**SUBJECT:** 

Sentosa Riverview Retail Phase 2

**DEPARTMENT:** 

Development Review Division of Development Services Department

**SECTION:** 

Project Review & Processing

**BOARD DATE:** 

June 7, 2022

**CONTACT:** 

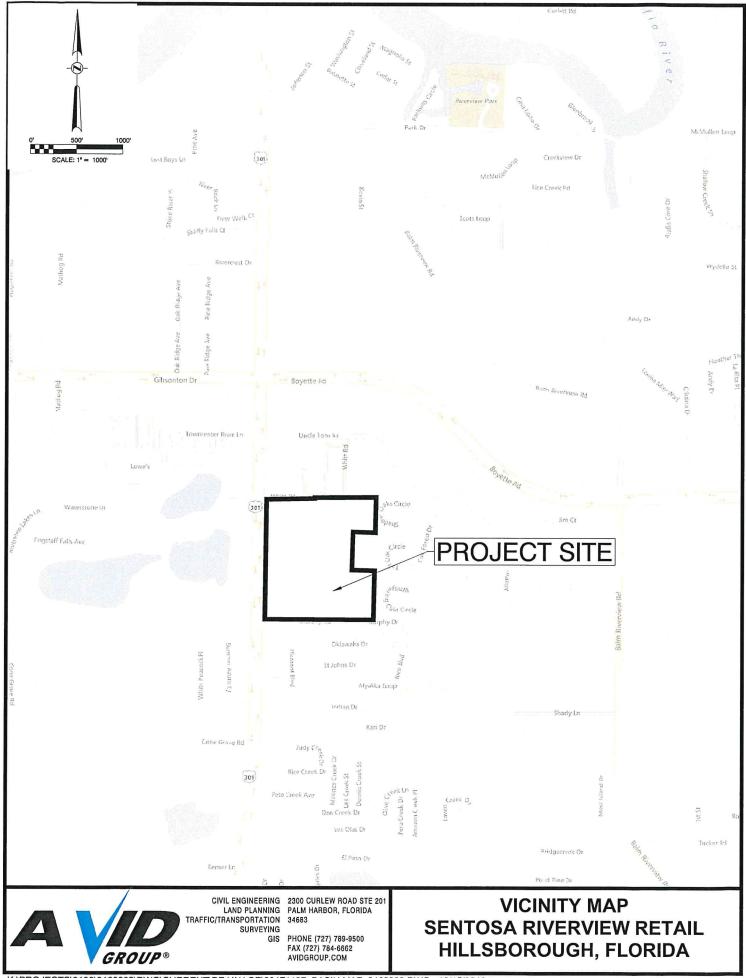
Lee Ann Kennedy

#### **RECOMMENDATION:**

Accept the plat for recording for Sentosa Riverview Retail Phase 2, located in Section 20, Township 30, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (watermain extension) 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 \$143,981.25, a Warranty Bond in the amount of \$11,518.50, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$2,500.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

#### **BACKGROUND:**

On July 17, 2020, Permission to Construct Prior to Platting was issued for Sentosa Riverview Retail Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Sentosa Riverview Owner, LLC and the engineer is Avid Group.



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

This Agreement made and entered Sentosa Riverview OWner, LLC	into this		fter referred			betweer
Hillsborough County, a political subdivision	of the State					
	1	<u> Witnesseth</u>				
WHEREAS, the Board of Cour Development Code, hereinafter referred to Florida Statutes; and						
WHEREAS, the LDC affects the subc	livision of lar	nd within the	unincorporate	d areas of Hi	illsborough Cou	ınty; and
WHEREAS, pursuant to the LDC, Hillsborough County, Florida, for approval a, he	ınd recordati	ion, a plat of		nown as Ser	•	
WHEREAS, a final plat of a subdivapproved and recorded until the Subdivide be installed; and			-			
WHEREAS, the improvements requiplest under guarantees posted with the Cou		DC in the Sub	odivision are to	be installed	d after recorda	tion of said
WHEREAS, the Subdivider has or Development Services Department drawing roads, streets, grading, sidewalks, stormw easements and rights-of-way as shown on LDC and required by the County; and	gs, plans, spo ater drainag	ecifications ar e systems, w	nd other inform ater, wastewat	nation relati er and recla	ng to the constaimed water sy	truction, of ystems and
WHEREAS, the Subdivider agree platted area; and	es to build	and const	ruct the afor	ementioned	improvemen	its in the
WHEREAS, pursuant to the LDC, improvements for maintenance as listed be					t, upon comp	letion, the
Roads/Streets	X Water I	Mains/Service	es	Stormy	water Drainage	Systems
Sanitary Gravity Sewer Systems	Sanitar	y Sewer Distr	bution System	Bridge	S	
Reclaimed Water Mains/Services	Sidewa	lks				
Other:						
hereafter referred to as the "County	Improveme	nts"; and				
WHEREAS, the County required the defects in workmanship and materials and a				100		

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

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 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.

