

SUBJECT: Ruskin Reserve South **PI#6503**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 10, 2024
CONTACT: Lee Ann Kennedy

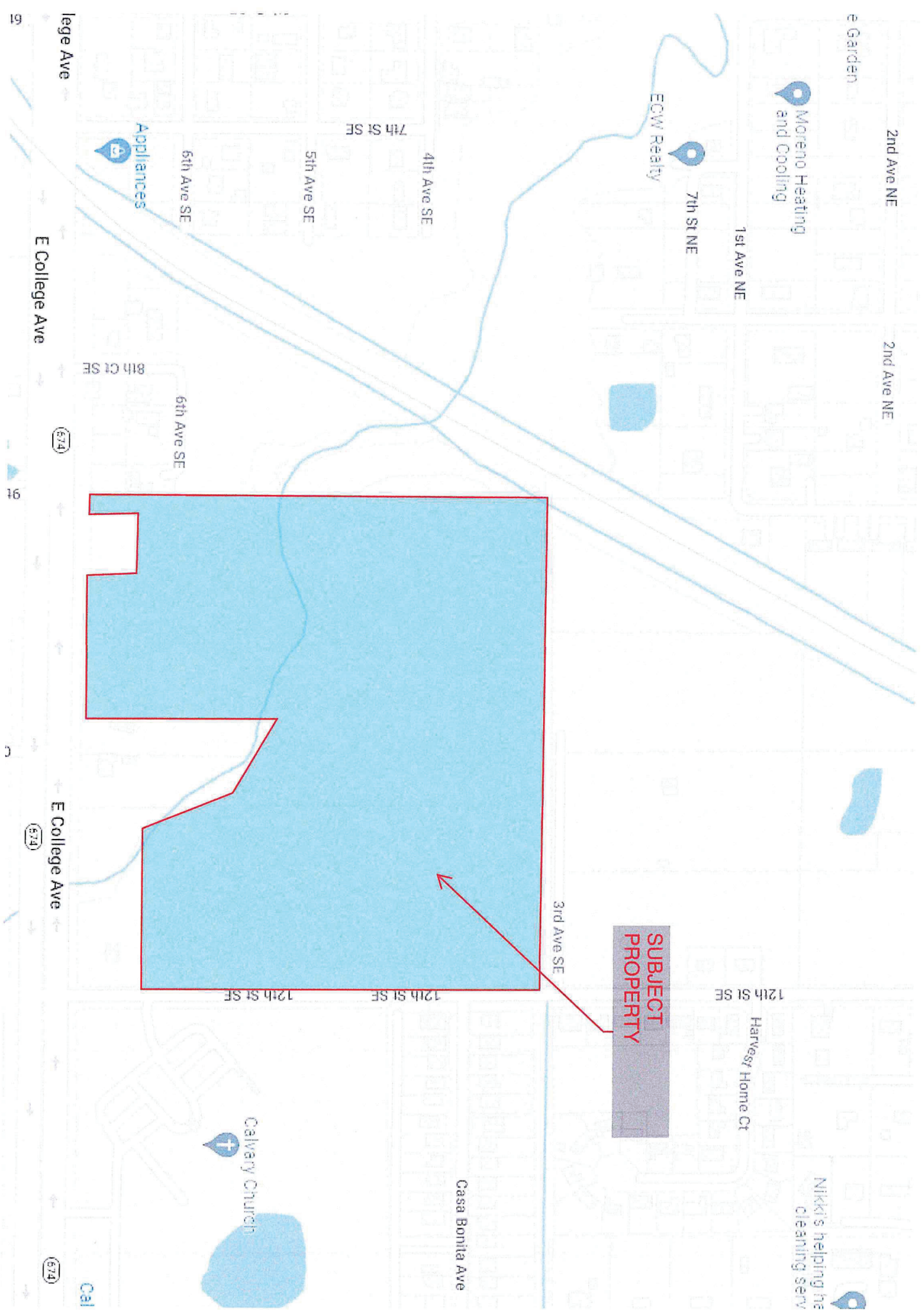
RECOMMENDATION:

Accept the plat for recording for Ruskin Reserve South, 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 Improvement Facilities (On-site water & wastewater, off-site 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 \$2,884,232.86, a Warranty Bond in the amount of \$228,107.46 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 \$26,250.00 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 \$814,165.00 was made on August 23, 2024.

BACKGROUND:

On April 9, 2024, Permission to Construct Prior to Platting was issued for Ruskin Reserve South, after construction plan review was completed on February 12, 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.



**SUBJECT
PROPERTY**

2nd Ave NE

2nd Ave NE

Moreno Heating
and Cooling

ECW Realty

7th St NE

1st Ave NE

E College Ave

Appliances

6th Ave SE

5th Ave SE

4th Ave SE

7th St SE

6th Ave SE

8th Ct SE

3rd Ave SE

12th St SE

Harvest Home Ct

Nikki's helping the
cleaning serv

Casa Bonita Ave

Calvary Church

Cal

(574)

(574)

(574)

61

91

0

lege Ave

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

This Agreement made and entered into this 5 day of July, 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."

