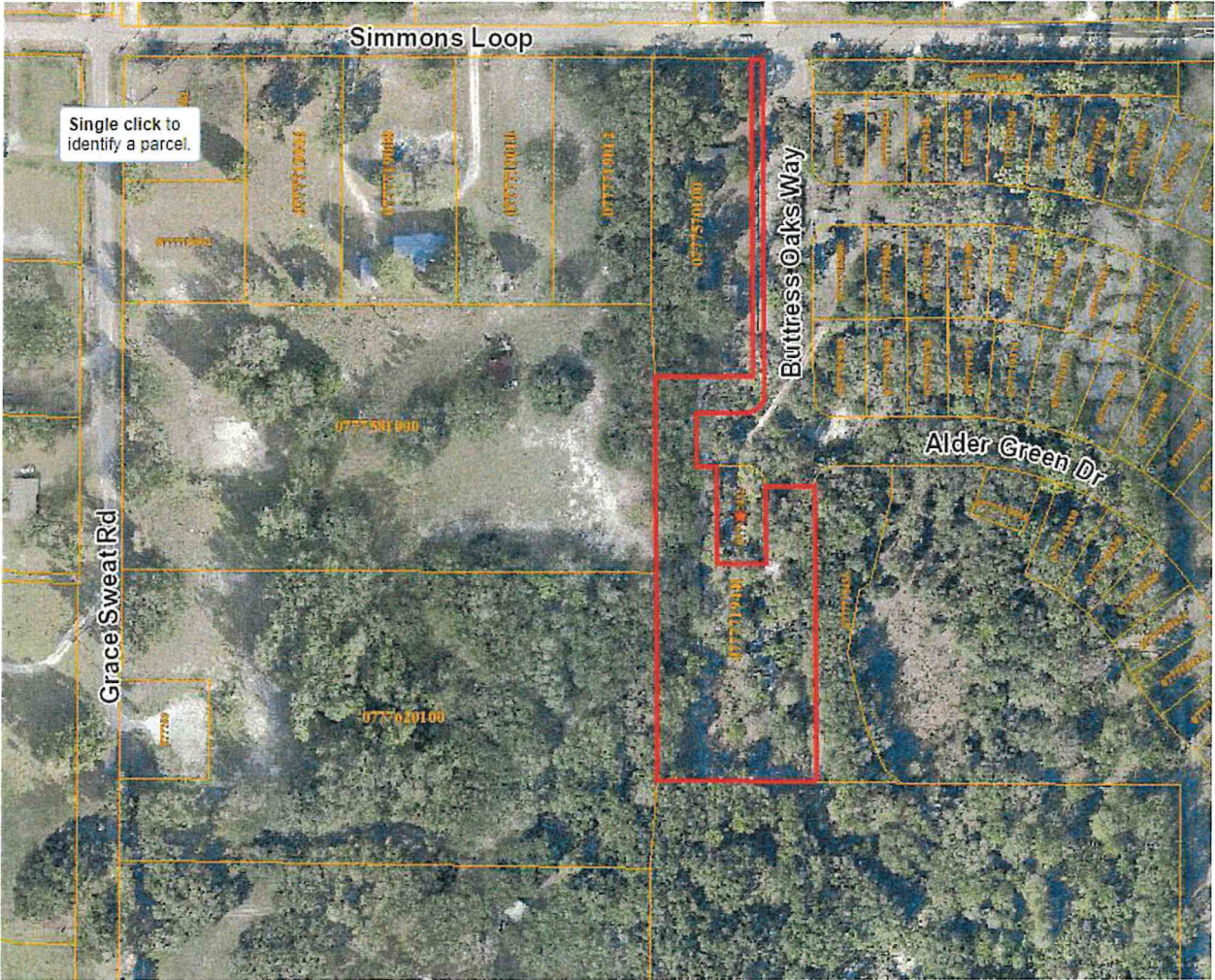
**BACKGROUND:**

On May 12, 2023, Permission to Construct was issued for South Creek Amenity Center Off-Site, after construction plan review was completed on March 14, 2023. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Simmons East Development, LLC and the engineer is Ardurra.