1 of 5 06/2021

- The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Eight (8) 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, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty the County Improvements 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 County 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 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
	order of				
b.	A Performance Bond, number <u>02437</u>				
	04/25/2022	with			
	Sentosa Riveerview Owner, LLC	as Princi	pal, and		
	Berkley Insurance Company	as Suret	y, or		
	A Warranty Bond, number				
	-	with			
		as Suret	y, or		
c.	Cashier/Certified Checks, number _		dated _		
	anddated				
	deposited by the County into a non- upon receipt. No interest shall be received by the County pursuant to	interest be paid to the	earing escro Subdivide	w acco	ount

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 the 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.

2 of 5 06/2021

- 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 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 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 County Improvement facilities 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 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 years from the date of 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 Review Division of the 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.

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	ecuted this Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Edmi Eulutin	By
Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
Edwin Ecclestone	Joe Dicristina
Printed Name of Witness	Name (typed, printed or stamped)
Thursellhimmy	President
Witness Signature	Title
Bryan Kinsey	One Town Center Road, Suite 600, Boca Raton FL 33486
Printed Name of Witness	Address of Signer
	305-525-2987
	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
Ву:	Ву:
Deputy Clerk	Chair
	APPROVED BY THE COUNTY ATTORNEY

This document contains the entire agreement of these parties. It shall not be modified or altered except in

14.

writing signed by the parties.

Approved As To Form And Legal Sufficiency.

Sufficiency.

#### **Representative Acknowledgement**

STATE OF FLORIDA

#### **COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by me	eans of 🔀 physical presence or 🗌 online notarization, this	
day of	2 by Joe Dicritina as	
(day) (month) (year)	(name of person acknowledging)	
AUTHORIZED for SEA	ITOJA RIVERVIEW OWNER, UC	
No. 100 Cont. 100 Cont.	me of party on behalf of whom instrument was executed)	
Personally Known OR Produced Identification  Type of Identification Produced	(Signature of Notary Public - State of Florida)  OMAR KLEM  (Print, Type, or Stamp Commissioned Name of Notary Public)	<u> </u>
OMAR KIEM Notary Public - State of Florida Commission # HH 182337 My Comm. Expires Oct 13, 2025 Bonded through National Notary Assn.	(Commission Number) (Expiration Date)	<u> </u>
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH		
The foregoing instrument was acknowledged before me by me	eans of $\square$ physical presence or $\square$ online notarization, this	
day of,	, by (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)	<b>-</b> 3
(Notary Seal)	(Commission Number) (Expiration Date)	-

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#### SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we Sentosa Riverview Owner, LLC 1 Town Center Rd Suite 600, Boca Raton, FL 33486 called the Principal, and Berkley Insurance Company 1250 E Diehl Rd., Suite 200 Naperville, IL 60563 called the Surety, are held and firmly bound unto **BOARD** OF COUNTY **COMMISSIONERS** OF HILLSBOROUGH COUNTY. FLORIDA, in the One Hundred Forty Three Thousand Nine Hundred Eighty One & 25/100(\$ 143,981.25 ) 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 established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision 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 improvements in connection with the platting of the Sentosa Riverview Retail II \_\_\_\_\_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

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

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 Sentosa Riverview Retail II
	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 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 Eight (8 )months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
В.	If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;
	LIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FECT UNTIL March 7, 2023
SIGNED, SEA	LED AND DATED this25thday ofApril, 20_22
ATTEST:  STEVEN DO	Sentosa Riverview Owner, LLC  By  Principal  Joe D. Caisting
ATTEST:	Berkley Insurance Company Surety Seal
Alexa Costello	Stephen T. Kazmer, Attorney-In-Pact Seal
	ADDROVED BY THE COUNTY ATTORNEY

2 of 2

Approved As To Form And Legal Sufficiency.

06/2021

State of Illinois} } ss. County of DuPage }

On April 25, 2022, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of Berkley Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

JENNIFER J. MCCOMB

Commission No. 721282

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore; Stephen T. Kazmer; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; Sinem Nava; or Martin Moss of HUB International Midwest Limited of Downers Grove, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25thday of July 2019 Attest: Berkley Insurance Company NSURANCE ORPOR4 SEAL Jeffrey M. Hafter Ira S. Lederman Executive Vice President & Secretary Viçe President OFLAWARE

STATE OF CONNECTICUT COUNTY OF FAIRFIELD

SEAL) 1975

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of 2019 , by Ira S. Lederman July and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT respectively, of Berkley Insurance Company.

