

SUBJECT: Sherwood Manor Phase 3C **PI#4097**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 7, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Sherwood Manor Phase 3C, located in Section 17, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water 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 \$272,225.19, a Warranty Bond in the amount of \$57,972.04 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements.

School Concurrency was approved based on a Developer Agreement and a payment of \$174,900.00 was made on September 7, 2023.

BACKGROUND:

On May 2, 2023, Permission to Construct Prior to Platting was issued for Sherwood Manor Phase 3C, after construction plan review was completed on April 3, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is SM-Ruskin Development, LLC, and the engineer is Hamilton Engineering & Surveying, LLC.



VICINITY MAP

NTS



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between SM-Ruskin Development, 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 Sherwood Phase 3C, hereafter referred to as 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 such improvements will be installed; and

WHEREAS, the improvements required by the LDC in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of 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, 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 improvements in the platted area; and

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

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Roads/Streets | <input checked="" type="checkbox"/> Water Mains/Services | <input checked="" type="checkbox"/> Stormwater Drainage Systems |
| <input checked="" type="checkbox"/> Sanitary Gravity Sewer Systems | <input type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges |
| <input type="checkbox"/> Reclaimed Water Mains/Services | <input type="checkbox"/> Sidewalks | |
| <input type="checkbox"/> Other: _____ | | |

hereafter referred to as the "County Improvements"; and

WHEREAS, the County required 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 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.

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 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 _____ by order of _____,
 - b. A Performance Bond, number 5073412 dated, August 23, 2023 with SM-Ruskin Development, LLC as Principal, and Great American Insurance Company as Surety, or
A Warranty Bond, number 5073413 dated, August 23, 2023 with SM-Ruskin Development, LLC as Principal, and Great American Insurance Company as Surety, or
 - c. Cashier/Certified Checks, number _____, dated _____ and _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of 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.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 24th day of August, 2023.

ATTEST:

Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

Printed Name of Witness

Witness' Signature

Printed Name of Witness

SUBDIVIDER: SM-Ruskin Development, LLC

By: _____
Authorized Corporate Officer or Individual

Nicholas J. Dister

Name (typed, printed or stamped)

Authorized Representative

Title

111 S. Armenia Ave., Suite 201, Tampa, FL 33609

Address of Signer

(813) 610-1718

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 24th day of August, 2023, by Nicholas J. Dister as Authorized Representative of SM-Ruskin Development, LLC. He/she is personally known to me or has produced _____ as identification.

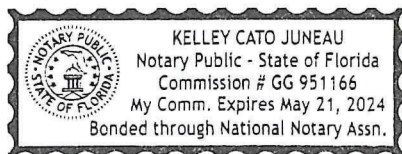
My Commission Expires: May 21, 2024

My Commission Number: GG951166

NOTARY PUBLIC

Kelley Cato Juneau

Print Name




ATTEST:
CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY
BY 
Approved As To Form And Legal
Sufficiency.

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we SM-Ruskin Development, LLC, called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Two Hundred Seventy-Two Thousand Two Hundred Fifty-Five Dollars and Nineteen Cents (\$272,255.19) 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 Chapter 163 and Chapter 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, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction of water, wastewater, streets, drainage and other necessary 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 for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Sherwood Phase 3C, subdivision all, water, wastewater, streets, drainage and other necessary 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 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 JUNE 7, 2024.

SIGNED, SEALED AND DATED this 23rd day of August, 2023.

ATTEST:

[Signature]

SM-Ruskin Development, LLC

BY:

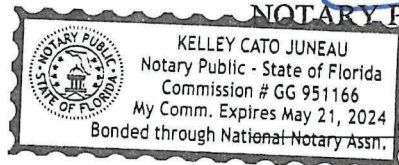
[Signature]
PRINCIPAL

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 24th day of August, 2023,
by NICHOLAS J. DISTER as Authorized Representative of SM-Ruskin Development, LLC. He/she is
personally known to me or has produced [Signature] as identification.

NOTARY PUBLIC



My Commission Expires:
My Commission Number:

Great American Insurance Company

SURETY

(SEAL)

ATTEST:

Helena Beam

[Signature]
ATTORNEY-IN-FACT

(SEAL)

Mary Martha Langley

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

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

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

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

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Susan A Kohorst

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

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

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

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

Signed and sealed this 23rd day of August, 2023.

