

SUBJECT: Forest Brooke Phase 4B
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Forest Brooke Phase 4B, located in Section 17, Township 32, and Range 20, 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 \$1,002,041.06, a Warranty Bond in the amount of \$440,013.08, 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 \$16,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On May 7, 2018, Permission to Construct Prior to Platting was issued for Forest Brooke Phase 4B. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Hidden Creek Community Development District. and the engineer is Hamilton Engineering & Surveying, Inc.

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

This Agreement is made and entered into this _____ day of _____, 20____, by and between Hidden Creek Community Development District hereinafter referred to as "Subdivider", Dune FB Debt, 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 Subdivider and Owner have submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Forest Brooke Phase 4B; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, the improvements required by the LDC in the subdivision known as Forest Brooke Phase 4B are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, 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 Subdivider 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 Subdivider 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 Subdivider 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 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 and Owner as set forth herein, to

improvements, the Subdivider, 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 Subdivider agrees to well and truly build, construct and install in the platted area known as Forest Brooke Phase 4B, 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 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 Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in Forest Brooke Phase 4B, subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said 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 Forest Brooke Phase 4B, agrees to cause to be built and constructed the aforementioned improvements in the platted area.
5. 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 Performance Bond (No.6213000285), dated 12/4/2020 with Hidden Creek Community Development District as Principal, and United States Fire Insurance as Surety, and

A Warranty Bond (No. 6213000294), dated 12/4/2020 with Hidden Creek Community Development District as Principal, and United States Fire Insurance 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 Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development 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 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.

8. 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.
9. 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.
10. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Forest Brooke Phase 4B 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 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 (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 9th day of December, 2020.

ATTEST:

[Signature]

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

Benjamin Gravelo
Printed Name of Witness

[Signature]

Witness' Signature

John Afflebach
Printed Name of Witness

SUBDIVIDER: HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Authorized Corporate Officer or Individual

Michael Lawson
Name (typed, printed or stamped)

Chairman
Title

2502 N. Rocky Point Drive, 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 9th day of December, 2020, by Michael Lawson as Chairman of Hidden Creek Community Development District. He/she is personally known to me or has produced _____ as identification.

In my presence,

[Signature]

[Signature]

NOTARY PUBLIC

Print Name

My Commission Expires:
My Commission Number:



ATTEST:

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

Benjamin Graleno
Printed Name of Witness

[Signature]
Witness' Signature

John Afflebach
Printed Name of Witness

OWNER: Dune FB Debt, LLC

By: [Signature]
Authorized Corporate Officer or Individual

John Ryan
Name (typed, printed or stamped)

Manager
Title

2502 N. Rocky Point Drive, 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 9th day of December, 2020, by John Ryan as Manager of Dune FB Debt, LLC. He/she is personally known to me or has produced _____ as identification.

My Commission Expires
My Commission Number



[Signature]
Notary Public
Print Name

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Hidden Creek Community Development District 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 One Million Two Thousand Forty-One dollars and Six cents (\$1,002,041.06) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in 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 roads, water, wastewater 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. 6213000285

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 Forest Brooke Phase 4B subdivision all, roads, 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 August 12, 2021.

Bond No. 6213000285

SIGNED, SEALED AND DATED this 4th day of December, 2020.

ATTEST:

[Signature]
JOHN AFFELBACH

Hidden Creek Community Development District

BY: [Signature]
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]
Phillip Knowler, Witness

[Signature]
ATTORNEY-IN-FACT (SEAL)
Joshua Sanford

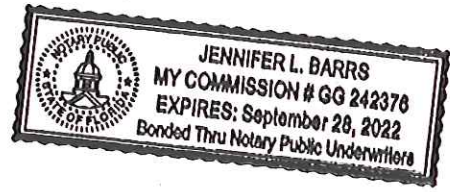
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 9th day of December, 2020,
by Michael Lawson as Chairman of Hidden Creek Community Development
District. He is personally known to me or has produced _____ as identification.

In my presence,
[Signature]

[Signature]
NOTARY PUBLIC

My Commission Expires:
My Commission Number:



APPROVED BY 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 4th day of December, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Joshua Sanford, 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:

Aimce R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Jenny Rose Belen Phothirath,, Joshua Sanford Mercedes Phothirath Samuel E. Begun, Melissa J. Stanton, Lorina Monique Garcia, Nicholas Turccamo, Michelle Anne McMahon,

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: **Fifty Million Dollars (\$50,000,000).**

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 revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

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



A.R.S.

Anthony R. Slimowicz, Executive Vice 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

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 4th day of December 20 20

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Hidden Creek Community Development District 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 Forty-Four Thousand Thirteen Dollars and Eight Cents (\$44,013.08) Dollars 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 Forest Brooke Phase 4B; 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 Forest Brooke Phase 4B, 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 August 12, 2023.

SIGNED, SEALED AND DATED this 4th day of December, 2020.

ATTEST:

Hidden Creek Community Development District

[Signature]
JOHN AFFLEGACH

BY: [Signature]
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]
Phillip Knower, Witness

[Signature]
ATTORNEY-IN-FACT (SEAL)
Joshua Sanford

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 9th day of December, 2020, by Michael Lawson as Chairman of Hidden Creek Community Development District. He/she is personally known to me or has produced _____ as identification.

In my presence.
[Signature]

[Signature]
NOTARY PUBLIC

Print Name

My Commission Expires:
My Commission Number:



APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 4th day of December, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Joshua Sanford, 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, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Jenny Rose Belen Phothirath,, Joshua Sanford Mercedes Phothirath Samuel E. Begun, Melissa J. Stanton, Lorina Monique Garcia, Nicholas Turecamo, Michelle Anne McMahon,

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: **Fifty Million Dollars (\$50,000,000).**

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 revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

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

ARR

Anthony R. Slimowicz, Executive Vice 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

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 4th day of December 2020



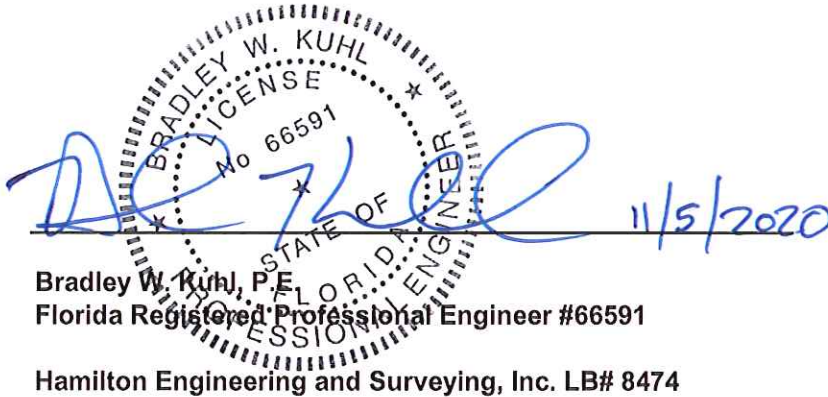
UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn

