

SUBJECT: Glencove at Bay Park Phase 2
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 11, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

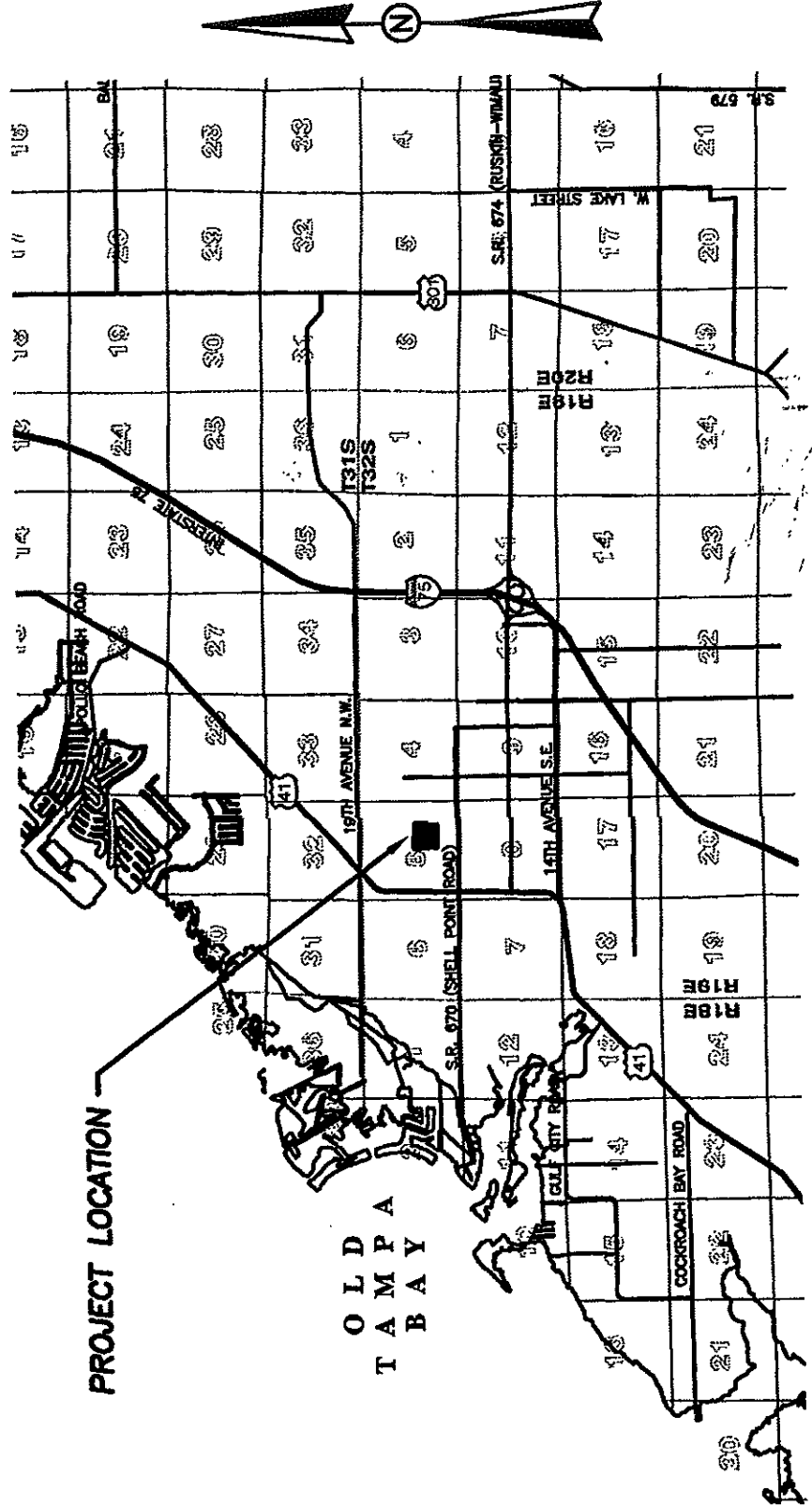
Accept the plat for recording for Glencove at Bay Park Phase 2, located in Section 5, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon 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 \$739,174.38, a Warranty Bond in the amount of \$21,094.84, 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 \$11,562.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On September 13, 2019, Permission to Construct Prior to Platting was issued for Glencove at Bay Park Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Hawk Glencove, LLC and the engineer is Hamilton Engineering & Surveying, LLC.

Glencove at Bay Park Phase 2

VICINITY MAP
1" = 2 MILES



**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement is made and entered into this _____ day of _____, 20____, by and between Hawk Glencove, LLC, a Delaware limited partnership hereinafter referred to as "Owner", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC", pursuant to 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 Owner has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Glencove at Baypark Phase 2; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Owner 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 known as Glencove at Baypark Phase 2 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Owner 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, water, wastewater, 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 Owner agrees to build and construct the aforementioned improvements in the platted area and

WHEREAS, the Owner agrees to cause to be built and constructed the aforementioned improvements in the platted; and

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

<input type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input type="checkbox"/> Stormwater Drainage Systems
<input checked="" type="checkbox"/> Sanitary Gravity Sewer System	<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:

and

WHEREAS, the County requires the Owner to warranty the aforementioned improvements against any defects in workmanship and materials and to correct any such defects which arise during the warranty period as defined in Paragraph 3; and