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 Ruskin Reserve - South (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:

Onsite Sanitary, Onsite Watermain, Offsite Road Improvements, Offsite Drainage, Offsite Sanitary and

Offsite watermain

(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 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, 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 ¹⁰¹¹⁷⁹¹¹⁴ _____ dated, _____ 08/21/2024 with _____ JDG Ruskin Reserve, LLC as Principal, and _____ Merchants National Bonding, Inc. as Surety, or
A Warranty Bond, number ¹⁰¹¹⁷⁹¹¹⁶ _____ dated, _____ 08/21/2024 with _____ JDG Ruskin Reserve, LLC as Principal, and _____ Merchants National Bonding, Inc. 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:

Witness Signature

[Handwritten Signature]

Printed Name of Witness

Witness Signature

Printed Name of Witness

[Handwritten Signature]
JASON HAMILTON

Subdivider:

By

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

Anand Jobalia

Name (typed, printed or stamped)

Title

Address of Signer

Phone Number of Signer

Manager

*444 Seabreeze Blvd Site 805
Daytona Beach, FL 32118*

386.310.4948

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

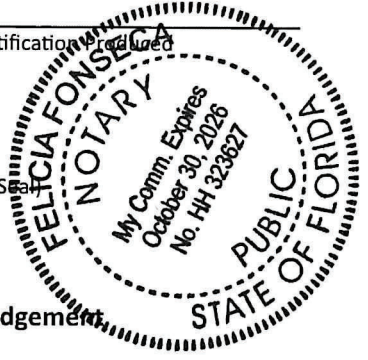
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH *Volusia*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
16th day of *August*, *2024*, by *Anand Jobalia* as
(day) (month) (year) (name of person acknowledging)
Manager for *JDG Ruskin Reserve, 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

Type of Identification Produced

(Notary Seal)



Felicia Fonseca

(Signature of Notary Public - State of Florida)

Felicia Fonseca

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

HH 323627

(Commission Number)

October 30, 2026

(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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND On-site and Off-site

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 HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Million Eight Hundred Eighty Four Thousand Two Hundred Thirty-Two & 86/100 (\$2,884,232.86) 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 Ruskin Reserve - South 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 Ruskin Reserve - South 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 Six (6) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and

B. If the Principal shall faithfully perform the Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 8, 2025.

SIGNED, SEALED AND DATED this 21st day of August, 2024.

ATTEST:



Rita Lazarides, Witness

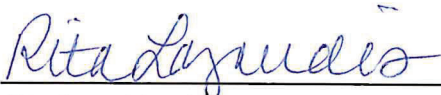
Jdg Ruskin Reserve, LLC

By 
Principal Seal

Merchants National Bonding, Inc.


Surety Seal

ATTEST:



By 
Attorney-In-Fact & Seal
Florida Licensed Resident Agent
Jeffrey W. Reich
Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

MERCHANTS
BONDING COMPANYTM
POWER OF 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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

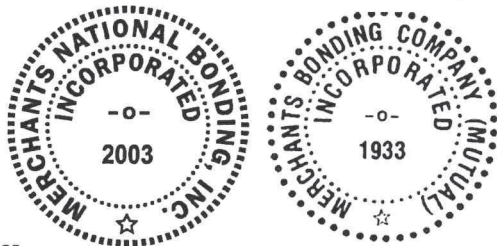
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 authority 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 29th day of July, 2024.



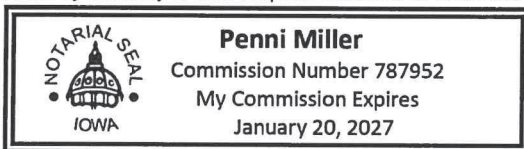
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 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.

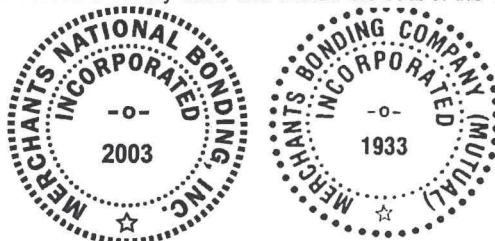


(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, 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 21st day of August, 2024.



Secretary

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

RUSKIN RESERVE SOUTH

Engineers Estimate of Construction Costs

<u>Description</u>	<u>TOTAL</u>	<u>NOTES</u>
GENERAL CONDITIONS (MOBILIZATION, SURVEY, COMPLIANCE)	\$183,082.97	50% Complete
EARTHWORK	\$205,398.56	52% Complete
ROADS, CURB, TRAFFIC	\$825,957.46	0% Complete
STORM DRAINAGE	\$260,347.80	75% Complete
SANITARY SEWER	\$466,671.78	75% Complete
WATER DISTRIBUTION	\$365,927.72	79% Complete
TOTAL	\$2,307,386.29	

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

\$2,884,232.86

Jeremy Couch, P.E.
Tampa Civil Design


8/16/24



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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 8, 2027.

SIGNED, SEALED AND DATED this 21st day of August, 2024.

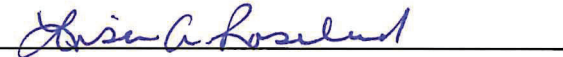
ATTEST: Jdg Ruskin Reserve, LLC



Principal Signature

(Seal)


Merchants National Bonding, Inc.



Surety Signature Lisa A. Roseland

(Seal)

ATTEST:



Attorney-in-fact Signature
& Florida Licensed Resident Agent
Jeffrey W. Reich
Inquiries: 407-786-7770

(Seal)

APPROVED BY THE COUNTY ATTORNEY



BY _____
Approved As To Form And Legal
Sufficiency.

MERCHANTS
BONDING COMPANYTM
POWER OF 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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 authority 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 29th day of July, 2024.