Folio #

077771-9441

Riverview, FL



**OWNER/DEVELOPER’S AGREEMENT FOR  
WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Simmons East Development, LLC, hereinafter referred to as the “Owner/Developer” 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 adopted site development regulations which are set forth in the Land Development Code (hereafter the “Site Development Regulations”); and

**WHEREAS**, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

**WHEREAS**, the Owner/Developer has completed certain improvement facilities in conjunction with the site development project known as South Creek Phase 4, Buttress Oaks Right-of-Way (hereafter referred to as the “Project”); and

**WHEREAS**, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned improvement facilities for ownership and/or maintenance; and

**WHEREAS**, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

**WHEREAS**, the Owner/Developer has offered to warrant the improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

**NOW, THEREFORE**, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The improvement facilities to be warranted, constructed in conjunction with the Project are as follows:

Road Construction, Storm Drainage, Water Distribution, Sanitary Sewer

3. The Owner/Developer agrees to, and in accordance with the requirements d. of the Development Regulations, does hereby deliver to the County an instrument performance Site of the obligations described in paragraph 2 above, specifically identified as: ensuring the

a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of, or

b. **A Warranty Bond, dated March 28<sup>th</sup>, 2024 with Simmons East Development, LLC as Principal, and Great American Insurance Company as Surety, and**

c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer to shall be liable pay for the cost of reconstruction of defective improvement facilities to cost, the final total 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 Owner/Developer's failure or neglect to perform.

5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the improvement facilities for maintenance, at such time as:

a) The Engineer-of-Record for the Owner/Developer certifies in writing that said improvement facilities have been constructed in accordance with:

(1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and

(2) All applicable County regulations relating to the construction of the off-site improvement facilities; and

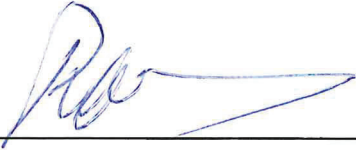
b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.

7. This document, including all exhibits and other documents incorporated herein by reference, 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

ROBERT TER DOEST

Printed Name of Witness



Witness Signature

Connor Smith

Printed Name of Witness

Owner/Developer:

By 

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

NICHOLAS DIGLER

Printed Name of Signer

VICE PRESIDENT  
AUTHORIZED SIGNER

Title of Signer

111 S. ARMENIA BLVD, TAMPA

Address of Signer

813.943.6730

Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)


CINDY STUART  
Clerk of the Circuit Court

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

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

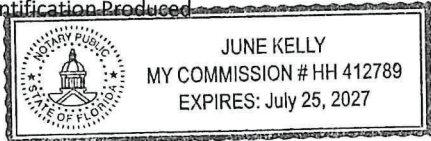
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
2nd day of April, 2024, by Nicholas J. Dister as

Vice President for Eisenhower Management Inc, Corp. FL  
Manager of Simmons East Development LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

*June Kelly*  
(Signature of Notary Public - State of Florida)

Type of Identification Produced



(Notary Seal)

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

(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)

## WARRANTY BOND - SITE DEVELOPMENT

**KNOW ALL MEN BY THESE PRESENTS**, that we, Simmons East Development, LLC, called the Principal, and Great American Insurance Company, called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Eighteen Thousand One Hundred Thirty-five and 64/100 Dollars (\$18,135.64) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities: Roadway Construction, Storm Drainage, Water Distribution and Sanitary Sewer, (hereafter, the "Improvement Facilities") for maintenance constructed in conjunction with the site known as South Creek Phase 4, Buttress Oaks Right-of-Way (hereafter, the "Project"); and

**WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the improvements and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

**WHEREAS**, the terms of said Owner/Developer 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 Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved Project 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 Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MAY 31<sup>st</sup>, 2026.