WHEREAS, the County requires the Owner 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 Owner as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned improvements, the Owner 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 Owner agrees to well and truly build, construct and install in the platted area known as Glencove at Baypark Phase 2, 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, drainage, water and wastewater 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 Development Services Department by the Owner.
3. The Owner agrees to warranty all improvement facilities located in Glencove at Baypark Phase 2, subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County (water & wastewater). The Owner further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. Owner, as the owner of real property within the area to be platted as Glencove at Baypark Phase 2, agrees to cause to be built and constructed the aforementioned improvements in the platted area.
5. The Owner 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 Performance Bond (No. 6213002823), dated 03/26/2021 with Hawk Glencove, LLC as Principal, and United States Fire Insurance Company as Surety, and

A Warranty Bond (No. 6213002841), dated 03/26/21 with Hawk Glencove, LLC as Principal, and United States Fire Insurance Company as Surety, and

Copies of said performance and warranty bonds are attached hereto and by reference made a part hereof.

6. Once construction is completed, the Owner shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
7. Should the Owner 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 Owner 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.

8. In the event the Owner shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Owner 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 Owner to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
9. In the event the Owner shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Owner 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 Owner's failure or neglect to perform.
10. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Glencove at Baypark Phase 2 at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
11. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
12. 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 Review Division of 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. Provided that all applicable provisions of the LDC have been met.
13. In the event that the improvement facilities are completed prior to the end of the six (6) month construction period described in paragraph 2, the Owner 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 Owner shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of 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 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.

14. 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.
15. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 29th day of March, 2021.

ATTEST:

[Signature]
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

Jennifer Barrs
Printed Name of Witness

Aimee Walker Hodge
Witness' Signature

Aimee Walker Hodge

Printed Name of Witness

OWNER: Hawk Glencove, LLC

By: [Signature]
Authorized Corporate Officer or Individual

John Ryan
Name (typed, printed or stamped)

Manager
Title

2502 N. Rocky Point Dr., Suite 1050, Tampa, FL 33607
Address of Signer

(813) 288-8078
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 29th day of March, 2021, by John Ryan as Manager of Hawk Glencove, LLC. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 5/31/21
My Commission Number: GG110330



ATTEST:
HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

[Signature]
NOTARY PUBLIC
Karessa Boyd
Print Name

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY _____
Approved As To Form And Legal Sufficiency.

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hawk Glencove LLC, called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Seven Hundred Thirty Nine Thousand One Hundred Seventy Four and 38/100 Dollars (\$739,174.38) 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, street, 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

Bond No. 6213002823

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 Glencove at Baypark Phase 2 subdivision all, roads, drainage, water and wastewater 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 December 11, 2021.

SIGNED, SEALED AND DATED this 26th day of March, 2021.

ATTEST:

[Signature]
Jennifer Barrs

Hawk Glencove LLC

BY:

[Signature] Manager
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]
Cassandra Baez, Witness

[Signature]
ATTORNEY-IN-FACT (SEAL)
Alexis R. Apostolidis

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 29th day of March, 2021, by John Ryan as Manager of Hawk Glencove, LLC. He/she is personally known to me or has produced _____ as identification.

[Signature]

NOTARY PUBLIC

My Commission Expires: 5/31/21
My Commission Number: 69110330

[Signature]
Karessa Boyd



Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY _____
Approved As To Form And Legal Sufficiency.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 26th day of March, 2021, before me, Brendan Fletcher, the undersigned officer, personally appeared Alexis R. Apostolidis, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Knower, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

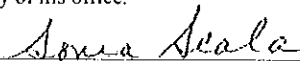


State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala



(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of March 20 21

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn, Senior Vice President



WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Hawk Glencove LLC called the Principal and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Twenty One Thousand Ninety Four and 84/100 Dollars (\$21,094.84) 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 and wastewater) for maintenance in connection with the approved platted subdivision known as Glencove at Baypark Phase 2; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water and wastewater) 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 of which Agreement require the Principal to submit an instrument warranting the above-described 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 and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as Glencove at Baypark Phase 2, 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 December 11, 2023.

Bond No. 6213002841

SIGNED, SEALED AND DATED this 26th day of March 2021.

ATTEST:

[Signature]
Jennifer Barrs

Hawk Glencove LLC

BY: [Signature] Manager
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]
Cassandra Baez, Witness

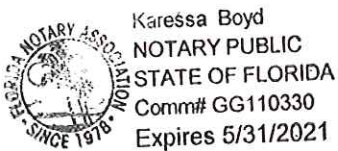
[Signature]
ATTORNEY-IN-FACT (SEAL)
Alexis R. Apostolidis

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 29th day of March, 2021, by John Ryan as Manager of Hawk Glencove LLC. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC
Karessa Boyd
Print Name

My Commission Expires: 5/31/21
My Commission Number: GG110330



APPROVED BY THE COUNTY ATTORNEY
BY [Signature]
Approved As To Form And Legal Sulficiency.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 26th day of March, 2021, before me, Brendan Fletcher, the undersigned officer, personally appeared Alexis R. Apostolidis, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER

NOTARY PUBLIC - CT 180835

My Commission Expires Feb. 28, 2025

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Kowner, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of March 20 21