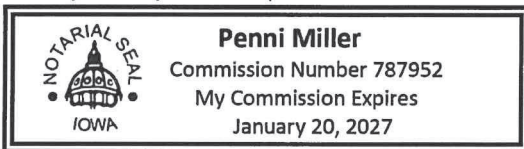


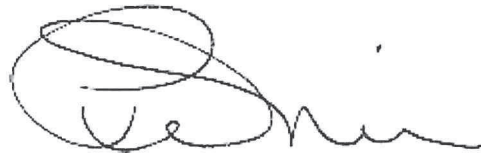
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 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.




Notary Public

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

I, Elisabeth Sandersfeld, 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 21st day of August, 2024.




Secretary

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

RUSKIN RESERVE SOUTH
Engineers Estimate of Construction Costs
For
Warrantied Construction Materials

Item No.	Description	Quantity	Unit	\$	TOTAL
ONSITE SANITARY IMPROVEMENTS					
1	08" PVC DR26 00'-06'	170	LF	\$ 48.90	\$ 8,313.00
2	08" PVC DR26 06'-08'	1502	LF	\$ 65.62	\$ 98,561.24
3	08" PVC DR26 08'-10'	884	LF	\$ 69.58	\$ 61,508.72
4	08" PVC DR26 10'-12'	371	LF	\$ 84.57	\$ 31,375.47
5	08" PVC DR26 12'-14'	199	LF	\$ 113.98	\$ 22,682.02
6	08" PVC DR26 14'-16'	72	LF	\$ 158.58	\$ 11,417.76
7	4' Manhole 00'-06'	2	EA	\$ 5,952.97	\$ 11,905.94
8	4' Manhole 06'-08'	5	EA	\$ 6,817.92	\$ 34,089.60
9	4' Manhole 08'-10'	3	EA	\$ 7,523.27	\$ 22,569.81
10	4' Manhole 10'-12'	2	EA	\$ 8,881.82	\$ 17,763.64
11	4' Manhole 12'-14'	1	EA	\$ 20,083.71	\$ 20,083.71
12	5' Manhole 12'-14'	1	EA	\$ 15,244.24	\$ 15,244.24
13	04" PVC DR26 Service Lateral	2436	LF	\$ 21.71	\$ 52,885.56
14	06" PVC DR26 Service Lateral	1232	LF	\$ 28.64	\$ 35,284.48
15	08" x 04" PVC Wye	52	EA	\$ 279.60	\$ 14,539.20
16	08" x 06" PVC Wye	44	EA	\$ 301.75	\$ 13,277.00
17	04" PVC Bend 45deg	52	EA	\$ 162.66	\$ 8,458.32
18	06" PVC Bend 45 deg	44	EA	\$ 178.29	\$ 7,844.76
19	Single Service	52	EA	\$ 937.15	\$ 48,731.80
20	Double Service	44	EA	\$ 1,384.90	\$ 60,935.60
21	Lift Station 6' Dia.	1	EA	\$ 476,750.79	\$ 476,750.79
22	04" PVC DR18	58	LF	\$ 27.00	\$ 1,566.00
23	04" MJ Plug Valve & Box	1	EA	\$ 2,064.62	\$ 2,064.62
24	Restraint	1	LS	\$ 851.36	\$ 851.36
SANITARY IMPROVEMENTS TOTAL					\$ 1,078,704.64
ONSITE WATER MAIN IMPROVEMENTS					
1	02" PE Service Line	160	LF	\$ 18.53	\$ 2,964.80
2	04" PVC DR18	20	LF	\$ 27.49	\$ 549.80
3	06" PVC DR18	160	LF	\$ 38.31	\$ 6,129.60
4	08" PVC DR18	3000	LF	\$ 51.00	\$ 153,000.00
5	08" Ductile Iron Pipe	360	LF	\$ 92.63	\$ 33,346.80
6	Temprary BFP	1	EA	\$ 19,047.54	\$ 19,047.54
7	02" DR21 Service Sleeve	180	LF	\$ 11.73	\$ 2,111.40
8	03" DR21 Service Sleeve	900	LF	\$ 14.01	\$ 12,609.00
9	06" MJ Bend 22.5deg	4	EA	\$ 501.44	\$ 2,005.76
10	08" MJ Bend 11.25deg	4	EA	\$ 808.06	\$ 3,232.24
11	08" MJ Bend 45deg	74	EA	\$ 623.02	\$ 46,103.48
12	04" x 02" MJ Reducer	1	EA	\$ 440.88	\$ 440.88
13	08" x 02" MJ Reducer	1	EA	\$ 681.77	\$ 681.77

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

RUSKIN RESERVE SOUTH
Engineers Estimate of Construction Costs
For
Warrantied Construction Materials