SIGNED, SEALED AND DATED this 28<sup>th</sup>

March, 2024

ATTEST:

Simmons East Development, LLC . A FLORIDA LIMITED LIABILITY COMPANY  
by 2 EISENHOWER MANAGEMENT, INC,  
A FLORIDA CORPORATION, ITS MANAGER

Principal Signature

(Seal)

Surety Signature

Great American Insurance Company

(Seal)

ATTEST:

Helena Beam

Attorney-in-fact Signature

(Seal)

Mary Martha Langley, Attorney-n-Fact and Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

as amended



**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21328

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019



*Stephen C. Beraha*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE

, 2019, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when 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.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of March, 2024



*Stephen C. Beraha*

Assistant Secretary

**CONSENT OF SURETY  
BOND RIDER**

THIS RIDER IS TO BE ATTACHED TO AND FORM A PART OF BOND:

Principal: Simmons East Development, LLC

Obligees: Hillsborough County Board of County Commissioners

Surety: Great American Insurance Company

Bond Number: 5370884

PROJECT: South Creek Phase 4, Buttress Oaks Right-of-Way

KNOW ALL MEN BY THESE PRESENTS, that the Surety acknowledges and agrees to the following:

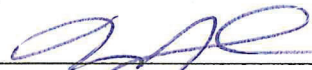
The aforesaid Bond shall be and it is hereby amended as follows:

**Extending bond validity to 09/13/2026.**

**The bond shall be subject to all its agreements, limitations and conditions, except as herein modified, said Bond shall be and remain in full force and effect.**

Effective, Signed, sealed and dated this 8th day of July 2024

Principal (SEAL)

BY:  \_\_\_\_\_

NICK DISTER  
AUTHORIZED REPRESENTATIVE

Surety (SEAL)

BY:  \_\_\_\_\_

Mary Martha Langley, Attorney-in-fact  
and Florida Licensed Resident Agent

Accepted by: \_\_\_\_\_

APPROVED BY THE COUNTY ATTORNEY

BY:  \_\_\_\_\_

Approved As To Form And Legal  
Sufficiency.

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21328

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TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

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IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

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**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July, 2024



*Stephen C. Beraha*

Assistant Secretary

ARDURRA GROUP, INC.  
 CLIENT: SIMMONS EAST DEVELOPMENT, LLC  
 PROJECT: SOUTH CREEK AMENITY CENTER

EXHIBIT A  
 ENGINEER'S COST ESTIMATE  
 FEBRUARY 26, 2024

Engineering Inspections  
CERTIFICATE OF COST ESTIMATE  
 Warranty Guarantee

STATE OF FLORIDA                    }  
   }  
 COUNTY OF HILLSBOROUGH        }

I, Tuyen L Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that I have examined the Plat of South Creek Phase 4, as filed by Halff Engineering., located in Section 19, Township 31 South, Range 20 East, Hillsborough County, Florida; and that the costs of the improvements lying within the said Plat identified as Buttress Oaks Right-of-Way, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for Warranty Guarantee required by the Hillsborough County Land Development Code for acceptance of infrastructure improvements.

SUMMARY OF SCHEDULES

	<u>Total</u>
SCHEDULE IA: ROAD CONSTRUCTION	\$120,618.11
SCHEDULE IB: STORM DRAINAGE	\$21,463.96
	<b>SUBTOTAL</b>
	<b>\$142,082.07</b>
SCHEDULE IIA: WATER DISTRIBUTION	\$19,378.11
SCHEDULE IIB: SANITARY SEWER	\$19,896.19
	<b>SUBTOTAL</b>
	<b>\$39,274.30</b>
	<b>GRAND TOTAL</b>
	<b><u>\$181,356.37</u></b>
<b>WARRANTY BOND (10% OF GRAND TOTAL AMOUNT)</b>	<b><u>\$18,135.64</u></b>

Approved By:

**Tuyen L Tran, P.E. (#54099)**

Tuyen L Tran, P.E., State of Florida  
 Professional Engineer, License No.  
 54099. This document has been  
 signed and sealed by Tuyen L Tran,  
 P.E. on the date indicated here. **(AL)**  
 Printed copies of this document are  
 not considered signed and sealed  
 and the signature must be verified  
 on any electronic copies.