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION
PERFORMANCE BOND ESTIMATE**

PAVING.....	\$	<u>267,319.05</u>
STORM DRAINAGE.....	\$	<u>113,072.05</u>
SANITARY SEWER COLLECTION SYSTEM:	\$	<u>105,229.60</u>
WATER DISTRIBUTION SYSTEM:	\$	<u>105,718.80</u>
TOTAL:	\$	<u>591,339.50</u>
125% PERFORMANCE BOND AMOUNT:	\$	<u>739,174.38</u>

Bradley Kuhl, P.E.
Florida Registered Professional Engineer #66591
Hamilton Engineering and Surveying, Inc. LB# 8474

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1 1/2" TYPE SP ASPHALT	SY	5,121	\$11.85	\$ 60,683.85
	6" CRUSHED CONCRETE BASE	SY	5,121	\$11.25	\$ 57,611.25
	12" STABILIZED SUBGRADE (LBR-40)	SY	5,121	\$4.90	\$ 25,092.90
	RIBBON CURB	LF	2,032	\$10.30	\$ 20,929.60
	5' CONCRETE TRAIL	LF	3,352	\$22.10	\$ 74,079.20
	4" CONCRETE SIDEWALK	LF	961	\$18.35	\$ 17,634.35
	6" CONCRETE SIDEWALK	LF	457	\$24.70	\$ 11,287.90
	SIGNAGE & STRIPING	LS	0	\$3,500.00	\$ -
<u>TOTAL</u>					<u>\$ 267,319.05</u>

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	18" CLASS III RCP STORM	LF	473	\$36.00	\$ 17,028.00
	24" CLASS III RCP STORM	LF	463	\$48.15	\$ 22,293.45
	30" CLASS III RCP STORM	LF	217	\$65.55	\$ 14,224.35
	12" x 18" CLASS III ERCP STORM	LF	0	\$42.65	\$ -
	HILLS. CO. TYPE 1 CURB INLET	EACH	8	\$3,900.00	\$ 31,200.00
	TYPE P MANHOLE	EACH	1	\$2,450.00	\$ 2,450.00
	CONTROL STRUCTURE TYPE E	EACH	1	\$7,150.00	\$ 7,150.00
	24" RCP MES	EACH	1	\$1,650.00	\$ 1,650.00
	30" RCP MES	EACH	1	\$2,700.00	\$ 2,700.00
	RIP RAP @ END SECTION	EACH	2	\$560.00	\$ 1,120.00
	6" UNDERDRAIN (FINE AGGREGATE)	LF	875	\$13.35	\$ 11,681.25
	UNDERDRAIN CLEANOUT	EACH	7	\$225.00	\$ 1,575.00
<u>TOTAL</u>					<u>\$ 113,072.05</u>

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	8" PVC (0-6' CUT)	LF	935	\$21.80	\$ 20,383.00
	8" PVC (6'-8' CUT)	LF	483	\$25.80	\$ 12,461.40
	8" PVC (8'-10' CUT)	LF	235	\$34.32	\$ 8,065.20
	8" PVC (10'-12' CUT)	LF		\$19.55	\$ -
	8" PVC C900 DR18 (12'-14' CUT)	LF		\$63.55	\$ -
	SANITARY MANHOLE (0'-6' CUT)	EACH	5	\$2,930.00	\$ 14,650.00
	SANITARY MANHOLE (6'-8' CUT)	EACH	3	\$3,240.00	\$ 9,720.00
	SANITARY MANHOLE (8'-10' CUT)	EACH	2	\$3,525.00	\$ 7,050.00
	SINGLE SERVICE	EACH	4	\$525.00	\$ 2,100.00
	DOUBLE SERVICE	EACH	35	\$880.00	\$ 30,800.00
				TOTAL	\$ 105,229.60

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	4" PVC WATER MAIN (DR 18)	LF		\$9.85	\$ -
	8" PVC WATER MAIN (DR 18)	LF	1952	\$21.90	\$ 42,748.80
	4" GATE VALVE ASSEMBLY	EACH		\$810.00	\$ -
	8" GATE VALVE ASSEMBLY	EACH	4	\$1,645.00	\$ 6,580.00
	4" MJ BEND	EACH		\$165.00	\$ -
	8" MJ BEND	EACH	23	\$315.00	\$ 7,245.00
	6" MJ TEE	EACH		\$210.00	\$ -
	6" MJ REDUCER	EACH		\$180.00	\$ -
	FIRE HYDRANT ASSEMBLY	EACH	4	\$4,245.00	\$ 16,980.00
	SINGLE SERVICE SHORT	EACH	41	\$370.00	\$ 15,170.00
	SINGLE SERVICE LONG	EACH	33	\$515.00	\$ 16,995.00
	TEMPORARY BLOWOFF ASSEMBLY	EACH		\$710.00	\$ -
TOTAL					\$ 105,718.80

**GLENCOVE AT BAYPARK
 PHASE 2 CONSTRUCTION
 WARRANTY BOND ESTIMATE**

PAVING.....	_____	PRIVATE
STORM DRAINAGE.....	_____	PRIVATE
SANITARY SEWER COLLECTION SYSTEM:	\$	105,229.60
WATER DISTRIBUTION SYSTEM:	\$	105,718.80
<hr/>		
TOTAL:	\$	210,948.40
10% WARRANTY BOND AMOUNT:	\$	21,094.84