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>\$</u>	<u>TOTAL</u>
14	08" x 04" MJ Reducer	1	EA	\$ 513.12	\$ 513.12
15	08" x 06" MJ Tee	1	EA	\$ 857.16	\$ 857.16
16	08" MJ Tee	3	EA	\$ 963.37	\$ 2,890.11
17	02" Gate Valve & Box	2	EA	\$ 1,989.19	\$ 3,978.38
18	06" MJ Gate Valve & Box	3	EA	\$ 2,641.93	\$ 7,925.79
19	08" MJ Gate Valve & Box	14	EA	\$ 3,816.92	\$ 53,436.88
20	Fire Hydrant Assembly	5	EA	\$ 10,291.56	\$ 51,457.80
21	Single Service Short	70	EA	\$ 1,148.19	\$ 80,373.30
22	Single Service Long	70	EA	\$ 1,293.00	\$ 90,510.00
23	Lift Station Water Service	1	EA	\$ 3,441.64	\$ 3,441.64
24	Blow Off (2")	2	EA	\$ 3,139.86	\$ 6,279.72
25	Restraint	1	EA	\$ 15,000.72	\$ 15,000.72
WATER MAIN IMPROVEMENTS TOTAL					\$ 598,887.69
<u>OFFSITE ROAD IMPROVEMENTS</u>					
1	1.5" ASPHALT, TYPE SP-9.5	166	SY	\$ 21.76	\$ 3,612.16
2	6" AGGREGATE BASE	166	SY	\$ 18.37	\$ 3,049.42
3	12" STABILIZED SUBGRADE (LBR 40)	185	SY	\$ 9.15	\$ 1,692.75
4	GUARDRAIL WITH END ANCHORS	30	LF	\$ 122.15	\$ 3,664.50
5	MIAMI CURB	64	LF	\$ 19.04	\$ 1,218.56
6	ADA RAMPS	4	EA	\$ 1,660.56	\$ 6,642.24
7	CURB TRANSITION	3	LF	\$ 39.52	\$ 118.56
8	DROP CURB	13	LF	\$ 39.52	\$ 513.76
9	4" SIDEWALK	11,761	SF	\$ 6.80	\$ 79,974.80
10	6" SIDEWALK	53	SF	\$ 15.23	\$ 807.19
11	12" STABILIZED SUBGRADE (98%) UNDER CONCRETE	1294	SY	\$ 3.83	\$ 4,956.02
12	SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$ 4,983.00	\$ 4,983.00
OFFSITE ROAD IMPROVEMENTS TOTAL					\$ 111,232.96
<u>OFFSITE DRAINAGE IMPROVEMENTS</u>					
1	RUBBLE RIP RAP	13	TON	\$ 104.25	\$ 1,313.55
2	24" CLASS III RCP	299	LF	\$ 115.44	\$ 34,516.56
3	14" X 23" ERCP CLASS III	46	LF	\$ 191.57	\$ 8,812.22
4	14" X 23" EMES	2	EA	\$ 4,461.69	\$ 8,923.38
5	24" MES	1	EA	\$ 3,792.38	\$ 3,792.38
6	FDOT DBI	3	EA	\$ 6,533.80	\$ 19,601.40
OFFSITE DRAINAGE IMPROVEMENTS TOTAL					\$ 76,959.49
<u>OFFSITE SANITARY IMPROVEMENTS</u>					
1	04" X 04" Tapping Sleeve & Valve	1	EA	\$ 10,620.59	\$ 10,620.59
2	Connect To Existing 04" Force Main	1	EA	\$ 8,511.05	\$ 8,511.05
3	4" PVC DR18 C900	720	LF	\$ 36.80	\$ 26,496.00
4	04" PVC BEND 45 DEG	4	EA	\$ 162.66	\$ 650.64
5	12" Jack & Bore (04" Carrier Pipe)	44	LF	\$ 1,383.44	\$ 60,871.36

TAMPA CIVIL DESIGN

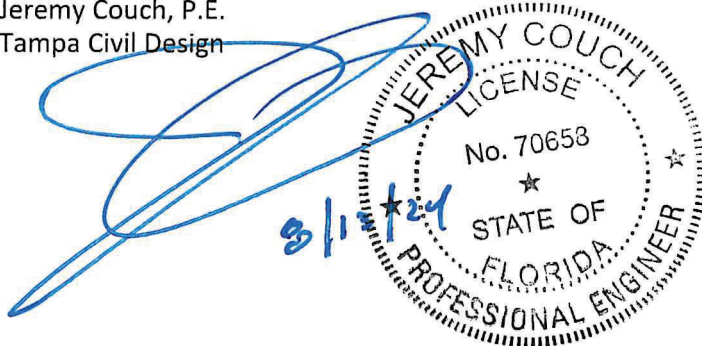
SITE DESIGN AND CIVIL ENGINEERING

RUSKIN RESERVE SOUTH

Engineers Estimate of Construction Costs For Warrantied Construction Materials

Item No.	Description	Quantity	Unit	\$	TOTAL
6	04" MJ PLUG VALVE & BOX	2	EA	\$ 2,235.53	\$ 4,471.06
7	12" STEEL CASING	44	LF	\$ 1,383.44	\$ 60,871.36
8	Restoration	1	LS	\$ 821.00	\$ 821.00
9	Sod Right of Way	756	SY	\$ 5.60	\$ 4,233.60
OFFSITE SANITARY IMPROVEMENTS TOTAL					\$ 177,546.66
OFFSITE WATERMAIN IMPROVEMENTS					
1	06" MJ BEND 45 DEG	4	EA	\$ 754.32	\$ 3,017.28
2	08" MJ BEND 45DEG	6	EA	\$ 861.18	\$ 5,167.08
3	06" DUCTILE IRON PIPE	60	LF	\$ 79.75	\$ 4,785.00
4	08" DUCTILE IRON PIPE	1,000	LF	\$ 93.30	\$ 93,300.00
5	06" MJ GATE VALVE AND BOX	3	EA	\$ 2,766.59	\$ 8,299.77
6	08" MJ GATE VALVE & BOX	1	EA	\$ 3,832.37	\$ 3,832.37
7	14" STEEL CASING	104	LF	\$ 457.00	\$ 47,528.00
8	20" JACK AND BORE STEEL CASING	28	LF	\$ 1,451.19	\$ 40,633.32
9	16" X 08" TAPPING SLEEVE AND VALVE	1	EA	\$ 14,035.86	\$ 14,035.86
10	CONNECT TO EXISITING 06" WATER	2	EA	\$ 4,099.03	\$ 8,198.06
11	Restoration	523	SY	\$ 4.90	\$ 2,562.70
12	Restraint	1	LS	\$ 6,383.75	\$ 6,383.75
OFFSITE WATERMAIN IMPROVEMENTS TOTAL					\$ 237,743.19
SUBTOTAL - ONSITE SANITARY IMPROVEMENTS					\$ 1,078,704.64
SUBTOTAL - ONSITE WATERMAIN IMPROVEMENTS					\$ 598,887.69
SUBTOTAL - OFFSITE ROAD IMPROVEMENTS					\$ 111,232.96
SUBTOTAL - OFFSITE DRAINAGE IMPROVEMENTS					\$ 76,959.49
SUBTOTAL - OFFSITE SANITARY IMPROVEMENTS					\$ 177,546.66
SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS					\$ 237,743.19
TOTAL					\$ 2,281,074.63
TOTAL WARRANTY BOND REQUIRED (10%)					\$228,107.46