Peter M. Quinn, Senior Vice President

Forest Brooke Phase 4B
Engineer's Certification of Total Cost and Quantities

PAVING.....	<u>PRIVATE</u>
STORM DRAINAGE.....	<u>PRIVATE</u>
SANITARY SEWER COLLECTION SYSTEM:	<u>\$ 224,563.80</u>
WATER DISTRIBUTION SYSTEM:	<u>\$ 215,567.00</u>
TOTAL:	<u>\$ 440,130.80</u>
10% WARRANTY BOND AMOUNT:	<u>\$ 44,013.08</u>



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

Phase 4B**Item Description****Estimated Quantity Unit Unit Price Total Price****Paving**

Pave 1 1/2" SP-12.5 Asphalt - Sub	PRIVATE SY	\$	12.10	-
Road Base Crushed Concrete 06"	PRIVATE SY	\$	18.20	-
Subgrade Stabilized 12"	PRIVATE SY	\$	6.70	-
Concrete Curb Miami	PRIVATE LF	\$	12.15	-
Truncated Dome Mats	PRIVATE LF	\$	46.65	-
Concrete Sidewalk 4"x05'-LF	PRIVATE LF	\$	4.95	-
2' BOC Bahla SOD	PRIVATE SY	\$	2.90	-
ADA Access Ramps	PRIVATE EACH	\$	692.00	-
Signage & Striping - LS	PRIVATE LS	\$	10,755.00	-
Final Dress	PRIVATE LS	\$	6,255.00	-
Remove T Turnaround	PRIVATE EACH	\$	2,010.00	-
Total Price for above Paving Items:				\$ -

Storm Drainage

Underdrain-6" ADS (fine aggregate)	PRIVATE LF	\$	24.65	-
Underdrain Cleanout - 6"	PRIVATE EACH	\$	582.00	-
Connect to existing 6" underdrain	PRIVATE EACH	\$	482.00	-
Core & Connect Underdrain to Existing Storm Sturcture	PRIVATE EACH	\$	1,045.00	-
RCP 15"	PRIVATE LF	\$	44.90	-
RCP 18"	PRIVATE LF	\$	54.90	-
RCP 24"	PRIVATE LF	\$	81.05	-
RCP MES 24"	PRIVATE EACH	\$	3,650.00	-
Type 1 Curb Inlet	PRIVATE EACH	\$	6,540.00	-
Type 1 Curb Inlet Top & Throat	PRIVATE EACH	\$	2,330.00	-
Type 2 Curb Inlet	PRIVATE EACH	\$	7,415.00	-
Type 2 Curb Inlet With Top & Thorat	PRIVATE EACH	\$	2,770.00	-
Manhole Type P	PRIVATE EACH	\$	4,780.00	-
Core & Connect to existing Storm Sturcture	PRIVATE EACH	\$	1,490.00	-
Coffer Dam / Connect to existing Pond and Sod Restoration	PRIVATE LS	\$	9,545.00	-
Televise Storm System	PRIVATE LS	\$	3,295.00	-
Total Price for above Storm Drainage Items:				\$ -

Sanitary Sewer


SS PVC (SDR-26) 08" 00-06'	668.00 LF	\$	30.05	\$	20,073.40
SS PVC (SDR-26) 08" 06-08'	564.00 LF	\$	42.95	\$	24,223.80
SS PVC (SDR-26) 08" 08-10'	508.00 LF	\$	43.90	\$	22,301.20
SS PVC (SDR-26) 08" 10-12'	261.00 LF	\$	51.60	\$	13,467.60
SS PVC (SDR-26) 08" 12-14'	8.00 LF	\$	57.35	\$	458.80
SS Manhole 4' Dia 00-06' (Unlined)	6.00 EACH	\$	5,130.00	\$	30,780.00
SS Manhole 4' Dia 06-08' (Unlined)	1.00 EACH	\$	5,615.00	\$	5,615.00
SS Manhole 4' Dia 08-10' (Unlined)	3.00 EACH	\$	6,105.00	\$	18,315.00
SS Outside Drop Manhole 4' 10-12'	1.00 EACH	\$	7,570.00	\$	7,570.00
Sewer Services Double (8"x6")	35.00 EACH	\$	1,265.00	\$	44,275.00
Sewer Services Single (8"x6")	7.00 EACH	\$	566.00	\$	3,962.00
Connect to Existing Manhole (08-10' Cut)	2.00 EACH	\$	3,175.00	\$	6,350.00
Connect to Existing Manhole (12-14' Cut)	1.00 EACH	\$	5,865.00	\$	5,865.00
Adjust Rim Elevation of Existing Manhole MH-H6 to Grade (brick work only)	4.00 EACH	\$	483.00	\$	1,932.00
Sanitary To Go Under Existing 30" RCP	2.00 EACH	\$	3,215.00	\$	6,430.00
Asphalt, Base & Curb Restoration at MH C-4 Tie-in	1.00 LS	\$	5,180.00	\$	5,180.00
Infiltration / Exfiltration Testing	1.00 LS	\$	3,235.00	\$	3,235.00
Televise Sanitary Sewer System	1.00 LS	\$	4,530.00	\$	4,530.00
Total Price for above Sanitary Sewer Items:					\$ 224,563.80

Potable Water

PW PVC (DR-18) 06"	2985.00 LF	\$	20.20	\$	60,297.00
Potable Water Gate Valves 06" (ALL)	13.00 EACH	\$	1,705.00	\$	22,165.00
PW Tee's 6"	2.00 EACH	\$	492.00	\$	984.00
PW 6" Solid Sleeve	4.00 EACH	\$	368.00	\$	1,472.00
Restrained Joints - Water	1.00 LS	\$	10,405.00	\$	10,405.00
PW 22.5 Bend 06"	4.00 EACH	\$	350.00	\$	1,400.00
PW 45 Bend 06"	4.00 EACH	\$	358.00	\$	1,432.00
PW 06" Cap / TBO	3.00 EACH	\$	569.00	\$	1,707.00
Fire Hydrant Assembly	7.00 EACH	\$	5,840.00	\$	40,880.00
PW Services Water Single (Long)	38.00 EACH	\$	715.00	\$	27,170.00
PW Services Water Single (Short)	62.00 EACH	\$	456.00	\$	28,272.00
Chlorine Injection Point	1.00 EACH	\$	569.00	\$	569.00
Water Distribution Sample Point	6.00 EACH	\$	980.00	\$	5,880.00
Pressure Test	1.00 LS	\$	4,805.00	\$	4,805.00
Chlorination	1.00 LS	\$	4,805.00	\$	4,805.00
Remove TBO and Connect to Existing 6" PVC WM	4.00 EACH	\$	831.00	\$	3,324.00
Total Price for above Potable Water Items:					\$ 215,567.00