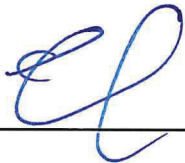


Stephen C. Beraha

Assistant Secretary

SHERWOOD PHASE 3C
Engineer's Certification of Total Cost and Quantities

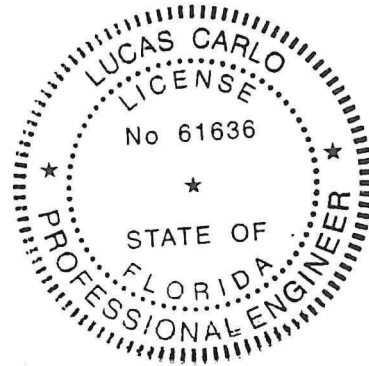
STREETS AND DRAINAGE.....	\$ 209,937.65
SANITARY SEWER COLLECTION.....	\$ 5,410.00
WATER DISTRIBUTION SYSTEM:	\$ 2,432.50
TOTAL:	\$ 217,780.15
125% PERFORMANCE BOND AMOUNT:	\$ 272,225.19



10/4/23

Lucas Carlo, P.E.
Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325



SHERWOOD PHASE 3C

STREETS & DRAINAGE

Sherwood Phase 3C

Item Description	Estimated Quantity	Unit	Unit Price		Total Price
1 1/2" Asphaltic Surface Course (Type SP-12.5)	1509.00	SY	\$	19.25	\$ 29,048.25
6" Crushed Concrete Base Course	1509.00	SY	\$	17.25	\$ 26,030.25
12" Stabilized Subgrade	1509.00	SY	\$	9.35	\$ 14,109.15
Miami Curb	1357.00	LF	\$	19.50	\$ 26,461.50
4" Thick Concrete Sidewalk Non-Reinforced (5' Wide)	2407.00	LF	\$	39.00	\$ 93,873.00
Striping and Signage	1.00	LS	\$	8,876.00	\$ 8,876.00
Storm Sewer Testing	1099.00	LF	\$	10.50	\$ 11,539.50
TOTAL for Streets & Drainage					\$ 209,937.65

SANITARY SEWER COLLECTION

Sherwood Phase 3C

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sanitary Sewer System Testing	541.00	LF	\$ 10.00	\$ 5,410.00
TOTAL for Sanitary Sewer Collection				\$ 5,410.00

WATER DISTRIBUTION SYSTEM

Sherwood Phase 3C

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pressure Test	695.00	LF	\$ 2.00	\$ 1,390.00
Chlorination/Sampling	695.00	LF	\$ 1.50	\$ 1,042.50
TOTAL for Water Distribution System				\$ 2,432.50

TOTAL **\$217,780.15**

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we SM-Ruskin Development, LLC, called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Fifty-Seven Thousand Nine Hundred Seventy-Two Dollars and Four Cents (\$57,972.04) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and the Hillsborough County Land Development Code, Ordinance 92-05, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (water, wastewater, streets, and stormwater drainage systems) for maintenance in connection with the approved platted subdivision known as Sherwood Phase 3C; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water, wastewater, streets, and stormwater drainage systems) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting such improvements for a definite period of time in an amount as agreed to by the Board of County Commissioners of Hillsborough County and the Principal; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Construction and Warranty of Required Improvements", the terms improvements; and

WHEREAS, the terms of said Subdivider's Agreement, which are by reference, incorporated into and made a part of this Warranty Bond, provide that the Principal shall warrant the above-described improvements for a period of two (2) years.

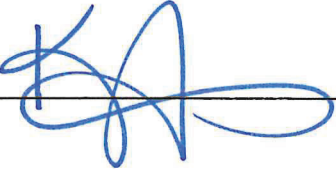
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A.** If the Principal shall warrant for a period of two (2) years following the date of acceptance of the water, wastewater, streets, and stormwater drainage systems improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as Sherwood Phase 3C, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B.** If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C.** If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 7, 2026.

SIGNED, SEALED AND DATED this 23rd day of August, 2023.

ATTEST:

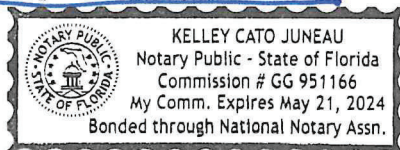


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

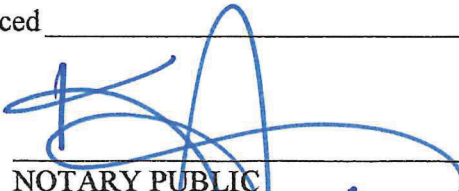
SM-Ruskin Development, LLC

BY: 
PRINCIPAL (SEAL)

The foregoing instrument is hereby acknowledged before me this 24th day of August, 2023, by NICHOLAS J. DISTER as Authorized Representative of SM-Ruskin Development, LLC. He/she is personally known to me or has produced _____ as identification.