Bradley Kuhl, P.E.
 Florida Registered Professional Engineer #66591
 Hamilton Engineering and Surveying, Inc. LB# 8474

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1 1/2" TYPE SP ASPHALT	SY		\$9.65	\$ -
	6" CRUSHED CONCRETE BASE	SY		\$11.30	\$ -
	12" STABILIZED SUBGRADE (LBR-40)	SY		\$4.65	\$ -
	MIAMI CURB	LF		\$10.30	\$ -
	5' ADA HANDICAPPED RAMP	EA		\$945.00	\$ -
	SIGNAGE & STRIPING	LS		\$1,700.00	\$ -
			TOTAL		\$ -

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	18" CLASS III RCP STORM	LF		\$36.00	\$ -
	24" CLASS III RCP STORM	LF		\$48.15	\$ -
	30" CLASS III RCP STORM	LF		\$65.55	\$ -
	12" x 18" CLASS III ERCP STORM	LF		\$42.65	\$ -
	HILLS. CO. TYPE 1 CURB INLET	EACH		\$3,900.00	\$ -
	TYPE P MANHOLE	EACH		\$2,450.00	\$ -
	CONTROL STRUCTURE TYPE E	EACH		\$7,150.00	\$ -
	24" RCP MES	EACH		\$1,650.00	\$ -
	30" RCP MES	EACH		\$2,700.00	\$ -
	RIP RAP @ END SECTION	EACH		\$560.00	\$ -
	6" UNDERDRAIN (FINE AGGREGATE)	LF		\$13.35	\$ -
	UNDERDRAIN CLEANOUT	EACH		\$225.00	\$ -
				<u>TOTAL</u>	<u>\$ -</u>

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	8" PVC (0-6' CUT)	LF	935	\$21.80	\$ 20,383.00
	8" PVC (6'-8' CUT)	LF	483	\$25.80	\$ 12,461.40
	8" PVC (8'-10' CUT)	LF	235	\$34.32	\$ 8,065.20
	8" PVC (10'-12' CUT)	LF		\$19.55	\$ -
	8" PVC C900 DR18 (12'-14' CUT)	LF		\$63.55	\$ -
	SANITARY MANHOLE (0'-6' CUT)	EACH	5	\$2,930.00	\$ 14,650.00
	SANITARY MANHOLE (6'-8' CUT)	EACH	3	\$3,240.00	\$ 9,720.00
	SANITARY MANHOLE (8'-10' CUT)	EACH	2	\$3,525.00	\$ 7,050.00
	SINGLE SERVICE	EACH	4	\$525.00	\$ 2,100.00
	DOUBLE SERVICE	EACH	35	\$880.00	\$ 30,800.00
				TOTAL	\$ 105,229.60

**GLENCOVE AT BAYPARK
PHASE 2 CONSTRUCTION**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	4" PVC WATER MAIN (DR 18)	LF		\$9.85	\$ -
	8" PVC WATER MAIN (DR 18)	LF	1952	\$21.90	\$ 42,748.80
	4" GATE VALVE ASSEMBLY	EACH		\$810.00	\$ -
	8" GATE VALVE ASSEMBLY	EACH	4	\$1,645.00	\$ 6,580.00
	4" MJ BEND	EACH		\$165.00	\$ -
	8" MJ BEND	EACH	23	\$315.00	\$ 7,245.00
	6" MJ TEE	EACH		\$210.00	\$ -
	6" MJ REDUCER	EACH		\$180.00	\$ -
	FIRE HYDRANT ASSEMBLY	EACH	4	\$4,245.00	\$ 16,980.00
	SINGLE SERVICE SHORT	EACH	41	\$370.00	\$ 15,170.00
	SINGLE SERVICE LONG	EACH	33	\$515.00	\$ 16,995.00
	TEMPORARY BLOWOFF ASSEMBLY	EACH		\$710.00	\$ -
TOTAL					\$ 105,718.80

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

This Agreement is made and entered into this ____ day of _____, 20____, by and between Hawk Glencove, LLC, hereinafter referred to as "Owner", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to 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 Owner has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Glencove at Baypark Phase 2; and

WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Owner 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 Glencove at Baypark Phase 2 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS the Owner agrees to install the aforementioned lot corners in the platted area.

NOW, THEREFORE, in consideration of the intent and desire of the Owner as set forth herein, and to gain approval of the County to record said plat, the Owner 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 Owner agrees to well and truly build, construct and install in the platted area known as Glencove at Baypark Phase 2 subdivision within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

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

- a. Letter of Credit, number _____, dated _____, with _____, _____ by order of _____, or
- b. A Performance Bond, dated **March 26, 2021**, with **Hawk Glencove LLC** as Principal, and **United States Fire Insurance Company** as Surety, or
- c. Escrow Agreement, dated _____, between _____ and the County, or
- d. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest shall be paid to the Owner on funds received by the County pursuant to this Agreement.

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

- 4. Should the Owner seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Owner 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 Owner shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Owner 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 Owner 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 known as Glencove at Baypark Phase 2 at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular

portion hereof described in such judgment and decree and held invalid.

8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 29th day of March, 2021.