MY COMMISSION EXPIRES

APHIL 30, 2024

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Amerikants attached, is in full force and effect as of this date.

W Vincent P. Forte

Notary Public, State of Connecticut

2022

Bond No. 0243780

#### **SUBDIVISION WARRANTY BOND - ON SITE**

KNOW ALL MEN BY THESE PRESENTS, that we Sentosa Riverview Owner, LLC

1 Town Center Rd Suite 600, Boca Raton, FL 33486called the Principal, and Berkley	Insurance Company
1250 E Diehl Rd., Suite 200 Naperville, IL 60563 called the Surety, are held an	d firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA	<b>A,</b> in the sum of
Eleven Thousand Five Hundred Eighteen & 50/100 (\$ 11,518.50 ) Dollars for	the payment of which
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, fir	mly by these presents.
WHEREAS, the Board of County Commissioners of Hillsborough County has established	ad cubdivision reculations
pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County	
as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into	
Warranty Bond; and	and made a part of this
WHEREAS, these subdivision regulations affect the subdivision of land within the	unincorporated areas of
Hillsborough County; and	
WHEREAS, the Principal has made the request that the Board of County Commi	issioners of Hillsborough
County accept the following improvement facilities for maintenance in the approx	
known as Sentosa Riverview Retail II The improvement facilities	
hereafter referred to as the "Improvements" are as follows: Watermain Extension Improve	
	_; and
WHEREAS, the aforementioned subdivision regulations require as a condition	of accontance of the
Improvements that the Principal provide to the Board of County Commissioners of Hillsborough	
the Improvements for a definite period of time in an amount prescribed by the aforementioned	
and	a subdivision regulations,
WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regu	
"Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agrees	ment require the Principal
to submit an instrument warranting the above-described improvements; and	
WHEREAS, the terms of said Subdivider's Agreement are by reference, her	reby, incorporated into
and made a part of this Warranty Bond.	
NOW THEREFORE THE COMPLETIONS OF THIS COLLEGITION ARE SHOWN THAT	
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:	
A. If the Principal shall warrant for a period of two years following the date of acceptance	of the Improvements for
maintenance by the Board of County Commissioners of Hillsborough County, in the app	roved platted subdivision
known as Sentosa Riverview Retail IIagainst failure, deteriorat	ion, 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 co	× ==/
specifications contained in the Subdivision Regulations established by the Board of C	
Hillsborough County, and;	,

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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL March 7, 2025

SIGNED, SEALED AND DATED this 25th	lay of _April, 20_22	
ATTEST:		
	Sentosa Riverview Owner, LLC	
Principal Signature Joe D. Ceistina	(Seal)	
Stephen T. Kanna	Berkley Insurance Company	
Stephen T. Kazmer, Attorney-in-Fact Surety Signature	(Seal)	
ATTEST:		
Alexa Costello		

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

State of Illinois}
} ss.
County of DuPage }

On <u>April 25, 2022</u>, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Stephen T. Kazmer</u> known to me to be Attorney-in-Fact of <u>Berkley Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

Jennifer J. McComb. Notary Public

OFFICIAL SEAL
JENNIFER J. McCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Commission No. 721282

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore; Stephen T. Kazmer; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; Sinem Nava; or Martin Moss of HUB International Midwest Limited of Downers Grove, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS V	WHEREOF, the Company has caused these presents	to be signed and attested by its appropriate officers and its
corporate seal he	ereunto affixed this 25thday of July	2019
SEAL 1975 OFLAWARE	Attest:  By  Ira S. Lederman  Executive Vice President & Secretary	Berkley Insurance Company  By July M. Hafter  Senior Vice President
STATE	OF CONNECTICUT )	

COUNTY OF FAIRFIELD

SEAL) & 1975

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of 2019 , by Ira S. Lederman July and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT Y COMMISSION EXPIRE respectively, of Berkley Insurance Company. Notary Public, State of Connecticut

APHIL 30, 2024

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attaches to attached, is in full force and effect as of this date.

