**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

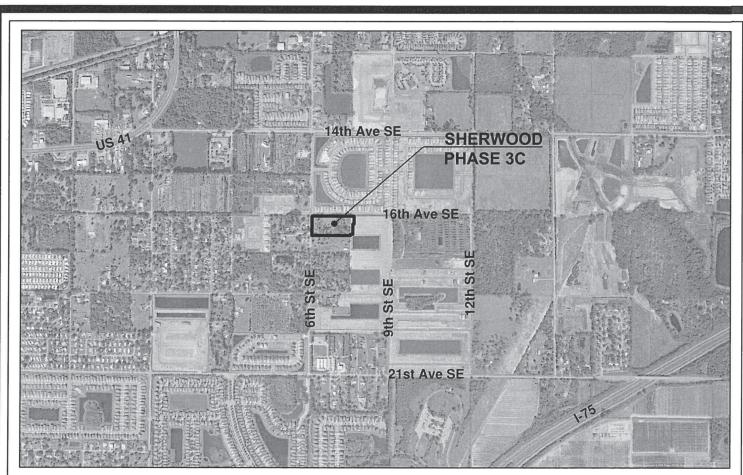
#### **RECOMMENDATION:**

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 SM-Ruskin Development, LLC	l into this		fter referred				eer and
Hillsborough County, a political subdivision							
		Witnesseth					
<b>WHEREAS</b> , the Board of Cou Development Code, hereinafter referred t Florida Statutes; and				*			
WHEREAS, the LDC affects the sub	division of la	nd within the	unincorporate	d areas of Hi	llsborough (	County; an	d
WHEREAS, pursuant to the LDC, Hillsborough County, Florida, for approval, he	and recordat	tion, a plat of		nown as Sher		missioners ———	
WHEREAS, a final plat of a subd approved and recorded until the Subdivide be installed; and							
WHEREAS, the improvements requiplat under guarantees posted with the Cou		LDC in the Sub	odivision are to	be installed	l after recor	dation of s	saic
WHEREAS, the Subdivider has on Development Services Department drawing roads, streets, grading, sidewalks, stormone easements and rights-of-way as shown on LDC and required by the County; and	ngs, plans, sp vater drainag	ecifications a ge systems, w	nd other inforn ater, wastewat	nation relati er and recla	ng to the co imed water	nstruction systems a	n, of
WHEREAS, the Subdivider agreplatted area; and	es to build	d and const	ruct the afor	ementioned	improvem	ents in	the
WHEREAS, pursuant to the LDC, improvements for maintenance as listed be				8	t, upon cor	npletion,	the
X Roads/Streets	Water     ■	Mains/Service	25	<b>⊠</b> Stormv	vater Draina	ge System	S
Sanitary Gravity Sewer Systems	Sanitar	y Sewer Distri	bution System	Bridges	i		
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							

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

- 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		ith by
	order of		_,
b.	A Performance Bond, number 5073412 23, 2023	dated, _August _ with _SM-Ruskin	_
	Development, LLC	as Principal, and Great	_
	American Insurance Company	as Surety, or	
	A Warranty Bond, number <u>5073413</u> 23, 2023	dated, August _with SM-Ruskin	_
	Development, LLC	_ as Principal, and Great	_
	American Insurance Company	as Surety, or	
C.	Cashier/Certified Checks, number anddated		_ be
	deposited by the County into a non-inupon receipt. No interest shall be preceived by the County pursuant to the	nterest bearing escrow accou aid to the Subdivider on fun	

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.

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06/2021

- 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.

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IN WITNESS WHEREOF, the parties hereto have executed these presents, this  $\frac{24^{th}}{t}$  day of August, 2023.