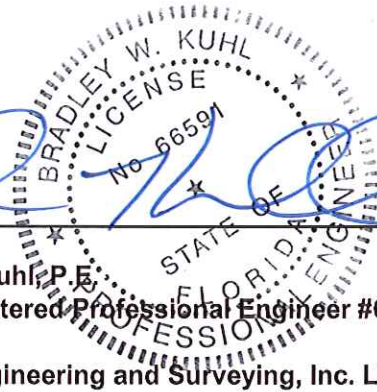
Forest Brooke Phase 4B
Engineer's Certification of Total Cost and Quantities

PAVING.....	<u>\$ 361,502.05</u>
STORM DRAINAGE.....	<u>-</u>
SANITARY SEWER COLLECTION SYSTEM:	<u>\$ 224,563.80</u>
WATER DISTRIBUTION SYSTEM:	<u>\$ 215,567.00</u>
TOTAL:	<u>\$ 801,632.85</u>
125% PERFORMANCE BOND AMOUNT:	<u>\$ 1,002,041.06</u>



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

11/5/2020



Phase 4B**Item Description
Paving**

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pave 1 1/2" SP-12.5 Asphalt - Sub	6505.00	SY	\$ 12.10	\$ 78,710.50
Road Base Crushed Concrete 06"	6505.00	SY	\$ 18.20	\$ 118,391.00
Subgrade Stabilized 12"	8386.00	SY	\$ 6.70	\$ 56,186.20
Concrete Curb Miami	5641.00	LF	\$ 12.15	\$ 68,538.15
Truncated Dome Mats	60.00	LF	\$ 46.65	\$ 2,799.00
Concrete Sidewalk 4"x05'-LF	1628.00	LF	\$ 4.95	\$ 8,058.60
2' BOC Bahia SOD	1254.00	SY	\$ 2.90	\$ 3,636.60
ADA Access Ramps	6.00	EACH	\$ 692.00	\$ 4,152.00
Signage & Striping - LS	1.00	LS	\$ 10,755.00	\$ 10,755.00
Final Dress	1.00	LS	\$ 6,255.00	\$ 6,255.00
Remove T Turnaround	2.00	EACH	\$ 2,010.00	\$ 4,020.00
Total Price for above Paving Items:				\$ 361,502.05

Sanitary Sewer

SS PVC (SDR-26) 08" 00-06'	668.00	LF	\$ 30.05	\$ 20,073.40
SS PVC (SDR-26) 08" 06-08'	564.00	LF	\$ 42.95	\$ 24,223.80
SS PVC (SDR-26) 08" 08-10'	508.00	LF	\$ 43.90	\$ 22,301.20
SS PVC (SDR-26) 08" 10-12'	261.00	LF	\$ 51.60	\$ 13,467.60
SS PVC (SDR-26) 08" 12-14'	8.00	LF	\$ 57.35	\$ 458.80
SS Manhole 4' Dia 00-06' (Unlined)	6.00	EACH	\$ 5,130.00	\$ 30,780.00
SS Manhole 4' Dia 06-08' (Unlined)	1.00	EACH	\$ 5,615.00	\$ 5,615.00
SS Manhole 4' Dia 08-10' (Unlined)	3.00	EACH	\$ 6,105.00	\$ 18,315.00
SS Outside Drop Manhole 4' 10-12'	1.00	EACH	\$ 7,570.00	\$ 7,570.00
Sewer Services Double (8"x6")	35.00	EACH	\$ 1,265.00	\$ 44,275.00
Sewer Services Single (8"x6")	7.00	EACH	\$ 566.00	\$ 3,962.00
Connect to Existing Manhole (08-10' Cut)	2.00	EACH	\$ 3,175.00	\$ 6,350.00
Connect to Existing Manhole (12-14' Cut)	1.00	EACH	\$ 5,865.00	\$ 5,865.00
Adjust Rim Elevation of Existing Manhole MH-H6 to Grade (brick work only)	4.00	EACH	\$ 483.00	\$ 1,932.00
Sanitary To Go Under Existing 30" RCP	2.00	EACH	\$ 3,215.00	\$ 6,430.00
Asphalt, Base & Curb Restoration at MH C-4 Tie-in	1.00	LS	\$ 5,180.00	\$ 5,180.00
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Total Price for above Sanitary Sewer Items:				\$ 224,563.80

Potable Water

PW PVC (DR-18) 06"	2985.00	LF	\$ 20.20	\$ 60,297.00
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PW Tee's 6"	2.00	EACH	\$ 492.00	\$ 984.00
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Restrained Joints - Water	1.00	LS	\$ 10,405.00	\$ 10,405.00
PW 22.5 Bend 06"	4.00	EACH	\$ 350.00	\$ 1,400.00
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PW Services Water Single (Short)	62.00	EACH	\$ 456.00	\$ 28,272.00
Chlorine Injection Point	1.00	EACH	\$ 569.00	\$ 569.00
Water Distribution Sample Point	6.00	EACH	\$ 980.00	\$ 5,880.00
Pressure Test	1.00	LS	\$ 4,805.00	\$ 4,805.00
Chlorination	1.00	LS	\$ 4,805.00	\$ 4,805.00
Remove TBO and Connect to Existing 6" PVC WM	4.00	EACH	\$ 831.00	\$ 3,324.00
Total Price for above Potable Water Items:				\$ 215,567.00

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

This Agreement is made and entered into this ____ day of _____, 20 __, by and between Hidden Creek Community Development District hereinafter referred to as "Subdivider", Dune FB Debt, 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, 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 Subdivider & Owner has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Forest Brooke Phase 4B; and

WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Forest Brooke Phase 4B are to be installed after recordation of said plat under guarantees posted with the County; and

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

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain approval of the County to record said plat, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider & Owner agrees to well and truly build, construct and install in the platted area known as Forest Brooke Phase 4B subdivision within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
 - b. A Performance Bond (#6213000303), dated 12/4/2020, with Hidden Creek Community Development District 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 Subdivider 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 Subdivider 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 Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as Forest Brooke Phase 4B 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 9th day of December, 2020.

ATTEST:

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

Benjamin Alvarez
Printed Name of Witness

[Signature]
Witness' Signature

JOHN AFFLESBACH
Printed Name of Witness

SUBDIVIDER: HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Authorized Corporate Officer or Individual

Michael Lawson
Name (typed, printed or stamped)

Chairman
Title

2502 N. Rocky Point Drive, 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

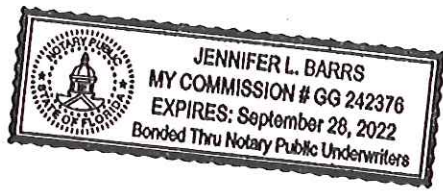
The foregoing instrument is hereby acknowledged before me this 9th day of December, 2020, by Michael Lawson as Chairman of Hidden Creek Community Development District. He/she is personally known to me or has produced _____ as identification.