Jeremy Couch, P.E.
Tampa Civil Design



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

This Agreement made and entered into this 1 day of July, 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."

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 Ruskin Reserve - South (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 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 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 101179115 dated, 08/21/2024 with _____ JDG Ruskin Reserve, LLC as Principal, and _____ Merchants National Bonding, Inc as Surety, or
 - c. Escrow agreement, 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:

Witness Signature

[Handwritten Signature]

Arthur Ballerup
Printed Name of Witness

Witness Signature

[Handwritten Signature]

Printed Name of Witness

Jason Frankel

Subdivider:

By

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

Anand Jobalia

Name (typed, printed or stamped)

Manager
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:

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

[Handwritten Signature]

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 means of physical presence or online notarization, this
16th day of August, 24, by Anand Jobalia as
(day) (month) (year) (name of person acknowledging)
Manager for Jdg Ruskin Reserve, 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

Type of Identification Produced

[Signature]

(Signature of Notary Public - State of Florida)

Felicia Fonseca

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

HH323627 October 30, 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

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Commission Number) (Expiration Date)

(Notary Seal)

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 - South 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 Six (6) 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 May 8, 2025.

SIGNED, SEALED AND DATED this 21st day of August, 2024.

ATTEST:



Rita Lazarides, Witness

Jdg Ruskin Reserve, LLC

BY:



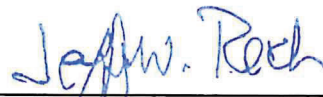
PRINCIPAL (SEAL)

Merchants National Bonding, Inc.

SURETY (SEAL)

ATTEST:





ATTORNEY-IN-FACT & (SEAL)

Florida Licensed Resident Agent

Jeffrey W. Reich

Inquiries: 407-786-7770

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

MERCHANTS
BONDING COMPANYTM
POWER OF 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 Olin; Sarah K Olin; 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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 authority 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 29th day of July, 2024.



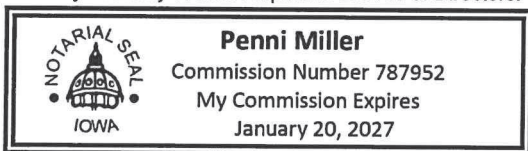
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 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)

Notary Public

I, Elisabeth Sandersfeld, 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 21st day of August, 2024.



Secretary

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

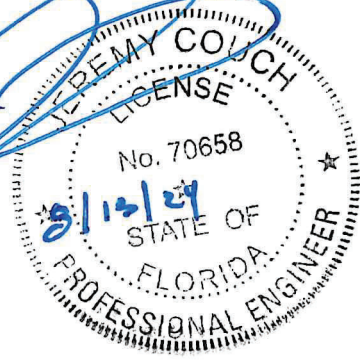
**Ruskin Reserve South
Engineers Estimate of Lot Corners**

<u>Description</u>	<u>TOTAL</u>
Set All Lot Corners (lots @ \$150)	
140 Lots	\$21,000.00
TOTAL	\$21,000.00

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

\$26,250.00

Jeremy Couch, P.E.
Tampa Civil Design



The seal is circular with a double-line border. The outer ring contains the text 'JEREMY COUCH' at the top, 'LICENSE' at the bottom, and 'STATE OF FLORIDA' on the left and right sides. The center of the seal contains 'No. 70658' and 'PROFESSIONAL ENGINEER' with a star on the right. A blue signature is written over the seal.

RUSKIN RESERVE SOUTH

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 32 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK: _____ PAGE: _____

DEDICATION:

The undersigned, as owner of the lands depicted herein, does hereby dedicate this plat of Ruskin Reserve South for record. Further, the owner does hereby dedicate to public use the easements and reservations designated on the plat as "public". The undersigned further makes the following dedications and reservations:

Fee interest in Tracts "B", "C", "D" and "E" is hereby reserved by the owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat for the benefit of the lot owners within the subdivision. Said tracts are not dedicated to the public and will be privately maintained.

Said Tracts "B", "C", "D" and "E" and all private easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of tracts, parcels, and private easements, if any, reserved by the owner will be the responsibility of the owner, its assigns, and its successors in title.