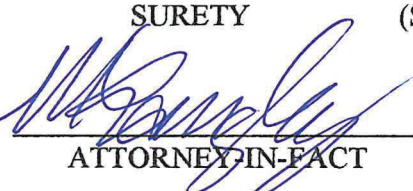



My Commission Expires:
My Commission Number:


NOTARY PUBLIC
KELLEY CATO JUNEAU
Print Name

ATTEST:

Helena Biam

Great American Insurance Company
SURETY (SEAL)

ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY
BY 
Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

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

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

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

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Susan A. Kohorst

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

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

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

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

Signed and sealed this 23rd day of August, 2023



Stephen C. Beraha

Assistant Secretary

SHERWOOD PHASE 3C
Engineer's Certification of Total Cost and Quantities

STREETS AND DRAINAGE.....	<u>\$ 423,386.15</u>
SANITARY SEWER COLLECTION.....	<u>\$ 74,798.00</u>
WATER DISTRIBUTION SYSTEM:	<u>\$ 81,536.25</u>
TOTAL:	<u>\$ 579,720.40</u>
10% WARRANTY BOND AMOUNT:	<u>\$ 57,972.04</u>



2/17/23

Lucas Carlo, P.E.
Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

SHERWOOD PHASE 3C

STREETS & DRAINAGE

Sherwood Phase 3C

Item Description	Estimated Quantity	Unit	Unit Price		Total Price
1 1/2" Asphaltic Surface Course (Type SP-12.5)	1509.00	SY	\$ 19.25	\$	29,048.25
6" Crushed Concrete Base Course	1509.00	SY	\$ 17.25	\$	26,030.25
12" Stabilized Subgrade	1509.00	SY	\$ 9.35	\$	14,109.15
Miami Curb	1357.00	LF	\$ 19.50	\$	26,461.50
4" Thick Concrete Sidewalk Non-Reinforced (5' Wide)	2407.00	LF	\$ 39.00	\$	93,873.00
Striping and Signage	1.00	LS	\$ 8,900.00	\$	8,900.00
15" RCP CL III	261.00	LF	\$ 69.00	\$	18,009.00
18" RCP CL III	85.00	LF	\$ 86.00	\$	7,310.00
24" RCP CL III	397.00	LF	\$ 105.00	\$	41,685.00
36" RCP CL III	356.00	LF	\$ 210.00	\$	74,760.00
36" Mitered End Section	1.00	EACH	\$ 6,400.00	\$	6,400.00
Type I Curb Inlets	4.00	EACH	\$ 6,000.00	\$	24,000.00
Type C Ditch Bottom Inlet	2.00	EACH	\$ 5,125.00	\$	10,250.00
Type D Ditch Bottom Inlet	1.00	EACH	\$ 7,250.00	\$	7,250.00
Concrete Endwalls	2.00	EACH	\$ 6,000.00	\$	12,000.00
Type P Storm Manhole	2.00	EACH	\$ 4,950.00	\$	9,900.00
Modify Existing Structures	2.00	EACH	\$ 3,000.00	\$	6,000.00
Type "T" Turnaround	1.00	EACH	\$ 3,150.00	\$	3,150.00
Handrail (FDOT Index 515)	50.00	LF	\$ 85.00	\$	4,250.00
Storm Sewer Testing	1099.00	LF	\$ 10.50	\$	11,539.50
TOTAL for Streets & Drainage					\$ 423,386.15

SANITARY SEWER COLLECTION*Sherwood Phase 3C*

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
8" PVC	541.00	LF	\$ 53.00	\$ 28,673.00
Standard Manhole	3.00	EACH	\$ 6,950.00	\$ 20,850.00
Connect to Existing Sanitary System	1.00	EACH	\$ 4,000.00	\$ 4,000.00
Single Sewer Service Connection	5.00	EACH	\$ 1,165.00	\$ 5,825.00
Double Sewer Service Connection	8.00	EACH	\$ 1,255.00	\$ 10,040.00
Sanitary Sewer System Testing	541.00	LF	\$ 10.00	\$ 5,410.00
TOTAL for Sanitary Sewer Collection				\$ 74,798.00