ATTEST	SUBDIVIDER: SM-Ruskin Development, LLC
	Ву:
Witness' Signature (Signed before a Notary Public and 2 Witnesses)	Authorized Corporate Officer or Individual
AUTHN Rus	Nicholas J. Dister
Printed Name of Witness	Name (typed, printed or stamped)
	Authorized Representative
Witness' Signature	Title
Kelley at Vneau	111 S. Armenia Ave., Suite 201, Tampa, FL 33609
Printed Name of Witness	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 the	nis 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	NOTARY PUBLIC
	Kelley Cato Juneau
My Commission Number: GG951166	Print Name
KELLEY CATO JUNEAU Notary Public - State of Florida Commission # GG 951166 My Comm. Expires May 21, 2024 Bonded through National Notary Assn.	1 int ivane

ATTEST: CINDY STUART Clerk of the Circuit Court	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By:

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>SM-Ruskin Development</u>, <u>LLC</u>, called the Principal, and <u>Great American Insurance Company</u> 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 $23^{rd}$ day of August, $20\underline{23}$ .

ATTEST:	SM-Ruskin Development, LLC
	BY: PRINCIPAL (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
my Commission Expires:  KELL Notary Pu Commission My Commission Expires:	before me this 24th day of August, 2023, 1224 Representation of SM-Ruskin Development, LLC. He/she is as identification.  NOT ARY PUBLIC EY CATO JUNEAU blic - State of Florida ssion # GG 951166 Expires May 21, 2024 National Notary Assn.
ATTEST: Helena Blam	Great American Insurance Company SURETY (SEAL)  ATTORNEY-IN-FACT (SEAL) Mary Martha Langley

APPROVED BY THE COUNTY ATTORNEY

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

KNOWALL 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

FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

Address ALL OF TAMPA, FLORIDA Limit of Power ALL \$100,000,000

2019

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

day of

JUNE GREAT AMERICAN INSURANCE COMPANY

Attest

Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

Susan a Kohows

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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

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 Divisonal 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

day of

August



Assistant Secretary

#### **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

Lucas Carlo, P.E.

Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

STREETS & DRAINAGE					
Sherwood Phase 3C					
Item Description	<b>Estimated Quantity</b>	Unit	U	nit Price	<b>Total Price</b>
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 & Drain	nage			\$ 209,937.65

Item Description Sanitary Sewer System Testing	Estimated Quantity 541.00	Unit LF	Uni \$	it Price	\$ Total Price 5,410.00
	TOTAL for Sanitary Sewer			10.00	\$ 5,410.00
WATER DISTRIBUTION SYSTEM					
Sherwood Phase 3C					
Item Description	<b>Estimated Quantity</b>	Unit	Uni	t 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 Distribu	tion Syster	n		\$ 2,432.50

SANITARY SEWER COLLECTION

Sherwood Phase 3C

**TOTAL** 

\$217,780.15

#### WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we <u>SM-Ruskin Development</u>, <u>LLC</u>, <u>called the Principal and Great American Insurance Company</u> 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 <a href="Sherwood Phase">Sherwood Phase</a> <a href="36">3C</a>; 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 <a href="Sherwood Phase 3C">Sherwood Phase 3C</a>, 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 23<sup>rd</sup> day of August, 2023.

ATTEST:	SM-Ruskin Development, LLC
#	BY: PRINCIPAL (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
	s Authorized Representation of SM-Ruskin Development,
KELLEY CATO JUNEAU Notary Public - State of Florida Commission # GG 951166 My Comm. Expires May 21, 2024 Bonded through National Notary Assn.  My Commission Expires: My Commission Number:	NOTARY PUBLIC  NOTARY PUBLIC  Print Name  as identification.
ATTEST: Helena Biann	Great American Insurance Company SURETY (SEAL)  ATTORNEY IN-FACT (SEAL)
	APPROVED BY THE COUNTY ALLORMEY  BY  Approved As To Form And Legal Sufficiency.

#### GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET OCINCINNATI, 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

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

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

My C.B\_

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

OF OHIO, COUNTY OF HAMILION - ss:
On this 18TH day of

Assistant Secretary

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 Lohoust

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 Divisonal 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



Assistant Secretary

#### **Engineer's Certification of Total Cost and Quantities**

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

Lucas Cario, P.E.P. Conscional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

STREETS & DRAINAGE					
Sherwood Phase 3C					
Item Description	<b>Estimated Quantity</b>	Unit	τ	Init Price	<b>Total Price</b>
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 & Dra	inage			\$ 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	<b>Estimated Quantity</b>	Unit	U	Init Price	<b>Total Price</b>
Connect to Existing 6" WM	1.00	<b>EACH</b>	\$	5,975.00	\$ 5,975.00
Temporary Construction Meter	1.00	<b>EACH</b>	\$	6,500.00	\$ 6,500.00
6" PVC	695.00	LF	\$	49.25	\$ 34,228.75
6" Gate Valve and Box	1.00	<b>EACH</b>	\$	3,525.00	\$ 3,525.00
6" MJ Fittings	4.00	<b>EACH</b>	\$	665.00	\$ 2,660.00
Fire Hydrant Assembly	1.00	<b>EACH</b>	\$	7,550.00	\$ 7,550.00
6" Temporary Blow Off Assembly	1.00	<b>EACH</b>	\$	2,285.00	\$ 2,285.00
Single Service (Short)	1.00	<b>EACH</b>	\$	900.00	\$ 900.00
Single Service (Long)	2.00	<b>EACH</b>	\$	1,125.00	\$ 2,250.00
Double Service (Short)	6.00	<b>EACH</b>	\$	1,250.00	\$ 7,500.00
Double Service (Long)	3.00	<b>EACH</b>	\$	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 Distrib	ution Systen	n		\$ 81,536.25

TOTAL \$579,720.40



#### SURVERYOR'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

STATE OF FLOR DA

SURVEYOR.

PLAT BOOK

PAGE.

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

## LEGAL DESCRIPTION:

EISIKA A REPAT OF TRACTIS AND TRACTIS KAND A PARTIAL REPAT OF ACE CUTLAM ANERSIA DE BROOKSIDE EISTATES PANKES LA RECORDED IN PAUT DOOK 128 PAGE 200 AND A REPAT AND FOT 178 OF RUSHIN COLOMY FARIAS AS RECORDED IN PAUT BOOKS, PAGES DO FITE PIBLIC RECORDS OF HILLEROROCHEN COLNTY, FLORIDA, ALL TYMON IN SECTION 17, TOWNSHEY SOUTH, RANGE 19 EAST HILLEROROCHEN COLNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

RECORDED IN PLATEON'S, FARE STORY TO THE COUNTRY NOTITION THORN STORY STATEST, RECORDED IN PLATEON'S, FARE STORY THE COUNTRY NOTITION STATEST, RECORDED IN PLATEON'S, FARE STATEST, AND STA TORA POINT OF REFERENCE. <u>COMMENCE</u> AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 17, THEINER ALIVING THE WEST LINE OF THE NORTH-WESTS 1/4 OF SECTION 17, ORGEN OF STEH AZENIE.
A DISTANCE OF 1300, AFEET TO A POINT LYING ON THE SOUTHEAR RIGHT-DF-MAY OF 16TH AZENIE.

THE ABOVE PARCEL CONTAINING 5.04 ACRES, MORE OR LESS.

### DEDICATION:

THE UNDERSIGNED, AS OWNERGOF THE LANS PAUTED HERRIN DOES HERBRY DEDUCTE THE PAUT OF SHERWOOD PHASE BY DOFF RECORD, THATHER, THE GOWNER DOES HERBRY DEDUCTE TO PHAIL USE ALL BESIGNATION DESIGNATED ON THE PAUT AS THEOLOGY. THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDUCTIONS AND RESERVATIONS.