The Private Driveway Easements are hereby reserved by the owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

The private roads and rights of way shown hereon as Tract "B" are not dedicated to the public but are hereby reserved by owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat. The lot owners in this development as described hereon, as access for ingress and egress of lot owners and their guests, shall not be restricted from ingress and egress will extend to lot owners within all phases and units, both existing and future, of this development.

Owner hereby grants to Hillsborough County government and all providers of fire emergency, emergency medical, mail, package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services, a non-exclusive easement over, across and under the private roads and rights of way within Tract "B" as shown hereon for ingress and egress for the performance of their official duties.

Owner does hereby grant to Hillsborough County and all providers of street lights, telephone utilities, electric utilities, water and sanitary sewer utilities, internet service providers and cable television utilities, and other public and the construction, maintenance, and operation of underground utilities.

Owner does hereby grant to providers of telephone, electric, cable television and cable data, water and sanitary sewer utilities, and other public and quasi-public utilities, a non-exclusive access easement over and across and a non-exclusive utility easement over, across and under the private roads and private rights-of-way within Tract "B" and the areas designated hereon as utility easements for ingress and egress and for the construction, maintenance, and operation of utilities and related purposes as designated by owner for the benefit of the lot owners herein.

OWNER:

JDC Ruskin Reserve, LLC, a Florida limited liability company
 By: RS-JDC Fund I, LLC, a Florida limited liability company, its Manager
 By: AJ-DJ Stokes, LLC, a Florida limited liability company, its Manager
 Ayoud Jabdo, Manager

WITNESS SIGNATURE _____ WITNESS PRINT _____
 WITNESS SIGNATURE _____ WITNESS PRINT _____

ACKNOWLEDGEMENT:

STATE OF _____)
 COUNTY OF _____)
 I, _____, do hereby certify that on _____, 20____, I personally appeared _____, known to me to be the person whose name and address are set forth in the foregoing instrument, and that he executed the foregoing instrument for the uses and purposes therein expressed, and did not have any duress.

NOTARY PUBLIC:

NAME _____ (S/U)
 STATE _____
 TITLE OR RANK _____
 SERIAL NUMBER, F.A.M. _____
 MY COMMISSION EXPIRES: _____

DESCRIPTION:

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 8, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 8; thence N 89°26'08"W, 1158.60 feet along the Southerly boundary line of the Southeast 1/4 of the Northeast 1/4 of Section 8; thence N 00°28'23"E, 82.82 feet to the Northerly right-of-way line of S.R. 674 (COLLEGE AVE.) and the POINT OF BEGINNING; thence N 00°28'23"E, 132.35 feet along the easterly boundary line of the property described in Official Records Book 5432, Page 570 of the Public Records of Hillsborough County, Florida to the Northeast corner of said property described in Official Records Book 5432, Page 570; thence N 89°36'22"W, 161.94 feet along the Northerly boundary line of said property to the Westerly boundary line of the Southeast 1/4 of the Northeast 1/4; thence N 00°53'24"E, 1138.45 feet along said Westerly boundary line to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 8; thence S 89°29'11"E, 1314.98 feet along the Northerly boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 8 to the Westerly right-of-way line of 12th STREET S.E.; thence S 00°07'22"W, 1103.59 feet along said Westerly right-of-way line to the Northeast corner of that property described in Official Records Book 2094, page 985 of the Public Records of Hillsborough County, Florida; thence N 89°16'22"W, 475.40 feet along the Northerly boundary line of said property to the Westernmost corner thereof; thence N 22°28'02"W, 266.07 feet along the Northerly boundary line of that property described in Official Records Book 3822, Page 600 of the Public Records of Hillsborough County, Florida, to the Northernmost corner thereof; thence N 58°44'32"W, 217.60 feet along the Northerly boundary line of that property described in in Official Records Book 3061, Page 833 of the Public Records of Hillsborough County, Florida to the Northeast corner thereof; thence S 00°18'35"W, 524.78 feet along the Westerly boundary line of said property described in in Official Records Book 3061, Page 833 to the Southwest corner thereof, said point being on the Northerly right-of-way line of S.R. 674 (COLLEGE AVENUE); thence N 89°29'48"W, 403.52 feet along said Northerly right-of-way line to the POINT OF BEGINNING.

Containing 33.58 Acres, more or less.

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.
 _____ DATE _____
 _____ DATE _____

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMANCE. THE REVIEWED BY _____ HAS NOT BEEN IMPROVED.

 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE # _____
 SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA:

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT DEPICTED HEREON COMPLETLY COMES WITHIN THE PROVISIONS OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
 BY _____ CLERK OF CIRCUIT COURT
 THIS _____ DAY OF _____, 20____, AT _____, FLORIDA.
 _____ DEPUTY CLERK
 CLERK FILE NUMBER _____

SURVEYOR'S CERTIFICATE:

I, _____, SURVEYOR, CERTIFY THAT THE PLATED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED. THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE. THAT PERMANENT REFERENCE MONUMENTS (TMS) WERE SET ON THE _____ DAY OF _____, 20____, AS SHOWN HEREON. APPROVED WITH CONDITIONS OF FINANCING.