In my presence [Signature]

NOTARY PUBLIC

Print Name

My Commission Expires:
My Commission Number:



ATTEST:

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

Printed Name of Witness

Witness' Signature

Printed Name of Witness

OWNER: Dune FB Debt, LLC

By: _____
Authorized Corporate Officer or Individual

John Ryan

Name (typed, printed or stamped)

Manager

Title

2502 N. Rocky Point Drive, 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 9th day of December, 2020, by John Ryan as Manager of Dune FB Debt, LLC (He/she is personally known to me or has produced _____ as identification. In my presence. JB

NOTARY PUBLIC

My Commission Expires:
My Commission Number:



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

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY COUNTY ATTORNEY

BY: _____
Approved as to Form and Legal Sufficiency

Bond No. 6213000303

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Hidden Creek Community Development District 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 Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$16,250.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in 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 Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Forest Brooke Phase 4B 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. 6213000303

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 Forest Brooke Phase 4B 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 August 12, 2021.

Bond No. 6213000303

SIGNED, SEALED AND DATED this 4th day of December, 2020.

Hidden Creek Community Development District

ATTEST:

[Signature]
JOHN AFFEBACH

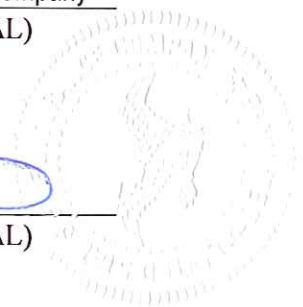
BY: [Signature]
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]
Phillip Kowner, Witness

[Signature]
ATTORNEY-IN-FACT (SEAL)
Joshua Sanford



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

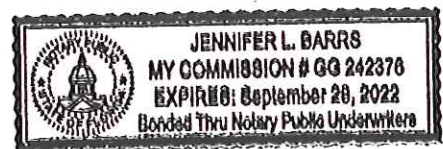
The foregoing instrument is hereby acknowledged before me this 9th day of December, 2020,
by Michael Lawson as Chairman of Hidden Creek Community Development
District. He/she is personally known to me or has produced _____ as identification.

In my presence.
[Signature]

[Signature]
NOTARY PUBLIC

My Commission Expires:
My Commission Number:

Print Name



APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency


NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 4th day of December, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Joshua Sanford, 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:

Aimce R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Jenny Rose Belen Phothirath,, Joshua Sanford Mercedes Phothirath Samuel E. Begun, Melissa J. Stanton, Lorina Monique Garcia, Nicholas Turccamo, Michelle Anne McMahon,

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: **Fifty Million Dollars (\$50,000,000).**

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 revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

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

Anthony R. Slimowicz, Executive Vice 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

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 4th day of December 20 20

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

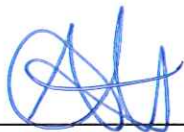
Peter M. Quinn, Senior Vice President

Forest Brooke Phase 4B

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

Listed below is Hamilton Engineering and Surveying's certified estimate of cost for placement of Permanent Control Points and Lot corners within the plat Forest Brooke Phase 4B. This estimate is based on placement of this monumentation on a one-time basis and is issued for the purpose of bonding for this monumentation.

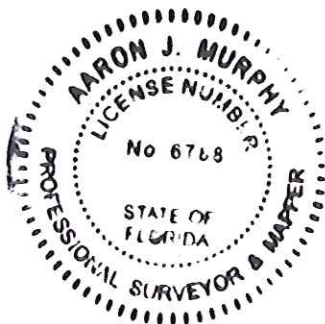
104 Lots @ \$125 each = \$13,000.00 X 125% = \$16,250.00



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

11-2-2020

Date



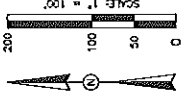
FOREST BROOKE PHASE 4B

A SUBDIVISION LYING IN THE NORTH 1/2 OF SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

LINE#	DIRECTION	LENGTH
L1	S 07°32'46" E	850.88'
L2	S 21°45'33" E	81.08'
L3	S 72°44'28" W	171.04'
L4	S 72°45'08" W	121.00'
L5	N 24°08'38" W	21.81'
L6	S 65°00'00" W	121.32'
L7	N 25°00'00" W	15.80'
L8	S 85°00'00" W	102.00'
L9	S 29°00'00" E	46.00'
L10	S 29°00'00" E	274.03'
L11	S 29°00'00" E	120.00'
L12	S 33°18'24" W	157.00'
L13	N 61°54'00" W	86.18'
L14	N 60°50'58" W	75.60'
L15	N 56°44'00" W	132.00'
L16	N 62°58'00" E	390.72'
L17	N 07°02'00" W	20.38'
L18	N 86°28'00" E	96.01'
L19	N 85°03'33" E	15.83'
L20	S 85°00'48" E	72.14'
L21	N 80°44'07" E	19.01'
L22	S 87°38'00" E	66.38'

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	1387.00'	S 16°15'47" E	0.74'	0.0151'	0.74°
C2	1248.00'	N 20°40'36" W	192.43'	351.28'	85°12'28"
C3	885.00'	S 08°58'42" E	480.18'	504.05'	30°02'35"
C4	885.00'	N 10°07'58" W	383.68'	397.50'	29°44'10"
C5	1611.00'	N 23°07'25" W	104.92'	103.54'	3°40'13"
C6	125.00'	N 08°52'48" W	9.24'	9.24'	92°22'24"
C7	1028.00'	N 30°04'30" E	10.30'	10.30'	67°22'39"
C8	1057.00'	N 37°46'26" E	430.98'	434.29'	15°01'02"
C9	857.00'	N 64°07'26" E	398.79'	398.56'	57°41'08"