- TEE INTEREST IN TRACT BIS HERBY RESERVED BY OWNER FOR CONDENANCE TO A HOMEOWNERS' ASSOCIATION, COMMAIN TY DEFELOPMENT DISTRICT, ON OTHER CUSTOOM, MAINTENANCE ENTITY OF SUBSCIDENT TO THE RESCORDING OF THIS THAT, FOR BE ENERT OF THE LOT OWNERS WHITHIN HE SUBDICIOUS TO THE FLOULD AND WILL BE PROVIDED AND THAT IS, MAINTEN, MAINTE KS OF THIS PLAY, FOR THE EMPERT OF THE LOT FOWERS WHICH THE ISOT CERCIANTED THE PAULA NOW MALL BE PROVINCE! WANTINHED. THE RIGHT OF THE PAULA NOW MALL BE PROVINCE! WANTINHED. THE RIGHT OF THE PAULA NOW MACHER WAS THE PAULA FOR WORKER WHICH WAS AND THE PAULATE IS NOT THE LIBERT OF THE WANTE! WANTINHED. DATE OF THE PAULATE IS NOT THE LIBERT OF THE WANTE! WANTINHED. DATE OF THE PAULATE WAS THE LIBERT OF THE PAULATE OF THE PAU
- ISEMENTS ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A JAITON, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODAL, SUBSCULENT TO THE RECORRING OF THIS PLY, FOR THE BENEFIT OF THE LOT UNDIVIDENCE AND WILL BE
- OWES DOZES RIPTIER DEBUNTE TO THE PIBLICH NOSHEDAL ALLOF THE UTILLTY EASEMENTS SHOWN HEREON FOR THE UTILLTY PARPOSES HADDERIAN JAPOSETO. AND THANK HEREON FOR THE UTILLTY PARPOSES HADDERIAN JAPOSETO. AND THE AND THE TO THE PERPOSELDAS TRACTI'ES, AS SHOWN HEREON, EASE HEREON FOR THE SEA HAD THE TO THE PERPOSELLAL USE OF THE PUBLIC AND HADDERIAN HEREON FOR HEREON FOR THE TOWN THE TO THE PERPOSES INCIDENTAL THEREON.

# BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN	DATE	

## PLAT APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177,081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: -LORION PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # SURVEY SECTION, GEOSPATIAL AND LAND ACQUISITION SERVI<mark>CES DEPARTMENT</mark> HILLSBOROUGH COUNTY

# MORTGAGEE: JOINDER AND CONSENT TO DEDICATION

WITHESS (PRINT)	WITNESS	NICK DISTER, AUTHORIZED REPRESENTATIVE
WITNESS (PRINT)	WITNESS	,

ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

\_\_\_ONJINE NOTARIZATION, THIS \_\_\_\_DAY OF \_\_\_\_\_\_, 2023 BY NICK DISTER, AS AUTHORIZED REPRESENTATIVE OF SMAUSKIN DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHAUF OF

TITE

STATE OF FLORIDA CERTIFICATE OF ACCEPTANCE

SHERWOOD COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTS THE CONVEYANCE AND MAINTENANCE RESPONSIBILITIES AS SHOWN HEREON.

WITNESS CARLOS DE LA OSSA, VICE CHAIR WITNESS

MTNESS (PRINT) WITNESS

STATE OF FLORIDA ) SS:

COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES:

ENGINEERING & SURVEYING, LLC

LB #8405 CA #8474
www.HamiltonEngineering.US

775 WARNER LANE ORLANDO, FL 32803 TEL: 407.362.5929

OWNER: SM-RUSKIN DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_PHYSICAL PRESENCE OR

THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED. AS IDENTIFICATION

COUNTY OF SS:

SHERWOOD COMMUNITY DEVELOPMENT DISTRICT, A FLORIDA NOT FOR PROFIT CORPORATION

ACKNOWLEDGEMENT:

COUNTY OF

DISTRICT, NOOMN TO ME OR WHO HAS PRODUCED AS THE PRESON DESCRIBED IN MAN WHO EXECUTED THE PRESCONDED THAN AND WHO EXECUTED THE PRESCONDED THE

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

## PLAT NOTES:

DEPAINOS SHOWN HEREON ARE GRID BASED ON THE A DRIDA WEST TRANSVERSE MERCATOR STATE PLAYE COORDINATE. SYSTEM AWOSADATIMA (2007 ADAUSTRIANT), BOTON THE WEST LINE OF THE NORTHMEST 1/4 OF SECTION 17 HAVING A BEARING OF N 00"30" 24" E.