ATTEST:

[Signature]
Witness Signature

Jennifer Barrs
Printed Name of Witness

[Signature]
Witness Signature

Aimee Walker Hodge
Printed Name of Witness

OWNER: Hawk Glencove, LLC

By: [Signature]
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

John Ryan
Printed Name of Signer

Manager
Title of Signer

2502 N. Rocky Point Dr., Suite 280, Tampa, FL 33607
Address of Signer

(813) 288-8078
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29th day of March, 2021, by John Ryan and N/A respectively President and Manager of Hawk Glencove, LLC, a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Karessa Boyd

Title or Rank: N/A

Serial Number, if any: GG110330

My Commission Expires: 5/31/21



Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND
FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Hawk Glencove LLC called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Eleven Thousand Five Hundred Sixty Two and 50/100 Dollars (\$11,562.50) 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, 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, a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Principal 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 Glencove at Baypark Phase 2 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners 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 Performance – Placement of Lot Corners, the terms of which Agreement require

Bond No. 6213002832

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 Glencove at Baypark Phase 2 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 11, 2021.

SIGNED, SEALED AND DATED this 26th day of March, 2021.

ATTEST:

[Signature]
Jennifer Berris

Hawk Glencove LLC

BY:

PRINCIPAL

(SEAL)

[Signature] Manager

United States Fire Insurance Co.
SURETY (SEAL)

ATTEST:

[Signature]
Cassandra Baez, Witness

[Signature]
ALEXIS R. APOSTOLIDIS
ATTORNEY-IN-FACT (SEAL)
Alexis R. Apostolidis

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 29th day of March, 2021, by John Ryan as Manager of Hawk Glencove LLC. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/31/21
My Commission Number: 67110330

Karessa Boyd

 Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

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

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 26th day of March, 2021, before me, Brendan Fletcher, the undersigned officer, personally appeared Alexis R. Apostolidis, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Knower, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of March 20 21

UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

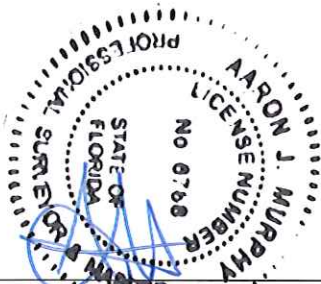


GLENCOVE AT BAYPARK PHASE 2

**SURVEYOR'S COST ESTIMATE FOR PLACEMENT OF
LOT CORNERS AND PERMANENT CONTROL POINTS**

Listed below is Hamilton Engineering and Surveying, Inc.'s certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of Glencove at Baypark Phase 2. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

74 Lots @ \$125.00 each = \$9,250.00 x 125% = \$11,562.50



Aaron J. Murphy, P.S.M.
Vice President

11-13-2020

Date

GLENCOVE AT BAYPARK PHASE 2
 A PARTIAL REPLAT OF TRACTS "A", "B", & "D" GLENCOVE AT BAY PARK, PLAT BOOK 115,
 PAGE 118, LYING WITHIN SECTION 10, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA
BOUNDARY AND KEY SHEET

LINE #	DIRECTION	LENGTH
L1	S 00°32'00" W	45.00'
L2	N 88°27'46" W	127.85'
L3	N 00°24'46" E	32.38'
L4	N 88°27'08" W	158.00'
L5	N 00°28'02" E	114.00'
L6	N 88°27'08" W	13.88'
L7	S 01°13'28" W	18.68'
L8	S 40°58'27" W	73.70'
L9	S 00°22'11" W	28.74'
L10	S 88°27'46" E	113.00'
L11	N 00°28'46" W	123.22'
L12	S 83°28'30" W	41.75'
L13	N 88°27'46" W	131.73'

CURVE #	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	BEAR
C1	35.00'	S 46°20'00" W	48.21'	54.57'	88°18'32"
C2	61.00'	S 21°02'28" W	43.64'	44.81'	207°13'28"
C3	23.00'	S 20°07'46" W	17.22'	17.06'	407°17'16"

TRACT TABULATION
 TRACT A - PRIVATE ROADWAY
 TRACT B - COMMON AREA, DRAINAGE & UTILITY EASEMENT
 TRACT C - COMMON AREA, DRAINAGE & UTILITY EASEMENT