Vincent P. Forte

2022

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

	greement made rview Owner, LL	and entered into thisday of, 20, by and between
		.C, hereinafter referred to as the "Subdivider" and all subdivision of the State of Florida, hereinafter referred to as the "County."
	,,	Witnesseth
WHED	EAS the Bee	
		rd of County Commissioners of Hillsborough County has established a Land er referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177,
Florida Statute		is referred to as LDC pursuant to the authority contained in chapters 125, 165 and 177,
		acts the subdivision of land within the unincorporated areas of Hillshorough County, and
		ects the subdivision of land within the unincorporated areas of Hillsborough County; and
		to the LDC, the Subdivider has submitted to the Board of County Commissioners
Sentosa River		Florida, for approval and recordation, a plat of a subdivision known as (hereafter referred to as the "Subdivision"); and
WHER	EAS, a final	plat of a subdivision within the unincorporated area of Hillsborough
		oved and recorded until the Subdivider has guaranteed to the satisfaction of
the County tha	at lot corners wi	ll be installed; and
WHER	EAS, the lot cor	ners required by Florida Statutes in the Subdivision are to be installed after recordation of
said plat unde	r guarantees po	sted with the County; and
WHER	EAS, the Subdivi	der 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
		ord said plat, and to gain acceptance for maintenance by the County of the aforementioned
	-	and County agree as follows:
1.	The terms, con	ditions and regulations contained in the LDC, are hereby incorporated by reference and
	made a part of	this Agreement.
2.	The Subdivide	r agrees to well and truly build, construct and install in the Subdivision, within
	Twelve	(12) months from and after the date that the Board of County
		approves the final plat and accepts the performance bond rendered pursuant to paragraph
	3, below, all lot	corners as required by Florida Statutes.
3.		agrees to, and in accordance with the requirements of the LDC does hereby deliver to
		instrument ensuring the performance of the obligations described in paragraph 2, above,
	specifically ider	
	a.	Letter of Credit, number, dated,
		withby order of,
	L	
	b.	A Performance Bond, number <u>0243781</u> dated, <u>4/25/2022</u> with
		Sentosa Riverview Owner, LLCas Principal, and
		Berkley Insurance Company as Surety, or
	c.	Escrow ageement, dated, between,
	<b></b>	and the County, or
	c.	Cashier/Certified Check, number, dated,
		which shall be deposited by the County into a non-interest bearing

1 of 4 06/2021

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.

2 of 4 06/2021

IN WITNESS WHEREOF, the parties hereto have executed	this Agreement, effective as of the date set forth above
ATTEST:	Subdivider:
Edri Enlette	By
Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
Edwin Eccles tone Printed Name of Witness	Toe Di Cristina  Name (typed, printed or stamped)
Barrelli	Presiden +
Witness Signature	Title
Brown Kinser	One Town Center Rd, Rosses Suite 600 Born Raton, FL 33496
Printed Name of Witness	Address of Signer
	305-525-2987
	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  Approved As To Form And Legal Sufficiency.

3 of 4

#### **Representative Acknowledgement**

STATE OF FLORIDA

#### COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged be	fore me by me	ans of 🔌 physical presence or 🔲	online notarization, this
lD_day ofMax	, 2022	by Loe Dia	-time as
(day) (month)	(year)	(name of person a	
AUTHORITED	_ for _ SE	NTOSA RIVERVIEW	owner, uc
(type of authority,e.g. officer, trustee, attorney in fact)	(nam	e of party on behalf of whom instrument v	was executed)
Personally Known OR Produced Ident  Type of Identification Produced	ification _ 	(Signature of Notary Pu	blic - State of Florida)  White issioned Name of Notary Public)
OMAR KIEM Notary Public - State of Florida Notary Seahmission # HH 182337 My Comm. Expires Oct 13, 2025 Bonded through National Notary Assn.  Individual Acknowledgement	· · · · · · · · · · · · · · · · · · ·	(Commission Number)	- OCH 13 2025 (Expiration Date)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH			
The foregoing instrument was acknowledged be	fore me by mea	ans of $\square$ physical presence or $\square$	online notarization, this
day of		, by	•
(day) (month)	(year)	(name of person ac	knowledging)
Personally Known OR Produced Ident	ification _		
		(Signature of Notary Pul	olic - State of Florida)
Type of Identification Produced			
	-	(Print, Type, or Stamp Comm	issioned Name of Notary Public)
(Notary Seal)	,	(Commission Number)	(Expiration Date)

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That	we Sentosa F	Riverview Owner, LLC
1 Town Center Rd Suite 600, Boca Raton, FL 33486	called the P	Principal, and Berkley Insurance Company
1250 E Diehl Rd., Suite 200, Naperville, IL 60563		ety, are held and firmly bound unto th
BOARD OF COUNTY COMMISSIONERS OF HILLSBO	ROUGH COUNTY,	FLORIDA, in the sum of
Two Thousand Five Hundred and 00/100	(\$ <u>2,500.00</u>	) Dollars for the payment of which sun
well and truly to be made, we bind ourselves, ou	r heirs, executors,	, administrators, and successors, jointly an
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 Sentosa Riverview Retail II 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 06/2021