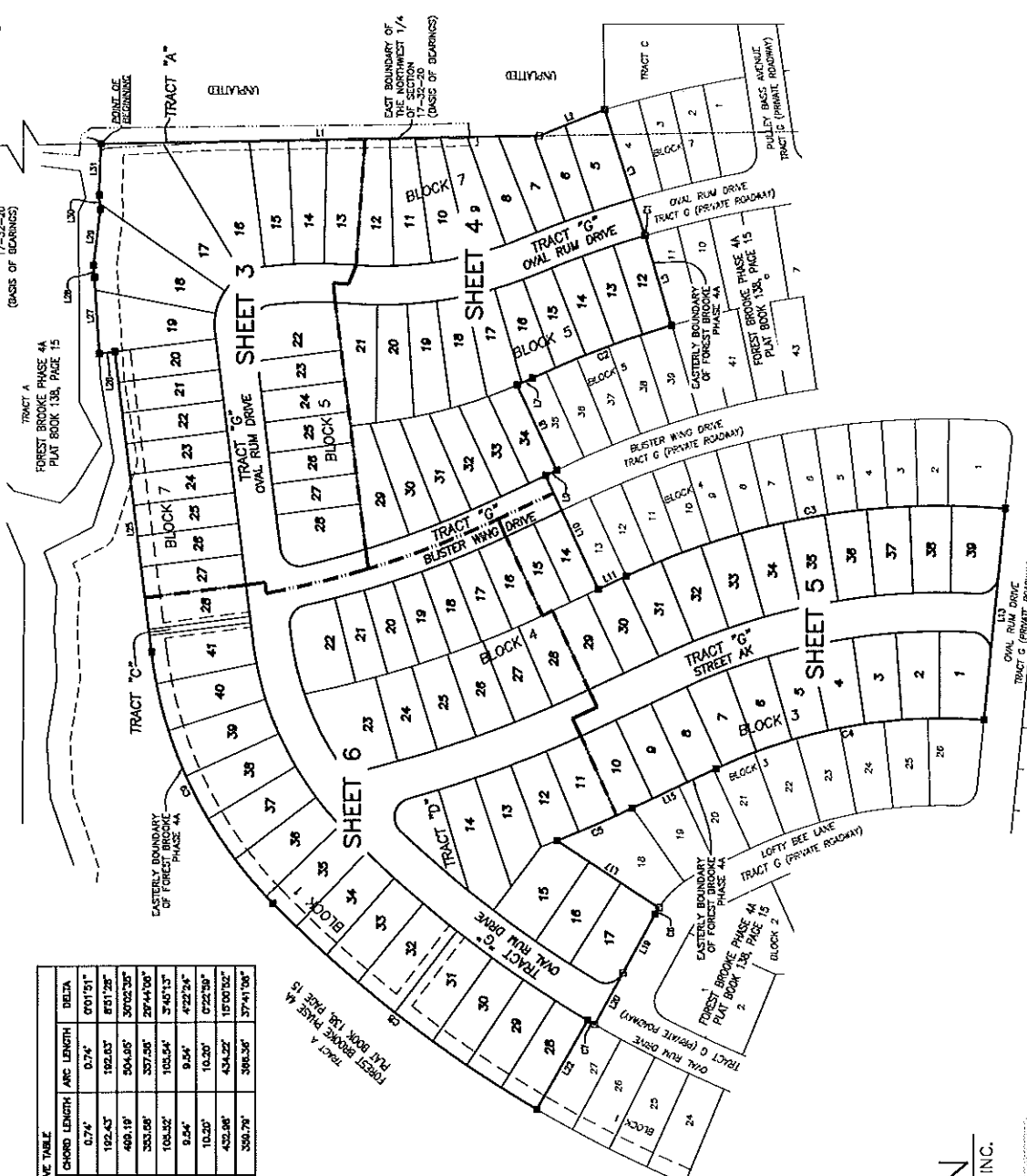
EAST BOUNDARY OF FOREST BROOKE PHASE 4A (NO. 20) NORTHWEST CORNER OF NORTHWEST 1/4 OF SECTION 17-32-20 CORNER RECORD #08694

EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 17-32-20 (BASIS OF BEARINGS)

POINT OF BEGINNING

UNPLATTED

EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 17-32-20 (BASIS OF BEARINGS)



TRACT TABULATION

TRACT A - DRAINAGE AREA (PRIVATE) AND WETLAND CONSERVATION

TRACT B - DRAINAGE AREA (PRIVATE)

TRACT C - COMMON AREA (PRIVATE) & UTILITY EASEMENT (PUBLIC)

TRACT D - ROADWAY (PRIVATE)

LEGEND

- SET (PIMA) PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT #107913
- FOUND 4"x4" CONCRETE MONUMENT LBM 7013
- SET (P&H) CONCRETE MONUMENT CONTROL POINT PARKER-HALLEN
- SET (P&H) CONCRETE MONUMENT CONTROL POINT PARKER-HALLEN
- (R) RADIAL LINE
- (N) NON-RADIAL LINE
- (B) BUSINESS
- (L) LICENSED BUSINESS
- (W) WETLAND CONSERVATION COMMISSION
- (W) W/CSRB WETLAND CONSERVATION AREA SETBACK
- (B) BOUNDARY
- (O) OFFICIAL RECORDS BOOK

PREPARED BY:

HAMILTON
ENGINEERING & SURVEYING, INC.

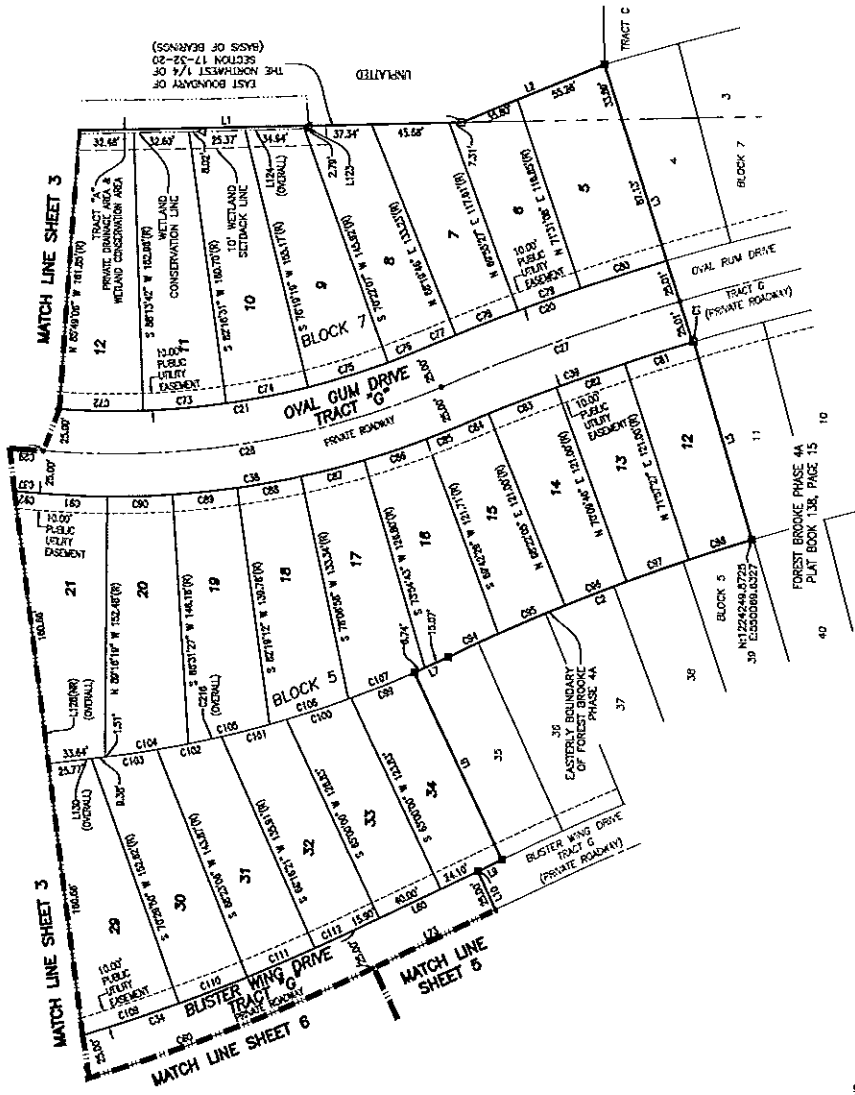
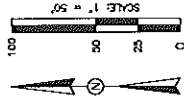
3408 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013 TEL: (813) 250-3535
FAX: (813) 250-3836