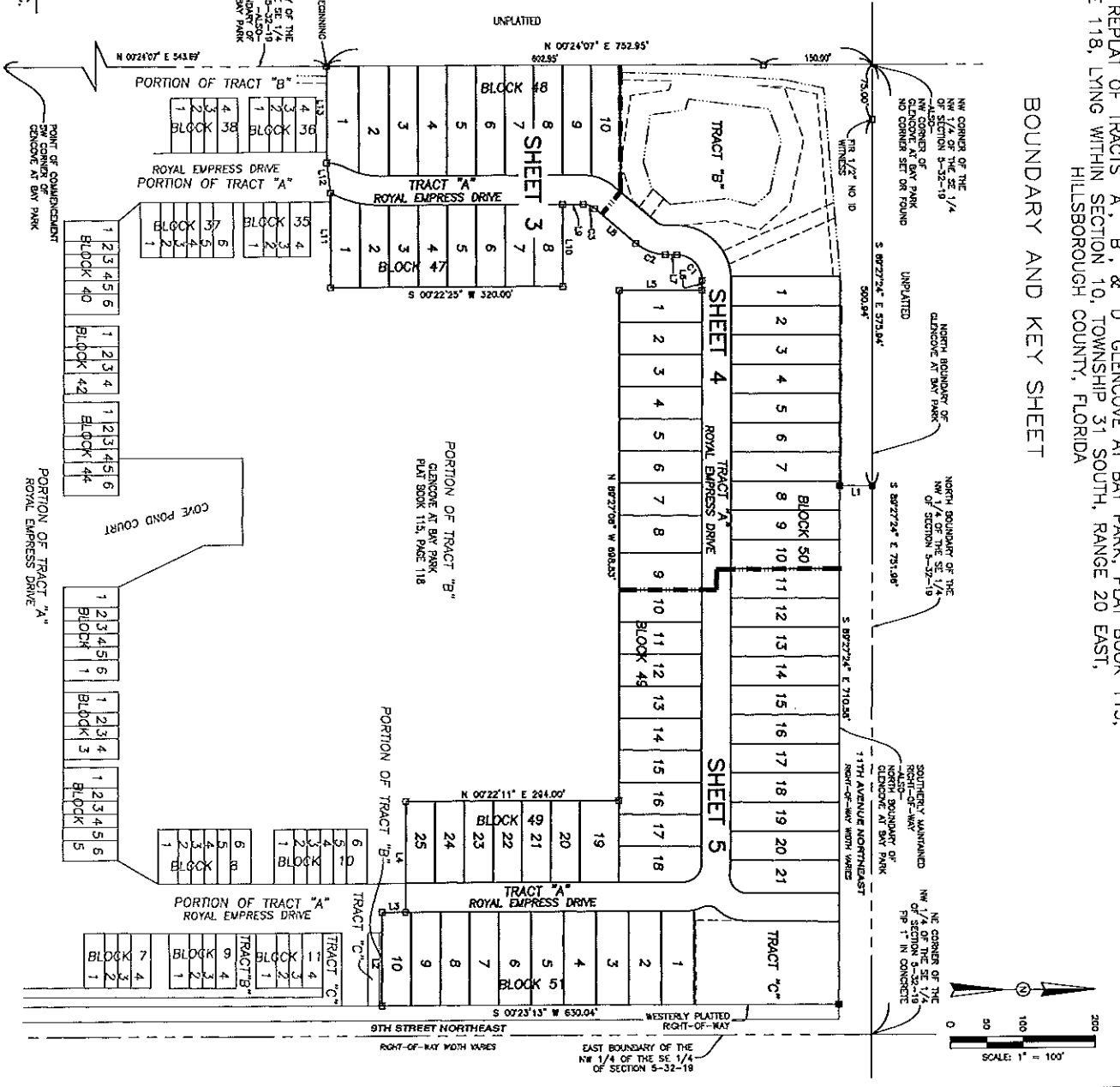
- LEGEND**
- SET (FIND) PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT #187013
 - SET (FIND) PERMANENT REFERENCE MONUMENT 1.5" 7013
 - SET (FIND) PERMANENT CONTROL POINT PARCHEE-KALIN
 - NAIL AND DISC TAILORING 1.5" 7013
 - (N) NON-ADJACENT LINE
 - LITENED BUSINESS
 - ENVIRONMENTAL PROTECTION COMMISSION
 - DEPARTMENT OF TRANSPORTATION
 - BERRY
 - BOUNDARY
 - OFFICIAL RECORDS BOOK

PREPARED BY:



HAMILTON
 ENGINEERING & SURVEYING, INC.

3408 W. LEMON STREET
 TAMPA, FLORIDA 33609
 1.97013
 TEL. (813) 280-3333
 FAX. (813) 280-3838



GLENCOVE AT BAYPARK PHASE 2
 A PARTIAL REPLAT OF TRACTS "A", "B", & "D" GLENCOVE AT BAY PARK, PLAT BOOK 115,
 PAGE 118, LYING WITHIN SECTION 10, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

LINE#	DIRECTION	LENGTH
L8	S 46°39'27" W	73.70'
L9	S 00°22'11" E	282.74'
L10	S 89°37'46" E	112.00'
L11	N 89°37'46" W	129.22'
L12	S 89°37'46" W	41.75'
L13	N 89°37'46" W	151.75'
L14	N 42°39'27" E	73.70'
L15	N 42°39'27" E	73.70'

CURVE#	ADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	25.00'	S 29°30'46" W	17.22'	17.28'	40°17'18"
C2	46.00'	N 18°06'30" E	13.46'	13.54'	18°47'08"
C3	120.00'	N 14°10'37" E	37.28'	37.54'	27°38'32"
C4	20.00'	S 24°30'04" W	3.16'	3.18'	7°17'39"
C5	60.00'	N 15°47'36" E	27.44'	27.65'	24°22'06"
C6	100.00'	N 14°10'37" E	47.73'	48.20'	27°38'32"
C7	140.00'	S 14°10'37" W	60.22'	61.47'	40°17'18"
C8	46.00'	N 20°30'46" E	30.80'	31.04'	40°17'18"
C9	140.00'	N 19°54'14" E	30.26'	30.40'	18°08'38"
C10	140.00'	N 09°05'46" E	27.84'	27.89'	11°27'14"
C11	100.00'	N 22°32'47" E	18.88'	18.88'	10°28'32"
C12	100.00'	N 09°44'21" E	20.11'	20.21'	10°44'28"
C13	80.00'	N 05°21'22" E	11.20'	11.31'	09°28'23"
C14	80.00'	N 29°30'04" E	33.89'	34.36'	30°18'34"