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

accepts this performance bond; and

SIGNED, SEALED AND DATED this 25th day of April

A. If the Principal shall well and truly build, construct, and install in the platted area known as Sentosa Riverview Retail II

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 twelve (12) months from the date that the Board of County Commissioners approves the final plan 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  $\frac{March\ 7,\ 2023}{}$ 

13	7,0111	
ATTEST:	Sentosa Riverview BY:	Owner, LLC
STEVEN DOUGHERTY	PRINCIPAL SOE	(SEAL) D. CRISTING
	Berkley Insurance (	Company
	SURETY	(SEAL)
ATTEST:	StephonT	· Karme
Alexa Costello	Stephen T. Kazmer, Attorney-	in-Fact (SEAL)

APPROVED BY THE COUNTY ATTORNEY

2022

Approved As To Form And Legal

Sufficiency.

Manual

2 of 2

State of Illinois}
} ss.
County of DuPage }

On <u>April 25, 2022</u>, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Stephen T. Kazmer</u> known to me to be Attorney-in-Fact of <u>Berkley Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

Jennifer J. McComb. Notary Public

OFFICIAL SEAL
JENNIFER J. McCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Commission No. 721282

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore; Stephen T. Kazmer; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; Sinem Nava; or Martin Moss of HUB International Midwest Limited of Downers Grove, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25thday of July Attest: Berkley Insurance Company NSURANCE ORPORAT SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Executive Vice President & Secretary Viçe President OFLAWARE

STATE OF CONNECTICUT COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of 2019 , by Ira S. Lederman July and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT respectively, of Berkley Insurance Company. MY COMMISSION EXPIRES

APHIL 30, 2024

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Ansthat the attached, is in full force and effect as of this date.

SEAL BURNEY (September of the Company, this 25th day of SEAL)

2022

Vincent P. Forte

Notary Public, State of Connecticut

#### **SURETY BOND RIDER**

To be attached to and form	a part of Bond No.	0243781
----------------------------	--------------------	---------

Effective: March 11, 2022

Bond Amount: \$2,500.00

Executed by: Sentosa Riverview Owner, LLC as Principal

and by Berkley Insurance Company as Surety

in favor of Board of County Commissioners of Hillsborough County, Florida Obligee

in consideration of the mutual agreements herein contained, the Principal and Surety hereby consent to **Revise Expiration Date** as follows:

From: March 7, 2023

To: July 7, 2022

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed and Sealed: May 11, 2022

Sentosa Riverview Owner, LLC

Principal By:

Berkley Insurance Company

Surety

By: Stophon

Stephen T Kazmer, Attorney-in-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

State of Illinois}
} ss.
County of DuPage }

On <u>May 11, 2022</u>, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Stephen T. Kazmer</u> known to me to be Attorney-in-Fact of <u>Berkley Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

Jennifer J. McComb, Notary Public

OFFICIAL SEAL
JENNIFER J. MCCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Commission No. 721282

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore; Stephen T. Kazmer; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; Sinem Nava; or Martin Moss of HUB International Midwest Limited of Downers Grove, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to	
corporate seal hereunto affixed this 25thday of July 20	19
1850000	erkley Insurance Company
& ORPORAL OF	y Jeffry tr. Hoffm
Executive Vice President & Secretary	Jeffrey M. Hafter Senior Vice President
STATE OF CONNECTICUT)	
) ss:	
COUNTY OF FAIRFIELD )	
Sworn to before me, a Notary Public in the State of Connecticut, this 2	5th day of July , 2019, by Ira S. Lederman

and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT
MY COMMISSION EXPIRES

Notary Public, State of Connecticut APHIL 30, 2024

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attached, is in full force and effect as of this date.