FOREST BROOKE PHASE 4B

A SUBDIVISION LYING IN THE NORTH 1/2 OF SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	1387.00'	S 18°13'47" E	0.74'	0.74'	0°01'01"
C2	1244.00'	N 20°46'38" W	192.43'	192.43'	8°51'38"
C3	1417.00'	N 10°23'48" W	151.83'	151.83'	8°08'32"
C4	475.00'	N 08°41'07" W	228.51'	228.51'	27°33'48"
C5	1392.00'	N 19°23'08" W	146.78'	146.78'	8°09'54"
C6	500.00'	N 06°41'07" W	238.22'	240.54'	27°33'48"
C7	500.00'	N 08°08'06" W	103.68'	103.68'	12°07'47"
C8	1175.00'	N 18°45'38" W	205.40'	205.40'	12°28'44"
C9	475.00'	S 07°05'00" E	100.37'	100.37'	12°07'47"
C10	325.00'	S 08°41'07" E	205.14'	205.14'	27°33'48"
C11	1387.00'	S 19°22'22" E	147.58'	147.58'	8°11'18"
C12	1300.00'	N 17°26'57" W	315.37'	315.37'	15°08'08"
C13	475.00'	S 01°12'18" W	48.33'	48.33'	8°07'12"
C14	475.00'	S 04°44'54" E	48.33'	48.33'	5°07'12"
C15	475.00'	S 10°42'03" E	48.33'	48.33'	5°07'12"
C16	475.00'	S 16°39'17" E	48.33'	48.33'	5°07'12"
C17	1417.00'	S 27°04'00" E	18.70'	18.70'	0°47'47"
C18	1417.00'	S 20°52'24" E	30.44'	30.44'	1°00'41"
C19	1417.00'	S 15°18'42" E	36.44'	36.44'	1°00'41"
C20	1417.00'	S 17°24'11" E	53.32'	53.32'	2°00'22"
C21	1387.00'	N 17°09'38" W	42.08'	42.08'	1°45'00"
C22	1387.00'	N 18°56'23" W	42.82'	42.82'	1°47'41"
C23	1387.00'	N 20°44'09" W	42.82'	42.82'	1°47'41"
C24	1387.00'	N 22°02'36" W	18.03'	18.03'	0°00'07"
C25	525.00'	N 17°24'40" W	18.03'	18.03'	2°10'30"
C26	525.00'	N 18°11'24" W	38.51'	38.51'	4°12'14"
C27	525.00'	N 13°50'09" W	38.51'	38.51'	4°12'14"
C28	525.00'	N 09°46'50" W	38.51'	38.51'	4°12'14"
C29	525.00'	N 05°34'41" W	38.51'	38.51'	4°12'14"
C30	525.00'	N 01°22'28" W	38.51'	38.51'	4°12'14"
C31	525.00'	N 02°54'44" E	46.02'	46.02'	4°22'08"
C32	475.00'	N 04°11'08" E	15.10'	15.10'	1°48'17"
C33	1244.00'	S 24°21'02" E	32.83'	32.83'	1°30'35"
C34	1244.00'	S 22°34'00" E	42.71'	42.71'	1°37'30"
C35	1244.00'	S 20°44'04" E	38.03'	38.03'	1°47'41"
C36	1244.00'	S 18°05'23" E	38.03'	38.03'	1°47'41"
C37	1244.00'	S 17°05'42" E	38.03'	38.03'	1°47'41"
C38	650.00'	N 17°34'58" W	40.08'	40.08'	3°32'00"
C39	650.00'	N 14°20'30" W	38.86'	38.86'	3°29'48"
C40	650.00'	N 10°52'00" W	38.86'	38.86'	3°29'48"
C41	650.00'	N 07°31'47" W	28.47'	28.47'	2°35'58"
C42	650.00'	S 05°41'45" E	48.33'	48.33'	4°15'48"
C43	650.00'	S 13°00'21" E	48.42'	48.42'	4°21'28"
C44	650.00'	S 17°20'33" E	48.98'	48.97'	4°18'00"
C45	650.00'	S 21°28'30" E	41.76'	41.77'	3°40'30"
C46	1175.00'	S 18°02'38" E	56.82'	56.83'	2°05'03"
C47	1175.00'	S 20°33'32" E	43.32'	43.32'	2°04'44"
C48	1175.00'	S 22°46'18" E	43.32'	43.32'	2°04'44"
C49	1175.00'	S 24°21'48" E	26.10'	26.10'	1°18'21"
C50	650.00'	S 14°52'24" E	187.87'	188.84'	16°07'08"

LINE#	DIRECTION	LENGTH
L1	S 02°02'48" E	500.88'
L2	S 21°40'33" E	91.08'
L3	S 72°24'28" W	171.04'
L4	S 73°45'08" W	124.00'
L5	N 24°08'38" W	21.81'
L6	S 07°00'00" W	121.32'
L7	N 28°00'00" W	15.80'
L8	S 08°00'00" W	162.00'
L9	N 27°00'00" W	80.00'
L10	N 27°00'00" W	80.00'
L11	N 28°00'00" W	80.00'
L12	S 28°58'30" W	1.58'
L13	N 01°19'23" W	63.11'
L14	S 62°58'00" W	324.31'
L15	S 06°33'50" E	35.15'

- LEGEND
- SET (P&S) PERMANENT REFERENCE MONUMENT
 - FOUND 4"x4" CONCRETE MONUMENT #12013
 - SET (P&S) PERMANENT CONTROL POINT
 - PARKER-MALON NAIL AND DISC "HAMILTON"
 - △ WETLAND CORNER
 - (R) RADIAL LINE
 - (N) NON-RADIAL LINE
 - ENVIRONMENTAL PROTECTION COMMISSION WETLAND CONSERVATION AREA SETBACK CORNER
 - OPTICAL RECORDS BOOK

PREPARED BY:

HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

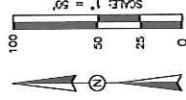
TEL (813) 250-3435
FAX (813) 250-3836

LB#7013

FOREST BROOKE PHASE 4B

A SUBDIVISION LYING IN THE NORTH 1/2 OF SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____



CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C2	983.00'	S 08°05'42" E	498.10'	564.85'	30°22'35"
C4	980.00'	N 10°07'59" W	353.58'	297.44'	37°44'08"
C5	1011.00'	N 23°07'23" W	105.54'	105.54'	3°45'13"
C40	25.00'	N 40°25'33" W	34.58'	38.19'	87°30'56"
C41	851.00'	N 10°50'03" W	418.31'	420.78'	28°19'48"
C50	828.00'	N 10°23'33" W	428.38'	431.27'	29°54'54"
C52	1474.00'	N 18°23'17" W	338.45'	340.21'	13°13'27"
C53	23.00'	N 48°24'48" E	36.21'	40.48'	82°48'23"
C54	801.00'	N 10°58'42" W	387.69'	391.88'	28°00'35"
C56	1498.00'	N 20°03'59" W	297.83'	298.15'	9°32'02"
C120	1498.00'	N 24°30'33" W	20.44'	20.44'	0°46'23"
C184	1811.00'	S 24°38'33" E	21.87'	21.87'	0°46'23"
C178	983.00'	N 02°59'08" E	66.17'	66.19'	4°00'58"
C179	983.00'	N 00°43'03" W	55.28'	55.27'	3°17'18"
C180	983.00'	N 04°00'21" W	55.28'	55.27'	3°17'18"
C181	983.00'	N 07°17'40" W	55.28'	55.27'	3°17'18"
C182	983.00'	N 10°24'58" W	55.28'	55.27'	3°17'18"
C183	983.00'	N 13°32'16" W	55.28'	55.27'	3°17'18"
C184	983.00'	N 17°00'35" W	55.28'	55.27'	3°17'18"
C185	983.00'	N 20°28'53" W	55.28'	55.27'	3°17'18"
C186	983.00'	N 23°32'48" W	48.86'	48.87'	2°54'27"
C187	851.00'	S 23°32'48" E	43.18'	43.18'	2°54'27"
C188	851.00'	S 20°28'53" E	48.84'	48.84'	3°17'18"
C189	851.00'	S 17°00'35" E	48.84'	48.84'	3°17'18"
C190	851.00'	S 13°32'16" E	48.84'	48.84'	3°17'18"
C191	851.00'	S 10°24'58" E	48.84'	48.84'	3°17'18"
C192	851.00'	S 07°17'40" E	48.84'	48.84'	3°17'18"
C194	851.00'	S 00°43'03" E	48.84'	48.84'	3°17'18"
C195	851.00'	S 02°07'43" W	35.70'	35.70'	2°24'13"
C196	801.00'	N 01°28'03" E	43.12'	43.12'	3°00'00"
C197	801.00'	N 02°05'22" W	56.32'	56.33'	4°01'46"
C198	801.00'	N 06°07'08" W	56.32'	56.33'	4°01'46"
C199	801.00'	N 10°08'55" W	56.32'	56.33'	4°01'46"
C200	801.00'	N 14°10'41" W	56.32'	56.33'	4°01'46"
C201	801.00'	N 18°12'28" W	56.32'	56.33'	4°01'46"
C202	801.00'	N 22°14'14" W	56.32'	56.33'	4°01'46"
C203	801.00'	N 26°37'54" W	10.46'	10.46'	0°44'33"
C204	898.00'	S 22°14'14" E	48.45'	48.46'	4°01'46"
C205	898.00'	S 18°12'28" E	48.45'	48.46'	4°01'46"
C206	898.00'	S 14°10'41" E	48.45'	48.46'	4°01'46"
C207	898.00'	S 10°08'55" E	48.45'	48.46'	4°01'46"
C208	898.00'	S 06°07'08" E	48.45'	48.46'	4°01'46"
C209	898.00'	S 02°05'22" E	48.45'	48.46'	4°01'46"
C210	898.00'	S 02°18'49" W	57.83'	57.85'	4°48'37"

LINE#	DIRECTION	LENGTH
L10	S 85°00'00" W	102.00'
L11	S 25°00'00" E	40.00'
L13	N 84°11'00" W	274.03'
L15	N 25°00'00" W	120.00'
L16	N 25°00'00" W	120.00'
L17	S 25°00'00" E	80.00'
L21	N 25°00'00" W	120.00'
L22	N 25°00'00" W	120.00'
L23	N 25°00'00" W	80.00'
L137	S 25°00'00" E	80.00'

- LEGEND
- - SET (P&M) PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT LB#7013
 - - SET 4"x4" CONCRETE MONUMENT LB# 7013
 - - SET (P&P) PERMANENT CONTROL POINT PARKER-KALON NAIL AND DISC "HAMILTON LB#7013"
 - (R) - (R) - NON-RADIAL LINE
 - LB - LICENSE BUSINESS
 - EP - ENVIRONMENTAL PROTECTION COMMISSION
 - CS - CONSERVATION AREA SETBACK
 - BB - BOUNDARY
 - O.R.B. - OFFICIAL RECORDS BOOK

PREPARED BY:

HAMILTON
ENGINEERING & SURVEYING, INC.

3469 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013
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FOREST BROOKE PHASE 4B

PLAT BOOK _____ PAGE _____

A SUBDIVISION LYING IN THE NORTH 1/2 OF SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

NOTE
LINE & CURVE TABLES
REFERENCE TAGS SHOWN ON SHEET 6

CURVE#	RADIUS	CHORD BEARINGS	CHORD LENGTH	ARC LENGTH	DELTA
C5	1811.00'	N 23°07'23" W	105.54'	105.54'	3°45'13"
C6	125.00'	N 56°52'48" W	9.54'	9.54'	4°22'24"
C7	1525.00'	N 37°04'30" E	10.20'	10.20'	0°22'58"
C8	1657.00'	N 37°49'28" E	43.98'	43.98'	15°00'32"
C9	857.00'	N 64°07'28" E	359.79'	359.79'	37°41'08"
C25	425.00'	S 64°07'28" E	274.53'	274.53'	37°41'08"
C26	1525.00'	S 37°49'28" W	398.48'	398.48'	15°00'32"
C27	460.00'	S 64°07'28" W	295.30'	295.30'	37°41'08"
C28	1500.00'	S 37°35'18" W	401.58'	402.76'	15°23'08"
C43	1440.00'	N 17°01'24" W	301.75'	302.30'	11°57'12"
C44	25.00'	N 21°18'18" E	28.19'	29.85'	65°30'15"
C45	375.00'	N 69°16'45" E	177.48'	178.17'	27°22'33"
C46	1225.00'	S 16°32'28" E	275.83'	276.21'	12°35'06"
C52	1474.00'	N 16°23'17" W	339.45'	340.21'	13°13'27"
C52	1474.00'	N 16°23'17" W	339.45'	340.21'	13°13'27"
C56	1489.00'	N 20°03'58" W	257.83'	258.15'	8°52'02"
C57	25.00'	S 78°55'42" W	45.84'	53.05'	121°30'29"
C58	1475.00'	S 37°05'34" W	317.74'	316.35'	122°1'56"
C59	25.00'	S 15°04'45" E	35.86'	40.13'	81°58'34"
C80	1200.00'	N 17°28'57" W	315.37'	316.29'	15°06'06"
C81	400.00'	N 47°58'30" E	37.60'	37.61'	5°23'16"
C82	400.00'	N 66°48'04" E	222.51'	225.46'	32°17'52"
C114	1225.00'	N 2°04'44" W	39.38'	39.38'	1°50'31"
C115	1225.00'	N 22°14'15" W	39.35'	39.35'	1°50'27"
C116	1225.00'	N 20°23'46" W	39.35'	39.38'	1°50'27"
C117	1225.00'	N 16°33'22" W	39.35'	39.35'	1°50'27"
C118	1225.00'	N 16°42'38" W	39.35'	39.35'	1°50'27"
C119	1225.00'	N 14°52'38" W	39.35'	39.35'	1°50'27"
C120	1225.00'	N 13°01'04" W	40.05'	40.05'	1°52'24"
C121	375.00'	S 76°55'28" W	78.85'	78.10'	12°05'09"
C122	375.00'	S 63°14'09" W	99.78'	100.07'	15°17'24"
C123	1440.00'	S 14°03'50" E	51.45'	51.45'	2°02'04"
C124	1440.00'	S 16°08'08" E	53.31'	53.31'	2°06'29"
C125	1440.00'	S 18°14'35" E	53.31'	53.31'	2°06'29"
C126	1440.00'	S 20°21'04" E	53.31'	53.31'	2°06'29"
C127	1440.00'	S 22°27'33" E	53.31'	53.31'	2°06'29"
C128	1440.00'	S 24°15'24" E	37.60'	37.60'	1°29'12"
C130	1490.00'	N 23°16'32" W	40.34'	40.34'	1°33'08"
C131	1490.00'	N 21°23'25" W	40.34'	40.34'	1°33'08"
C132	1490.00'	N 19°30'14" W	40.34'	40.34'	1°33'08"
C133	1490.00'	N 17°37'05" W	40.34'	40.34'	1°33'08"
C134	1490.00'	N 15°54'14" W	40.35'	40.35'	1°32'33"
C135	1475.00'	S 46°58'57" W	117.19'	117.22'	4°33'12"
C136	1475.00'	S 37°56'18" W	60.26'	60.26'	1°34'05"
C137	1475.00'	S 36°50'30" W	67.60'	67.60'	2°37'33"
C138	1475.00'	S 35°28'40" W	53.25'	53.25'	2°04'07"
C139	1475.00'	S 31°41'09" W	39.92'	39.92'	1°33'03"