2) Subdynsion Plats by no Means Represent a determandon on Whether Properties will or Will Not Flood, land with hit be doublanted of the Plat may or many not be easiert to Elocoina; the Edellophem services division has information regarding flooding and restrictings on Depetiorhemen;

9) NOTICE: HAS PLATAS RECORDED INITS GRAPHIC FORM, IS THE GEFICIAL DEFENTION OF THE SURDIVIDED LHAND GESCRIBED HERRIN HAD WILL MOREN HAD ORICH, METHORES BE SUPPLANIED IN AUTHORITY BY AIVY OTHER GRAPHIC OR DIGITAL FORM OF THE FLAT. THERE MAY BE ADDITIONAL THE STRUCTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SERVICES; PROVIDED, HOWEVER, NO SUCH CONS INCUSION OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFAMELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. 9) ALL PATTED UTILITY EASEMENTS SWALL PROVIDE THAT SUCH EASEMENTS SWALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MANTEWAKE, AND OFERATION OF CABLE TELEVISION SERVICES, FROUDED, MAYERLAND, LOUD CONSTRUCTION, INSTALLATION, MANTEWAKE, AND OFERATION OF CABLE TELEVISION SERVICES SWALL INTERFERE WITH THE FACILITIES AND SERVICES OF AMERICAN TELEVISION SERVICES OF AMERICAN THE PROPERTY OF THE PROVINCE ALSO SERVICES OF AMERICAN THE PROPERTY OF THE PROVINCE AND SERVICES OF

S) DRAINAGE EASEIRITIS SHALL NOT CONTAIN ANY PERAMENT IMPROVEMENTS, INCLUDING BIT NOT LIMITED TO SIDEMAUS, SONEMAN'S, IMPERIOUS SIGRECES, PATIOS, DECIS, POOLS, SIA, CONDITIONERS, STRUCTURES, UTILITY SHEED, SPOLES, ENACES, SPRINKLER SYSTEMS, TREES, SHRURS, HEOSES, AND LINDSCAPHOR PANTE OFFER THAN GRASSE, DUCET FOR AUDISCAPINO OF STORMANTER DETERTION AND RETENTION PONDS AS REQUIRED BY THE LIND DEVICE/OPMENT CODE.

8) THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS AND/OR ENCUMBRANCES: 7) THIS PRIVATE SUBDIVISION CONTAINS RIGHTS-OF-WAY, DRAINAGE EASEMENTS, OPEN SPACE AREAS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY

A NOTIE DE FETABLISHEUT OF THE SHERWOOD MANGE COMMANTY DOUBLOWNENT DISTRICT AS RECORDEDIN OFFICIAL RECORDS BOOK 2559, PAGE 1187 OF THE PUBLIC RECORDS OF HLLESDROUGH COUNTY, FLORIDIA.

B. TAMPA ELECTRIC COMPANY EASIMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2359, PAGE 1689 OF THE PUBLIC RECORDS OF PHALSDROUGH COUNTY, FLORIDIA.

## STATE OF FLORIDA CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH

HEBEBY CERTIFY THAT THS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK\_\_\_\_\_, PAGE \_\_\_\_\_, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