Sapon Cive under my hand and seal of the Company, this 11th day of May

SEAL 1975

Vincent P. Forte

2022

#### **Sentosa Riverview Apartments**

Hillsborough County, Florida

#### **Outparcel Watermain Extension**

Engineer's Opinion of Probable Construction Costs January 26, 2022

Item	Unit	Qty	ι	Jnit Price	Total
Watermain					
Remove Ex. 6" Plug / Connect New 6" DIP	EA	2	\$	1,050.00	\$ 2,100.00
16" Dia. Steel Casing (0.25" Min. Wall Thickness)	LF	36	\$	100.00	\$ 3,600.00
6"x16" Casing Spacer	EA	5	\$	270.00	\$ 1,350.00
6"x16" End Seals	EA	2	\$	270.00	\$ 540.00
6" DIP CL 50 (Polywrapped)	LF	1,240	\$	43.00	\$ 53,320.00
Utility Tunneling through Tree Save Areas	LF	180	\$	55.00	\$ 9,900.00
6"x6" MJ Tee w/ Megalugs	EA	5	\$	730.00	\$ 3,650.00
6"x2" Double Strap Tapping Saddle	EA	1	\$	280.00	\$ 280.00
6" 90° MJ Bend w/ Megalugs	EA	2	\$	585.00	\$ 1,170.00
6" 45° MJ Bend w/ Megalugs	EA	8	\$	555.00	\$ 4,440.00
6" Gate Valve w/ Box & Megalugs	EA	6	\$	1,325.00	\$ 7,950.00
Fire Hydrant Assembly	EA	1	\$	5,020.00	\$ 5,020.00
6" Plug (Future Service / Marked at Surface	EA	4	\$	325.00	\$ 1,300.00
Locator Ball	EA	5	\$	45.00	\$ 225.00
2" Water Service Stub Out to 76 Store (Saddle / 2" Curb Stop / 2" Corp Stop / Box)	EA	1	\$	1,725.00	\$ 1,725.00
6" Joint Restraints	EA	62	\$	175.00	\$ 10,850.00
Chlorine Injection Point	EA	2	\$	370.00	\$ 740.00
Sample Point	EA	2	\$	395.00	\$ 790.00
Locate Wire / Detection Tape	LS	1	\$	2,385.00	\$ 2,385.00
Testing	LS	1	\$	3,850.00	\$ 3,850.00
				Subtotal	\$ 115,185.00

**TOTAL:** 

\$ 115,185.00

#### NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

Charles E. Potter, P.E. PE # 84516



This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

1		
FORREST EXCAVATING, INC.		
14400 Black Lake Road		
Odessa, Florida 33556		
Phone: 813-336-4999		
Fax: 813-336-4996		
12/6/2021		-
Summit Contracting Group, Inc.		
7565 Baymeadows Way		
Jacksonville, FL 32256		
Attn: Randy McKnight		
Re: Sentosa Riverview - Hillsboroug	h	
Change Order #015 - Outparce	l Watermain Extension	
CHANGE ORDER #015:	Generated per Civil Rev: 08.24.21	

		Unit	Unit Price	Amount
Remove Ex. 6" Plug / Connect New 6" DIP	2	EA	\$1,050.00	\$ 2,100.00
16" Dia. Steel Casing (0.25" Min. Wall Thickness)	36	LF	\$100.00	\$ 3,600.00
6"x16" Casing Spacer	5	EA	\$270.00	\$ 1,215.00
6"x16" End Seals	2	EA	\$270.00	\$ 540.00
6" DIP CL 50 (polywrapped)	1,240	LF	\$43.00	\$ 53,320.00
Utility Tunneling through Tree Save Areas	180	LF	\$55.00	\$ 9,900.00
6"x6" MJ TEE w/ megalugs	5	EA	\$730.00	\$ 3,650.00
6"x2" Double Strap Tapping Saddle	1	EA	\$280.00	\$ 280.00
6" 90° MJ Bend w/ megalugs	2	EA	\$585.00	\$ 1,170.00
6" 45° MJ Bend w/ megalugs	8	EA	\$555.00	\$ 4,440.00
6" Gate valve w/ box & megalugs	6	EA	\$1,325.00	\$ 7,950.00
Fire Hydrant Assembly	1	EA	\$5,020.00	\$ 5,020.00
6" Plug (Future Service / Marked at Surface)	4	EA	\$325.00	\$ 1,300.00
Locator Ball	5	EA	\$45.00	\$ 225.00
2" Water Service Stub out to 76 Store	1	EA	\$1,725.00	\$ 1,725.00
(Saddle / 2" Curb Stop / 2" Corp Stop / Box)				
6" Joint Restraints	62	EA	\$175.00	\$ 10,850.00
Chlorine Injection Point	2	EA	\$370.00	\$ 740.00
Sample Point	2	EA	\$395.00	\$ 790.00
Locate Wire / Detection Tape	1	LS	\$2,385.00	\$ 2,385.00
Testing	1	LS	\$3,850.00	\$ 3,850.00

CHANGE ORDER #015 SUBTOTAL			\$	115,050.0
PAYMENT & PERFORMANCE BOND		1.50%	\$	1,725.
CO#015 GRAND TOTAL			\$	116,775.
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	1.40			
			1	
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			-	
·				
				-

#### **Sentosa Riverview Apartments**

Hillsborough County, Florida

#### **Outparcel Watermain Extension**

Engineer's Opinion of Probable Construction Costs January 26, 2022

Item	Unit Qty		Qty Unit Pri		e Total	
Survey						
Lot Corners	EA	4	\$	500.00	\$	2,000.00
				Subtotal	\$	2,000.00