WATER DISTRIBUTION SYSTEM*Sherwood Phase 3C*

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Connect to Existing 6" WM	1.00	EACH	\$ 5,975.00	\$ 5,975.00
Temporary Construction Meter	1.00	EACH	\$ 6,500.00	\$ 6,500.00
6" PVC	695.00	LF	\$ 49.25	\$ 34,228.75
6" Gate Valve and Box	1.00	EACH	\$ 3,525.00	\$ 3,525.00
6" MJ Fittings	4.00	EACH	\$ 665.00	\$ 2,660.00
Fire Hydrant Assembly	1.00	EACH	\$ 7,550.00	\$ 7,550.00
6" Temporary Blow Off Assembly	1.00	EACH	\$ 2,285.00	\$ 2,285.00
Single Service (Short)	1.00	EACH	\$ 900.00	\$ 900.00
Single Service (Long)	2.00	EACH	\$ 1,125.00	\$ 2,250.00
Double Service (Short)	6.00	EACH	\$ 1,250.00	\$ 7,500.00
Double Service (Long)	3.00	EACH	\$ 1,410.00	\$ 4,230.00
PVC Sleeve	100.00	LF	\$ 15.00	\$ 1,500.00
Pressure Test	695.00	LF	\$ 2.00	\$ 1,390.00
Chlorination/Sampling	695.00	LF	\$ 1.50	\$ 1,042.50
TOTAL for Water Distribution System				\$ 81,536.25

TOTAL**\$579,720.40**



TAMPA OFFICE
3409 w. lemon street
tampa, fl 33609
813.250.3535

ORLANDO OFFICE
775 warner lane
orlando, fl 32803
407.362.5929

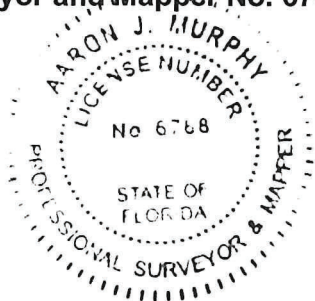
SURVEYOR'S CERTIFICATION

I, Aaron J. Murphy, hereby certify that I am associated with the firm of Hamilton Engineering and Surveying, LLC, which has been retained by SM-Ruskin Development, LLC.

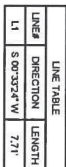
I certify that I have been functioning as the Surveyor of Record for Sherwood Phase 3C. I hereby certify that all Lot Corners have been set (as shown on said plat) and flagged for ease of location as of October 2, 2023.

Signed and Sealed this 3rd day of October, 2023.

Aaron J. Murphy, P.S.M.
Florida Professional Surveyor and Mapper No. 6768



BEING A REPLAT OF TRACT B AND TRACT K AND A PARTIAL REPLAT OF ACE OUTLAW AVENUE OF BROOKSIDE ESTATES PHASE 3 AS RECORDED IN PLAT BOOK 139, PAGE 209 AND A REPLAT OF LOT 176 OF RUSKIN COLONY FARMS AS RECORDED IN PLAT BOOK 5, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALL LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA



CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	50.00	89.32° 11"	70.42	75.64
C2	75.00	29.40° 32"	114.53° 46"	37.15
C3	75.00	31.27° 16"	149.37° 46"	40.65
C4	75.00	29.24° 23"	130.53° 46"	41.17
C5	75.00	89.32° 11"	105.64	111.20
C6	25.00	89.32° 11"	35.21	38.07

DETAIL, "A"
NOT TO SCALE

BLOCK 1

24

23

10.00' UE

60.00'

3.09'

10.00' UE

ACE OUTLAW AVENUE

TRACT RW

RIGHT-OF-WAY

(PUBLIC)

DETAIL, "B"
NOT TO SCALE

BLOCK 1

21

20

10.00' UE

55.00'

0.27'

10.00' UE

ACE OUTLAW AVENUE

TRACT RW

RIGHT-OF-WAY

(PUBLIC)

[illegible]

HAMILTON
ENGINEERING & SURVEYING, LLC

3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

LB #0405 CA #0474
w.HamiltonEngineering, USA

775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.362.5929



Hillsborough County

PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Sherwood Phase 3C
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	4097
HCPS Project ID Number	SC-744
Parcel / Folio Number(s)	055335.0000; 057658.1888
Project Location	6 th Street SE & 16 th Ave SE, Ruskin
Dwelling Units & Type	21 Single-family Detached
Applicant	SM-Ruskin Development, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	5	2	3		10

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-744), the terms of which were recorded on October 4, 2022. The Applicant contributed funds on September 7, 2023 in the amount of \$174,900 thereby satisfying the requirement to construct middle and 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 13, 2023
Date Issued