SCOTT R. FOWLER, L.S. 5188
 FLORIDA REGISTERED SURVEYOR
 LANDMARK ENGINEERING & SURVEYING CORPORATION
 10000 W. GULF ROAD, TAMPA, FLORIDA 33619
 CERTIFICATE OF ADOPTION No. LP 3919

NOTICE: THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IS THE OFFICIAL VERSION OF THE SUBDIVIDED LANDS. ANY OTHER VERSIONS OF THIS PLAT, INCLUDING ANY EDITIONS, REVISIONS, OR AMENDMENTS, SHALL BE UNLAWFUL UNLESS THEY ARE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY. ANY REVISIONS TO THIS PLAT MUST BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

6515 Palm River Road Tampa, Florida 33610
 (813) 821-7841 (813) 664-1832 (fax)
 www.landmark.com L.S. # 3913

Sheet 1 of 10

RUSKIN RESERVE SOUTH

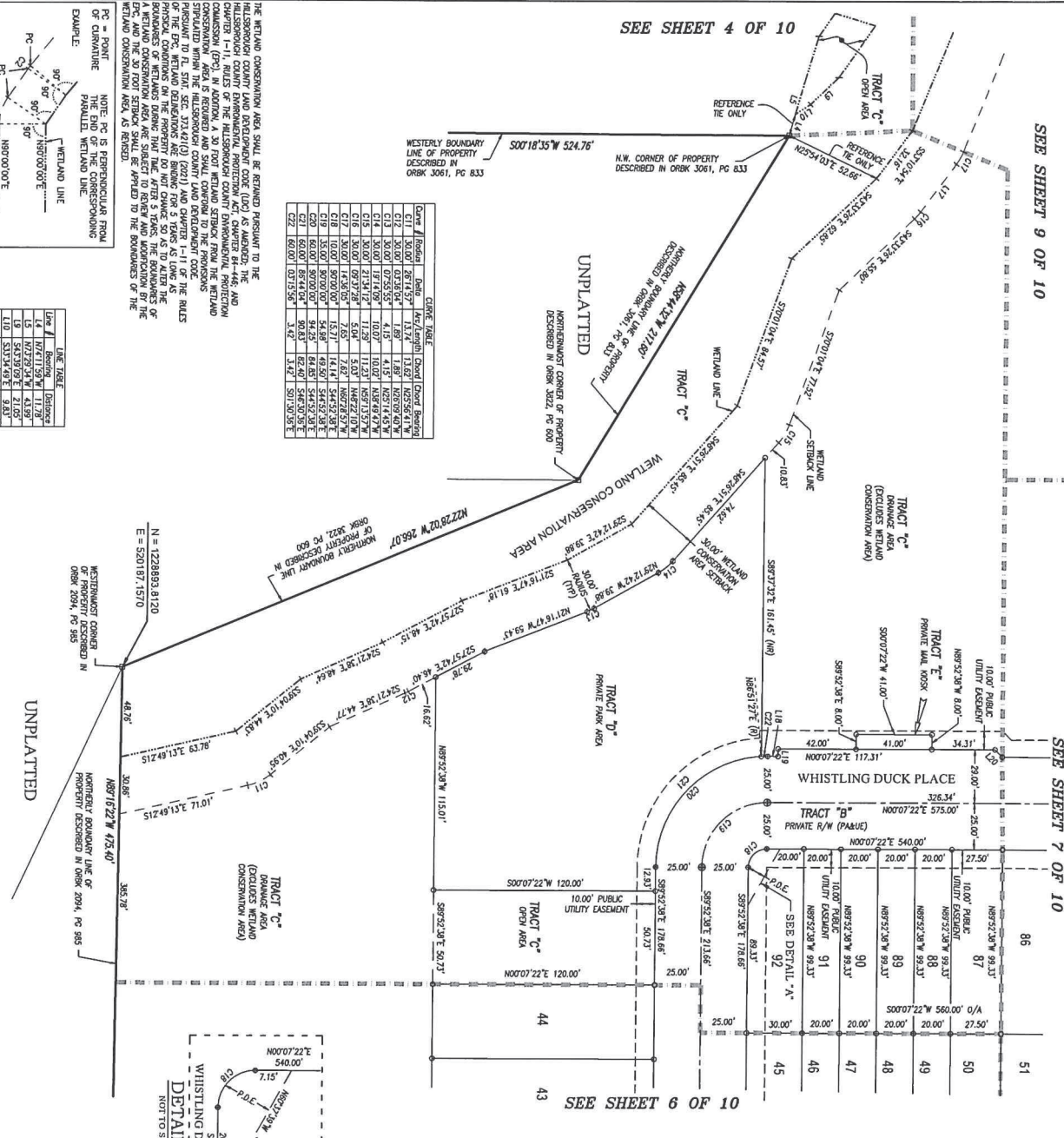
A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 32 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

SEE SHEET 9 OF 10

SEE SHEET 7 OF 10

SEE SHEET 6 OF 10

SEE SHEET 4 OF 10



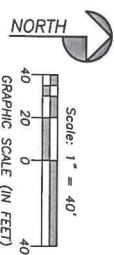
Curve #	Radius	Delta	Chord	Length	Chord Bearing
C11	30.00'	287.1457°	1.74'	11.82'	N25°52'54.14"W
C12	30.00'	02°38'04"	1.87'	1.89'	N25°52'54.14"W
C13	30.00'	17°14'02"	10.02'	10.02'	N25°52'54.14"W
C14	30.00'	17°14'02"	10.02'	10.02'	N25°52'54.14"W
C15	30.00'	21°34'12"	11.29'	11.29'	N59°13'57.81"W
C16	30.00'	09°37'28"	5.84'	5.84'	N46°22'10.71"W
C17	10.00'	90°00'00"	10.00'	10.00'	N46°22'10.71"W
C18	10.00'	90°00'00"	10.00'	10.00'	N46°22'10.71"W
C19	10.00'	90°00'00"	10.00'	10.00'	N46°22'10.71"W
C20	60.00'	90°00'00"	60.00'	60.00'	S45°52'53.86"E
C21	60.00'	90°00'00"	60.00'	60.00'	S45°52'53.86"E
C22	60.00'	03°13'58"	3.42'	3.42'	S01°30'33.75"E