#### TOTAL COST WITH 25% CONTINGENCY (TOTAL X 125%): \$ 2,500.00

#### NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

Charles E. Potter, P.E. PE # 84516



This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

# SENTOSA RIVERVIEW RETAIL

A RE-PLAT OF COMMERCIAL TRACT 2 OF THE PLAT OF SENTOSA RIVERVIEW
AS RECORDED AS PLAT BOOK 140, PAGE 282 IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA
ALSO BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20,
TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

PAGE

SHEET 1 OF

SENTOSA RIVERVIEW RETAIL 2

# DESCRIPTION:

ALL OF COMMERCIAL TRACT Z. SENTOSA, RIVERVEW AS RECORDED IN PLAT BOOKHAP, AGE 282 OF THE PEBLIC RECORDS OF HILLSGORDOL COUNTY, TORIDA AND BEING A PORTION OF SOUTHWEST 1/4 SECTION AD. TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSGORDUGH COUNTY, TORIDA, DEBNG ADORS AND COUNTY, TORIDA AND C

SECOND REJACT THE INTERSECTION OF SOUTHWEST CONNER OF COMMERCIAL TRACE? AS STROCK INFERRITY AS RECORDED IN PLAT BOOK 410, PAGE 252 OF THE FURLY RECORDS, OF HILSBROUND COUNTY FLORIDA, AND THE EASTERN RIGHT OF WAY OF IS HIGHWAY 201 (STATE ROAD 43) (200 FOOT RIGHT OF WAY) AS SHOWN ON FLORIDA STROCK OF THE HIGHEST OF THE PAGE 34 ON THE FACE 100, 1113660, SECTION 10010—2288 DATED 5/2/85, THENCE LOWER 1003735\* CAST ALONG THE SAUDERN RIGHT OF WAY OF IS HIGHWAY 201 (FOR 400.35 EET 170 THE HITSECTION OF THE EASTERN RIGHT OF WAY OF IS HIGHWAY 201 FOR 400.35 EET 170 THE HITSECTION OF THE SAUTHERN RIGHT OF WAY OF IS HIGHWAY 201 FOR 400.35 EET 170 THE HITSECTION OF THE SAUTHERN RIGHT OF WAY OF SAUD SHAPEN AND AND THE SAUTHERN RIGHT OF WAY OF SAUD SHAPEN AND AND THE FORD OF SAUDER AND AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND THE FORT SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND THE CHART SAUTH AND A CHART OF WAY OF SAUDER AND A SHOWN ON THE AFORESAUD PLATE THE TAM OF THE ROBAT AND A CHART AND A

CONTAINING 109,916.12 SQUARE FEET OR 2.5233 ACRES, MORE OR LESS.

# SURVEYOR'S NOTES:

1. BEARNOS ARE BASED UPON THE EAST RIGHT OF WAY LINE OF SOUTH US HIGHWAY 301 BEING MORTH OOSTY35" EAST AS ESTABLISHED BASED ON STATE PLANE COORDINATES WEST ZONE NAD B3 (2011) ADJUSTMENT

2 ALL PANTED PUBLIC UTULY EXERDITIS SHALL PROVOE PHY SUC EXERDITY SHALL ALSO BE EXERCISED OF THE CONSTRUCTION. HOWEVER, NO SICH CONSTRUCTION, WESTLANDO OF COALE TELEVISION SERVICES AND SERVICES PROVOED HOWEVER, NO SICH CONSTRUCTION, WESTLANDO OF COALE TELEVISION SERVICES SHALL WITERERS WITH HE EXCIT A COALE TELEVISION COMPANY DAMAGES THE FAULTIES OF A PUBLIC UTULY, IT SHALL BE EXCIT A COALE TELEVISION COMPANY DAMAGES THE FAULTIES OF A PUBLIC UTULY, IT SHALL BE EXCLIT A COALE THE SOURCE SHALL BE FAULTIES OF A PUBLIC UTURY, IT SHALL BE EXCLIT A COALE THE COALE OF THE DAMAGES, HIS SECTION SHALL NOT PAPTY TO THOSE PANY TO THE COALEY PANY TO

3. Subdivision paíts by no liejais represent a detenbination on whether properties will on will not flood. Also within the Boundards of this path may or any not bee subject to flooding. The develophent services division of Hillsdorough County has information regarding flooding and estimations on develophent.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

S. STATE PLANE COORDINATES ARE BASED FROM FLORIDA PERMANENT REFERENCE NETWERK THEY MERE STARLINED MAIN DOS LISING MULTIPE (ASSENTIONS CONSISTING OF MARE THAN THREE STATUNES THAN DEPENDENT AND VERREID THROUGH MATIONAL GEODETIC SURVEY MORIZONTAL CONTROL STATUNG "GEORM AND BING" NAD 83 (2011) ADJUSTMENT. THE COORDINATES ARE INTENDED FOR INFORMATIONAL FURPOSES ONLY.