CLERK FILE NUMBER DEPUTY CLERK DAY OF , 2023, TIME

CLERK OF CIRCUIT COURT

## SURVEYOR'S CERTIFICATE

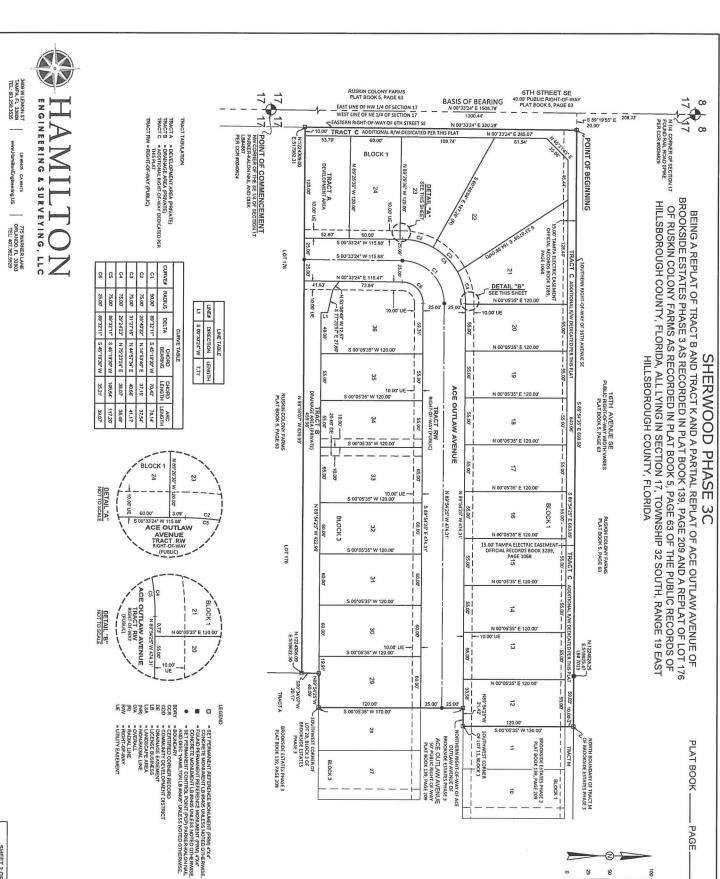
DEVELOPMENT CODE; AND THAT PERMANENT REFERENCE MONUMENTS (PRMs) WERE SET ON THE \_ I. AVGOM, AMPPHY, THE UNDERSIGNED PROFESSIONAL SURVEYOR & AMPPER, HERBY CERTIFY THAY THIS PLATTED SUBDIVISIONITY OF CORRECT RESERVATION OF THE LIAD BEING SUBDIVICED, THAT THIS PLAT WAS PREPARED INJERS AND DRECTION AND SUBERVISION; THAT THIS PLAT COMPUES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER TIT, PARTEL, DEGROES, AND THE SAME DIES HESSIGNOUGH COMPTY (AND THE SURVEY OF THE SUBPERSION OF THE SURVEY OF THE SAME THE SAME THE SUBPROPROJECT OF THE SURVEY OF

JANS WILEWON STREET	CERTIFICATE OF AUTHORIZATION LB #8405	HAMILTON ENGINEERING AND SURVEYING, ILC	FLORIDA PROFESSIONAL SURVEYOR & MAPPER #6768	Aaron J. Murphy, PSM
SESE USC IEIR) IT	ATION LB #8405	ND SURVEYING, LLC	URVEYOR & MAPPER #676	

TAMPA, FLORIDA 33609

FAX (813) 250-3636

SHEET 1 OF 2





#### 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 <sup>th</sup> Street SE & 16 <sup>th</sup> Ave SE, Ruskin		
Dwelling Units & Type	21 Single-family Detached		
Applicant	SM-Ruskin Development, LLC		

	Sc	chool Concurrency Ana	lysis	
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	5	2	3	10

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, <u>Section 5.5.2 Process for Determining School Facilities Concurrency</u>: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the <u>middle and high school</u> Concurrency Service Areas (CSA's) serving this site and the adjacent <u>middle and high school CSA's</u> did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding <u>Proportionate Share Binding Mitigation Agreement (DSC-744</u>), the terms of which were recorded on <u>October 4, 2022</u>. The Applicant contributed funds on <u>September 7, 2023</u> in the amount of \$174,900 thereby satisfying the requirement to construct <u>middle and high school seats</u> 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