SUBJECT:

Sereno Phase 8A fka DG Farms 8A

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE: CONTACT:

April 12, 2022 Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Sereno Phase 8A fka DG Farms 8A, located in Section 05, Township 32, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$330,600.09, a Warranty Bond in the amount of \$47,068.03, 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 \$13,437.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On June 2, 2019, Permission to Construct Prior to Platting was issued for Sereno Phase 8A fka DG Farms 8A. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is DG Farms Community Development District and the engineer is Hamilton Engineering & Surveying, LLC.

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into thisday of, 20, by and between <u>DG</u> <u>Farms Community Development District</u> hereinafter referred to as "Subdivider", <u>GTIS Metro DG, LLC</u> , 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 Sereno Phase84 ; 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 <u>Sereno Phase 8A</u> are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and
WHEREAS, the Owner agrees to cause to be built and constructed the aforementioned improvements in the platted area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:
x Roads/Streets x Water Mains/Services x Stormwater Drainage Systems x Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services Sidewalks Other: and
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period as defined in Paragraph 3; and
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider and Owner as set forth herein, to

performance of said warranty and obligation to repair.

gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned 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 Sereno Phase 8A 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 Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in <u>Sereno Phase 8A</u> 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, streets, and drainage). 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 <u>Sereno Phase 8A</u>, 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.	Letters of Credit, numbernumber		, dated	, and with		
				by order		
	of					
b.		A Performance Bond, dated February 24, 2022 with <u>DG Farms Community Development District</u> as Principal, and <u>United States Fire Insurance Company</u> as Surety, and				
	A Warranty Bond, dated Februa Principal, and <u>United States Fire</u>	E		velopment District as		
c.	Cashier/Certified Checks, numb numbershall be deposited by the County interest shall be paid to the Subc	, dated y into a non-interest	bearing escrow account	which upon receipt. No		

Copies of said letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks 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 his 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 his 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 <u>Sereno Phase 8A</u> 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 <u>6</u> 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 his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of 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 execute	d these presents, this day of, 20
ATTEST:	SUBDIVIDER: DG Farms Community Development District
Witness' Signature (Signed before a Notary Public and 2 Witnesses)	By: Authorized Corporate Officer or Individual
Printed Name of Witness	Michael Lawson Name (typed, printed or stamped)
Witness' Signature	Chairman Title
Aimee Walker Hodge Printed Name of Witness	1540 International Parkway, Ste 2000, Lake Mary, FL 32746 Address of Signer
	813-564-7847 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
Michael Lawson as Chairman	me this day of February, 2022, by of DG Farms Community Development District. He/she is
personally known to me or has produced	as identification.
KARESSA BOYD MY COMMISSION # HH 088582 EXPIRES: May 31, 2025 Bonded Thru Notary Public Undepartures	NOTARY PUBLIC
My Commission Number: HH088582	Rint Name

ATTEST:	OWNER: GTIS Metro DG, LLC
Witness' Signature (Signed before a Notary Public and 2 Witnesses)	By:Authorized Corporate Officer or Individual
Printed Name of Witness	John Ryan Name (typed, printed or stamped)
Witness' Signature Witness' Signature	Manager Title
Aimee Walker Hodge Printed Name of Witness	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	
John Ryan as Manager	of GTIS Metro DG, LLC. He/she is personally known to me or
KARESSA BOYD MY COMMISSION # HH 088582 EXPIRES: May 31, 2025 Bonded Thru Notary Public Underwriters My Commission Expires: 5131/2025 My Commission Number: HH088582	NOTARY PUBLIC Karessa Boya Print Name
ATTEST: HILLSBOROUGH COUNTY CINDY STUART, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Chair

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>DG Farms Community Development District</u> called the Principal, and <u>United States Fire Insurance Company</u> called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of <u>Three Hundred Thirty Thousand Six Hundred and 09/100 Dollars (\$330,600.09)</u> 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 streets and 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. 6213014397 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 Sereno Phase 8A subdivision all, streets, drainage 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 February 24, 2023.

SIGNED, SEALED AND DATED this <u>24th</u> day of <u>February</u> , 20 <u>22</u> .
ATTEST: DG Farms Community Development District BY: PRINCIPAL (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH
The foregoing instrument is hereby acknowledged before me this <u>asth</u> day of <u>February</u> , 20 <u>22</u> , by <u>Michael Lawson</u> as <u>Chairman</u> of DG Farms CDD. He/she is <u>personally</u>
known to me or has produced as identification.
KARESSA BOYD MY COMMISSION # HH 088582 EXPIRES: May 31, 2025 Bonded Thru Notary Public Underwriters NOTARY PUBLIC
My Commission Expires: 5/31/2025 My Commission Number: HH 088582 Karesja Boyd

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

United States Fire Insurance Company

SURETY

(SEAL)

ATTEST:

ATTORNEY-IN-FACT Alexis R. Apostolidis

(SEAL)

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the 24th day of February , 2022 , before me, Timothy S. Huffman, 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.
- A
Signature of Notary Public
Date Commission Expires: February 28, 2026
Timothy S. Huffman
Printed Name of Notary

TIMOTHY S. HUFFMAN NOTARY PUBLIC - CT 183092 My Commission Expires Feb. 28, 2026

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, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco, Rebecca M. Josephson, Amanda Pierina D'Angelo, Eric Strba, Gentry Stewart, Jennifer Gail Godere

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 24th day of February 2022



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>DG Farms Community Development District</u> 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 <u>Forty Seven Thousand Sixty Eight and 03/100 Dollars (\$47,068.03)</u> 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 (streets, drainage, water and waste) for maintenance in connection with the approved platted subdivision known as Sereno Phase 8A; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (streets, drainage, 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

Bond No. 6213014568

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 streets, drainage, 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 Sereno Phase 8A, 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 February 24, 2025.