THE WETLAND CONSERVATION AREA SHALL BE RETAINED PURSUANT TO THE HILLSBOROUGH COUNTY ZONING ORDINANCE (COE (L)D) AS AMENDED, THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION (EPC), IN ADDITION, A 30 FOOT WETLAND SETBACK FROM THE WETLAND BOUNDARIES SHALL BE MAINTAINED AND SHALL BE CONSIDERED TO BE PROVISIONS STIPULATED WITHIN THE HILLSBOROUGH COUNTY ZONING ORDINANCE PURSUANT TO FL. STAT. SEC. 37.14(1)(3) (2021) AND CHAPTER 1-11 OF THE RULES OF THE EPC. WETLAND DELINEATIONS ARE BOUND FOR 5 YEARS AS LONG AS THE BOUNDARIES OF WETLANDS REMAIN THAT THE WETLANDS ARE SUBJECT TO A WETLAND CONSERVATION AREA ARE SUBJECT TO REVISION AND MODIFICATION BY THE EPC, AND ONE-FOOT SETBACK SHALL BE APPLIED TO THE BOUNDARIES OF THE WETLAND CONSERVATION AREA AS REQUIRED.

PC = POINT
NOTE: PC IS PERPENDICULAR FROM THE END OF THE CORRESPONDING PARALLEL WETLAND LINE.
EXAMPLE:

WETLAND SETBACK LINE CURVE DETAIL
NOT TO SCALE

Line #	Bearing	Distance
1	N45°13'14.71"W	41.75'
2	N45°13'14.71"W	41.75'
3	S45°52'53.86"E	21.65'
4	S45°52'53.86"E	21.65'
5	S45°52'53.86"E	21.65'
6	S45°52'53.86"E	21.65'
7	S45°52'53.86"E	21.65'
8	S45°52'53.86"E	21.65'
9	S45°52'53.86"E	21.65'
10	S45°52'53.86"E	21.65'
11	S45°52'53.86"E	21.65'
12	S45°52'53.86"E	21.65'
13	S45°52'53.86"E	21.65'
14	S45°52'53.86"E	21.65'
15	S45°52'53.86"E	21.65'
16	S45°52'53.86"E	21.65'
17	S45°52'53.86"E	21.65'
18	S45°52'53.86"E	21.65'
19	S45°52'53.86"E	21.65'
20	S45°52'53.86"E	21.65'



SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

- C/A = CENTERLINE
- C24 = CERTIFIED CORNER RECORD
- C/E = CURVED EXISTENT
- D/E = DRAINAGE EXISTENT
- D/P = DRAINAGE PROJECTION
- F/C = FOUND CONCRETE MONUMENT
- F/M = FOUND METAL MONUMENT
- F/W = FOUND WOOD MONUMENT
- F/N = FOUND NON-FERROUS MONUMENT
- F/P = FOUND PINE NAIL
- F/R = FOUND ROUND NAIL & DISK
- F/S = FOUND SQUARE NAIL & DISK
- F/T = FOUND TYPICAL
- N/A = NON-FOUND
- N/D = NORTH AMERICAN DATUM 1983
- N/S = NOT TO SCALE
- O/S = OTHER SURFACE WATER
- O/R = OTHER RECORDS
- O/W = OTHER WATER
- P/A = PROPOSED PLANT PROTECTION
- P/E = PRIVATE DRAINAGE EXISTENT
- P/C = POWER OF CONDEMNATION
- P/P = PERMANENT CONTROL POINT
- P/R = PERMANENT REFERENCE
- R/L = RAILROAD
- R/M = RAILROAD MONUMENT
- S/C = SOUTH-CENTRAL-NAUTICAL
- S/E = SOUTH-EAST
- S/W = SOUTH-WEST
- S/N = SOUTHWEST FLORIDA WATER SHEDD = SOUTHWEST FLORIDA WATER SHEDD
- T/P = TOP OF TANGENCY ON CURVE
- T/R = TYPICAL

NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SURVEY MONUMENT OR OTHER UTILITY STRUCTURE AND IT CAN NOT BE SET, FOUR (4) REFERENCE POINTS ARE SET ESTABLISHING TWO DIAGONAL INTERSECTIONS IN THE P.C.P. LOCATION. P.C.P. LOCATION TOP (TYPICAL)

P.C.P. REFERENCE DIAGRAM NOT TO SCALE

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Engineering & Surveying Corporation
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www.landmark.com | L.B. # 3915



Hillsborough County
PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Ruskin Reserve South
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	6503
HCPS Project ID Number	SC-954
Parcel / Folio Number(s)	056731.0000
Project Location	College Avenue & 12 th Street SE, Ruskin
Dwelling Units & Type	96 Single-Family Attached (SFA) & 44 Single-Family Detached (SFD)
Applicant	D. R. Horton, Inc.

School Concurrency Analysis				
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	20	9	13	42

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 (DSC-954), the terms of which were recorded on May 3, 2023. The Applicant contributed funds on August 23, 2024, in the amount of \$814,165.00 thereby satisfying the requirement to construct 9 Middle, and 13 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: glorimar.belangia@hcps.net
P: 813.272.4228

September 3, 2024
Date Issued