# DEDICATION:

THE UNDERSIONED, SENTOSA RIVERVIEW OWNER, LLC, A DELAWARE LIMITED LABILITY COMPANY, AS 'OWNER' OF THE LANDS PLATTED HERRIN DOES HEREBY DEDICATE THIS PLAT OF "SENTOSA RIVERVIEW RETAIL 2"FOR RECORD. FURTHER, THE OWNER DOES HERBEY DEDICATE TO PUBLIC USE ALL STREETS, ROADS, RIGHTS—OF—WAY AND EASEMENTS DESIGNATED ON THE PLAT AS PUBLIC." THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

FEE INTEREST IN COMMERCIAL TRACT 2A AND COMMERCIAL TRACT 2B IS HEREBY RESERVED BY OWNER, SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE MAINTAINED BY THE OWNER, ITS SUCCESSORS AND ASSIGNS.

THE MAINTEMANCE OF OWNER-RESERVED TRACTS AND AREAS AND PRIVATE EASEMENTS RESERVED BY OWNER WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND THEIR SUCCESSORS IN TITLE.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT OF WAY AS SHOWN HEREON.

THE PUBLIC WATER EASEMENT IS HEREBY DEDICATED TO HILLSBOROUGH COUNTY, FLORIDA FOR THE BENEFIT OF THE PUBLIC FOR NON-EXCLUSIVE USE FOR PUBLIC WATER UTILITIES.

# OWNER:

SENTOSA RIVERVIEW OWNER, LLC A DELAWARE LIMITED LIABILITY COMPANY

NAME: JOHN CHISTE VICE PRESIDENT

PRINT NAME:

PRINT NAME:

ACKNOWLEDGMENT TO OWNER: STATE OF FLORIDA )
) SS

COUNTY OF HILLSBOROUGH)

THE FORECOING INSTRUMENT WAS ACKNOWNEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENTS OR ONLINE NOTABILATION THIS DAY 2021, BY JOHN CHISTE AS WICE PRESIDENT OF SENTOSA RIVERYEW OWNER, LLC, A DELAWARE LMITED LIABILITY COMPANY, WICE PRESIDENT OF THE COMPANY, WHO TO ME OR HAS PRODUCED ON BEHALF OF THE COMPANY, WHO AS IDENTIFICATION.

MY COMMISSION NUMBER: NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA 34683
PHONE (727) 789-9500
FAX (727) 784-6662 TATE OF FLORIDA AUTHORIZATION NUMBER OR SURVEYING AND MAPPING LB #7345

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL OFF THE SUBDIVIDED LANDS DESCRIBED HERRIN AND MILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE EADDITIONAL, RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OF WILL NOT FLOOD, LAID WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE DEVELOPMENT SERVICES DIVISION HAS INFORMATION FEARADING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRPERSON DATE

PLAT APPROVAL:

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

REVIEWED BY:

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE #

SURVEYING SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA:

I HEREBY CERTIFY THAT THIS SUBDIMISION PLAT MEETS
THE REQUIREMENTS. IN FORM, OF CHAPTER 177 PART I
OF FLORIDA STATUTES, AND HAS BEEN FILED FOR
RECORD IN PLAT BOOK THE PAGE OF THE
PUBLIC RECORDS OF HILLSBORDUGH COUNTY, FLORIDA

THE PUBLIC RECORDS OF MILLSBORDUGH COUNTY OF MILLSBORDUGH COUNTY OF MILLSBORDUGH COUNTY OF MILLSBORDUGH

CLERK OF CIRCUIT COURT

DEPUTY CLERK DAY OF 2021.

CLERK FILE NUMBER

JRVEYOR'S CERTIFICATION:

THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVISION HAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177. PARTI, FLORIDA STATUTISE, AND THE HILLSGROUGH COUNTY LAND DEVELOPMENT CODE; AND THAT PERMANENT RETERENCE MOUNDENTS (FRMS) WERE SET ON THE 22 DAY OF JULY, 2021, AS SHOWN HEREON; AND THAT THE 22 DAY OF JULY, 2021, AS SHOWN HEREON

DATE

DONN L. WABY, PIS.

FLORIDA PROFESSIONAL LAND
SURVEYOR VO. 4270
AVID SEGUIP
2300 CURLEW ROAD, SUITE 201
PALM HARBOR, FLORIDA 34683
SURVEYING AND MAPPING LB# 7345