CURVE#	RADIUS	CHORD BEARINGS	CHORD LENGTH	ARC LENGTH	DELTA
C140	1525.00'	N 31°11'37" E	49.35'	49.35'	1°51'15"
C141	1525.00'	N 33°02'52" E	49.35'	49.35'	1°51'15"
C142	1525.00'	N 34°54'07" E	49.35'	49.35'	1°51'15"
C143	1525.00'	N 36°53'42" E	56.75'	56.75'	2°07'58"
C144	1525.00'	N 39°01'38" E	56.75'	56.75'	2°07'58"
C145	1525.00'	N 41°01'14" E	49.35'	49.35'	1°51'15"
C146	1525.00'	N 42°52'29" E	49.35'	49.35'	1°51'15"
C147	1657.00'	S 44°32'29" W	42.78'	42.78'	1°28'48"
C148	1657.00'	S 42°52'28" W	53.62'	53.62'	1°51'15"
C149	1657.00'	S 41°01'14" W	53.62'	53.62'	1°51'15"
C150	1657.00'	S 39°01'38" W	61.86'	61.86'	2°07'58"
C151	1657.00'	S 36°53'42" W	61.86'	61.86'	2°07'58"
C152	1657.00'	S 34°54'07" W	53.62'	53.62'	1°51'15"
C153	1657.00'	S 33°02'52" W	53.62'	53.62'	1°51'15"
C154	1657.00'	S 31°11'37" W	53.62'	53.62'	1°51'15"
C155	557.00'	S 80°51'24" W	41.02'	41.02'	4°13'12"
C156	557.00'	S 78°51'48" W	62.51'	62.54'	6°25'59"
C157	557.00'	S 69°05'50" W	62.51'	62.54'	6°25'59"
C158	557.00'	S 62°39'51" W	62.51'	62.54'	6°25'59"
C159	557.00'	S 56°13'52" W	62.51'	62.54'	6°25'59"
C160	557.00'	S 49°47'54" W	62.51'	62.54'	6°25'59"
C161	557.00'	S 42°56'53" W	12.64'	12.64'	1°18'02"
C162	1611.00'	S 21°47'22" E	30.85'	30.85'	1°05'11"
C163	1611.00'	S 23°16'32" E	53.02'	53.02'	1°30'12"
C165	1337.00'	N 24°12'24" W	34.60'	34.60'	1°30'12"
C166	1337.00'	N 22°27'33" W	46.19'	46.19'	2°08'28"
C167	1337.00'	N 20°21'04" W	46.19'	46.19'	2°08'28"
C168	1337.00'	N 18°14'35" W	46.19'	46.19'	2°08'28"
C169	1337.00'	N 16°08'08" W	46.19'	46.19'	2°08'28"
C170	1337.00'	N 13°03'28" W	84.41'	84.41'	4°02'47"
C171	1337.00'	S 12°29'40" E	68.13'	68.13'	2°55'11"
C172	1337.00'	S 14°52'28" E	42.98'	42.98'	1°50'27"
C173	1337.00'	S 16°42'38" E	42.98'	42.98'	1°50'27"
C174	1337.00'	S 18°33'22" E	42.98'	42.98'	1°50'27"
C175	1337.00'	S 20°23'46" E	42.98'	42.98'	1°50'27"
C176	1337.00'	S 22°14'15" E	42.98'	42.98'	1°50'27"
C177	1337.00'	S 24°04'44" E	42.98'	42.98'	1°50'31"
C222	425.00'	N 46°53'53" E	9.85'	9.85'	1°18'02"
C224	425.00'	N 49°47'54" E	47.69'	47.72'	6°25'59"
C225	425.00'	N 51°15'32" E	47.69'	47.72'	6°25'59"
C226	425.00'	N 52°39'51" E	47.69'	47.72'	6°25'59"
C228	425.00'	N 50°05'50" E	47.69'	47.72'	6°25'59"
C229	425.00'	N 46°51'46" E	47.69'	47.72'	6°25'59"
C228	425.00'	N 50°51'24" E	31.30'	31.30'	4°13'12"
C231	1525.00'	N 47°32'29" E	39.39'	39.39'	1°28'48"
C232	1611.00'	S 20°58'46" E	22.48'	22.48'	6°47'58"
C233	1337.00'	N 18°14'35" W	46.19'	46.19'	2°08'28"

LINE#	DIRECTION	LENGTH
L17	S 33°18'24" W	107.60'
L19	N 61°04'00" W	86.18'
L20	N 65°59'56" W	75.85'
L22	N 59°44'00" W	132.00'
L25	N 82°59'00" E	390.72'
L26	S 82°56'00" W	400.50'
L28	N 25°00'00" W	120.00'
L29	S 82°56'00" E	10.00'
L144	N 29°00'00" W	14.21'

PREPARED BY:



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- LEGEND
- SET (SMA) REMAINING REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT #187013
 - FOUND 4"x4" CONCRETE MONUMENT LBM 7013
 - SET (PCP) PERMANENT CONTROL POINT PARKER-KALON NAL AND DISC "HAMILTON L8/7013"
 - (S) NON-RADIAL LINE
 - (NR) NON-RADIAL LINE
 - (L) LICENSE BUSINESS
 - (EPC) ENVIRONMENTAL PROTECTION COMMISSION
 - (B) BOUNDARY
 - (C) CONCRETE MONUMENT AREA SETBACK
 - (O.R.B.) OFFICIAL RECORDS BOOK