- LEGEND**
- SET (RM) PERMANENT REFERENCE MONUMENT 4"x4"
 - CONCRETE MONUMENT #187013
 - PERIOD 4"x4" CONCRETE MONUMENT L&P 7013
 - PERIOD 4"x4" CONCRETE MONUMENT L&P 7013
 - NAIL AND GAGE "HAMILTON 187013"
 - (R) RADIAL LINE
 - (NR) NON-RADIAL LINE
 - (N) NORTH
 - (S) SOUTH
 - (E) EAST
 - (W) WEST
 - (D) DIAGONAL
 - (B) BOUNDARY
 - (S) SURVEY
 - (R) RECORDS BOOK

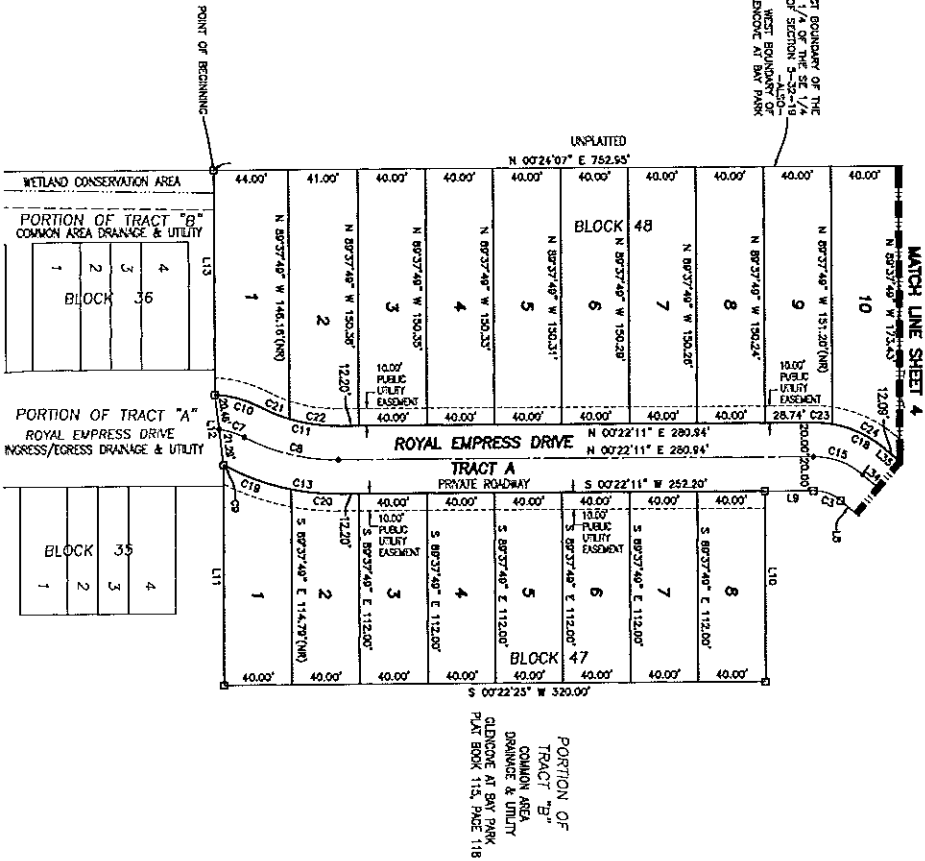
PREPARED BY:

HAMILTON
 ENGINEERING & SURVEYING, INC.