\_\_\_\_\_  
 Hillsborough County Engineering Services Dept.

\_\_\_\_\_  
 Professional Engineer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

ENGINEER'S COST ESTIMATE

**SCHEDULE IA: ROAD CONSTRUCTION**

Item No.	Road Construction	QTY	UNIT	UNIT RATE	TOTAL
1	1.5" Asphalt Type SP-12.5	1770	SY	\$15.81	\$27,983.70
2	06" Crushed Concrete Base	1770	SY	\$23.66	\$41,878.20
3	8" Stabilized Subgrade	1770	SY	\$11.00	\$19,470.00
5	5' Sidewalk (4" Thick)	680	LF	\$7.32	\$4,977.60
6	ADA Concrete Ramp & Dome	4	EA	\$1,930.00	\$7,720.00
7	Drop Curb	380	LF	\$13.00	\$4,940.00
8	Miami Curb	261	LF	\$14.01	\$3,656.61
9	Type D Curb	400	LF	\$24.98	\$9,992.00
<b>Total Road Construction</b>					<b>\$120,618.11</b>

**TOTAL SCHEDULE IA: ROAD CONSTRUCTION \$120,618.11**

**SCHEDULE IB: STORM DRAINAGE**

Item No.	Storm System	QTY	UM	UNIT RATE	TOTAL
1	18" RCP Class III	237	LF	\$42.10	\$9,977.70
2	Type 1 Curb Inlet	2	EA	\$4,000.00	\$8,000.00
3	Manhole	1	EA	\$3,486.26	\$3,486.26
<b>Total Storm Drainage</b>					<b>\$21,463.96</b>

**TOTAL SCHEDULE IB: STORM DRAINAGE \$21,463.96**

**SCHEDULE IIA: WATER DISTRIBUTION**

Item No.	Water Main	QTY	UNIT	UNIT RATE	TOTAL
1	Water Service 2" BFP	1	LS	\$6,000.00	\$6,000.00
2	06" MJ Gate Valve & Box	3	EA	\$15.00	\$45.00
3	06"x 04" MJ Tee	1	EA	\$497.00	\$497.00
4	06" PVC DR18 C900	218	LF	\$12.40	\$2,703.20
5	04" PE WM	8	LF	\$10.00	\$80.00
6	Connect To Existing 06" Water	1	EA	\$930.30	\$930.30
7	Fire Hydrant Assembly	1	EA	\$5,479.85	\$5,479.85
8	Injection Point	1	EA	\$374.72	\$374.72
9	Sample Point	1	EA	\$1,031.12	\$1,031.12
10	Temporary Blow Off	1	EA	\$2,236.92	\$2,236.92
<b>Total Water Main</b>					<b>\$19,378.11</b>

**TOTAL SCHEDULE IIA: WATER DISTRIBUTION \$19,378.11**

**SCHEDULE IIB: SANITARY SEWER**

Item No.	Sanitary Sewer	QTY	UNIT	UNIT RATE	TOTAL
1	08" PVC DR26 06'-08'	193	LF	\$29.10	\$5,616.30
2	4' Manhole 06'-08'	2	EA	\$4,098.40	\$8,196.80
3	Connect To Existing Sanitary	1	LS	\$4,900.00	\$4,900.00
4	Dewatering	193	LF	\$6.13	\$1,183.09
<b>Total Sanitary Sewer</b>					<b>\$19,896.19</b>

**TOTAL SCHEDULE IIB: SANITARY SEWER \$19,896.19**