3409 W. LYONS STREET
 TAMPA, FLORIDA 33609

L&P 7013

TEL. (813) 250-3535
 FAX (813) 250-3036



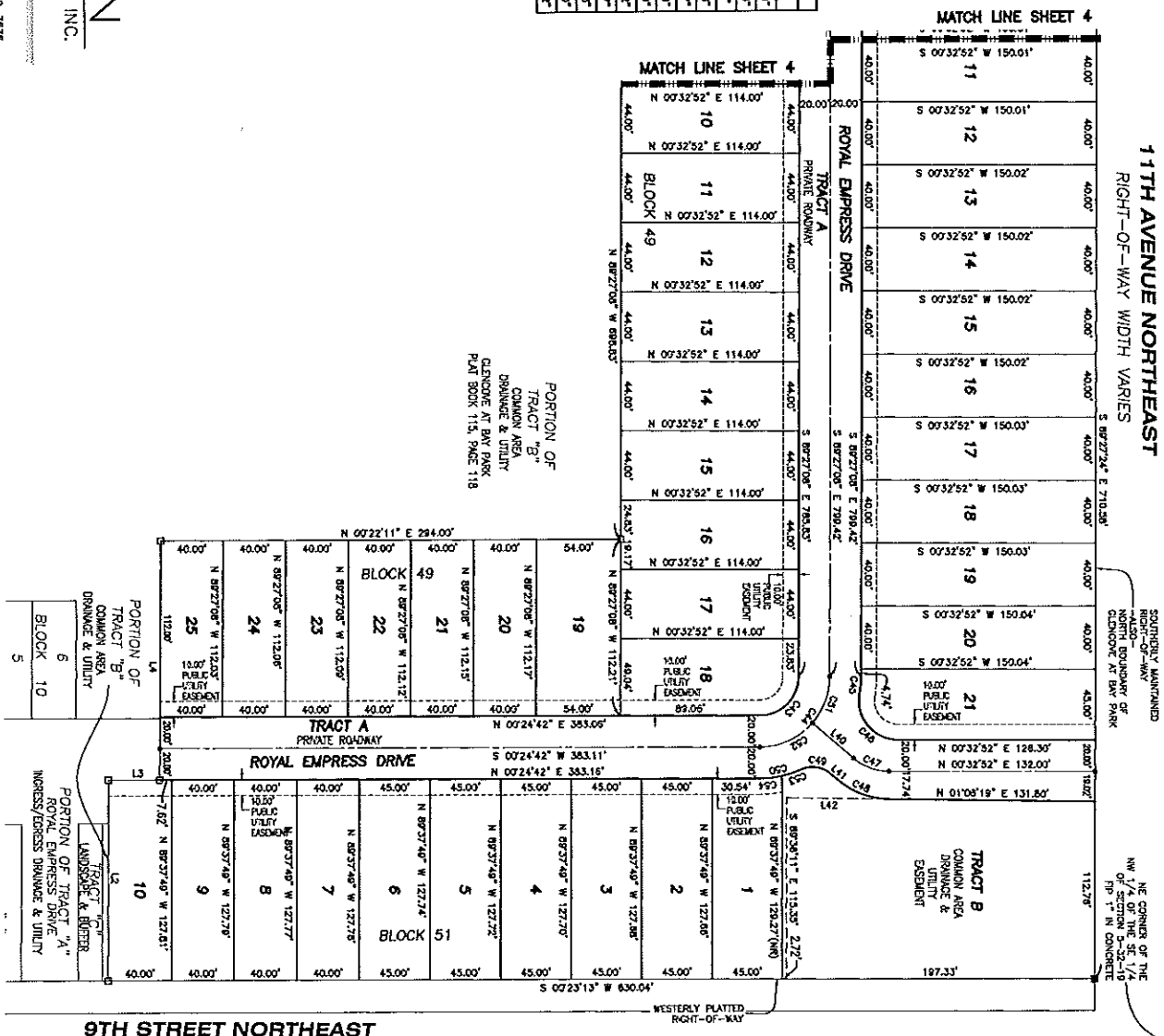
GLENCOVE AT BAYPARK PHASE 2
 A PARTIAL REPLAT OF TRACTS "A", "B", & "D" GLENCOVE AT BAY PARK, PLAT BOOK 115,
 PAGE 118, LYING WITHIN SECTION 10, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

11TH AVENUE NORTHEAST
 RIGHT-OF-WAY WIDTH VARIES

LINE#	DIRECTION	LENGTH
L2	N 89°37'40" W	127.63'
L3	N 07°24'42" E	32.35'
L4	N 89°27'08" W	132.00'
L49	N 40°31'19" E	34.64'
L41	N 40°31'19" E	8.87'
L45	N 01°08'19" E	65.83'

LINE#	BEARING	CHORD LENGTH	ARC LENGTH	BEHA
C102	N 49°31'13" W	39.21'	89°51'50"	
C44	S 49°31'13" E	63.88'	79.08'	89°51'50"
C46	S 89°24'42" E	11.06'	11.07'	97°48'38"
C48	N 89°24'42" E	24.12'	24.82'	49°18'22"
C47	N 20°29'49" E	35.33'	38.50'	58°43'00"
C49	N 09°27'08" E	19.82'	20.30'	64°37'29"
C50	N 11°40'14" W	27.25'	27.43'	26°10'52"
C51	S 89°27'08" E	31.54'	32.25'	47°01'57"
C52	S 24°00'14" E	37.20'	38.30'	48°46'25"
C53	S 18°08'19" E	12.85'	12.85'	11°18'46"
C54	S 09°03'53" E	14.50'	14.50'	12°01'12"



LEGEND

- SET (RMA) PERMANENT REFERENCE MONUMENT 4"x4"
- CONCRETE MONUMENT 4" DIAMETER
- SET (C/P) PERMANENT CONTROL POINT PAPER-CALON
- ▲ NAT. AND DEC. 'HAMILTON 1897013'
- (R) ROAD, LINE
- (L) LINE
- (U) UTILITY
- (D) DRAINAGE
- (E) ENVIRONMENTAL PROTECTION COMMISSION
- (W) WETLAND CONSERVATION AREA SETBACK
- (O.S.B.) OFFICIAL RECORDS BOOK

PREPARED BY:
HAMILTON
 ENGINEERING & SURVEYING, INC.

3408 W. LEMON STREET
 TAMPA, FLORIDA 33609

TEL (813) 250-3353
 FAX (813) 250-3838

PORTION OF TRACT "A"
 COMMON AREA
 DRAINAGE & UTILITY

PORTION OF TRACT "B"
 COMMON AREA
 DRAINAGE & UTILITY

PORTION OF TRACT "C"
 COMMON AREA
 DRAINAGE & UTILITY