SIGNED, SEALED AND DATED this 24th day of February, 20 22.

DG Farms Community Development District

PRINCIPAL

(SEAL)

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this

of DG Farms CDD. He/she is

personally known to me or has produced

as identification.

KARESSA BOYD MY COMMISSION # HH 088582 **EXPIRES: May 31, 2025** Bonded Thru Notary Public Underwriters

My Commission Expires: 5|\$| My Commission Number: HH 08858

NOTARY PUBLIC

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal BY

Sufficiency.

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:

Connor Wolpert, Witness

Alexis R. Apsotolidis

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the <u>24th</u> day of <u>February</u> , 2022, before me, Timothy S. Huffman, the undersigned officer, personally appeared <u>Alexis R. Apostolidis</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for <u>United States Fire Insurance Company</u> , 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, 2026
Timothy S. Huffman
Printed Name of Notary

TIMOTHY S. HUFFMAN NOTARY PUBLIC - CT 183092 My Commission Expires Feb. 28, 2026

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 Turccamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Brendan William Fletcher, Cassandra Bacz, Jacqueline Rose Susco, Rebecca M. Josephson, Amanda Pierina D'Angelo, Eric Strba, Gentry Stewart, Jennifer Gail Godere

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.



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 24th day of February 2022



UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

DG FARMS PHASES 8A

Engineer's Certification of Total Cost and Quantities

STREETS AND DRAINAGE	\$	264,480.07
SANITARY SEWER COLLECTION		-
WATER DISTRIBUTION SYSTEM:		
TOTAL:	_\$	264,480.07
125% PERFORMANCE BOND AMOUNT:	\$	330,600.09



Lucas Carlo, P.E.

Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying LLC. LB# 8474

DG FARMS PHASE 8A

STREETS & DRAINAGE

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1 1/2" Asphaltic Surface Course (Type SP - 12.5)	6422.00	SY	\$ 10.40	\$ 66,788.80
6" Crushed Concrete Base Course	6422.00	SY	\$ 10.44	\$ 67,045.68
12" Stabilized Subgrade	6422.00	SY	\$ 4.69	\$ 30,119.18
5' Concrete Sidewalk (4" Thick)	132.00	LF	\$ 25.27	\$ 3,335.64
ADA Sidewalk Ramp Per FDOT Index 304	6.00	EA	\$ 971.57	\$ 5,829.42
"T" Type Turn Around (Install)	2.00	EA	\$ 6,908.86	\$ 13,817.72
Dead End Barricade (Install)	2.00	EA	\$ 523.15	\$ 1,046.30
Striping & Signage	1.00	LS	\$ 5,013.56	\$ 5,013.56
6" Underdrain	4329.00	LF	\$ 15.09	\$ 65,324.61
6" Underddrain Cleanout	28.00	EA	\$ 219.97	\$ 6,159.16

TOTAL for Streets & Drainage

\$264,480.07

DG FARMS PHASES 8A

Engineer's Certification of Total Cost and Quantities

STREETS AND DRAINAGE	1	PRIVATE
SANITARY SEWER COLLECTION	_\$	331,687.00
WATER DISTRIBUTION SYSTEM:		138,993.32
TOTAL:	\$	470,680.32
10% WARRANTY BOND AMOUNT:	\$	47,068.03

1/19/2022

Lucas Carlo, P.E.

Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying LLC. LB# 8474

DG FARMS PHASE 8A

STREETS & DRAINAGE					
Item Description	Estimated Quantity	Unit	Unit Price		Total Price
1 1/2" Asphaltic Surface Course (Type SP - 12.5)	6422.00	SY \$	10.40	\$	66,788.80
6" Crushed Concrete Base Course	6422.00	SY \$	10.44	\$	67,045.68
12" Stabilized Subgrade 5' Concrete Sidewalk (4" Thick)	6422.00	SY \$	4.69	\$	30,119.18
ADA Sidewalk Ramp Per FDOT Index 304	132.00 6.00	LF \$ EA \$	25.27 971.57	\$	3,335.64 5,829.42
Concrete Miami Curb (Type A)	5311.00	LF \$	12.42	\$	65,962.62
Concrete Curb & Gutter (Type F)	120.00	LF \$	20.95	\$	2,514.00
Concrete Curb Type D	64.00	LF \$	18.68	\$	1,195.52
Concrete Curb Valley Gutter Intersection "T" Type Turn Around (Install)	2.00 2.00	EA \$	3,051.73	\$	6,103.46 13,817.72
Dead End Barricade (Install)	2.00	EA \$	6,908.86 523.15	\$	1,046.30
Striping & Signage	1.00	LS \$	5.013.56	\$	5,013.56
6" Underdrain	4329.00	LF \$	15.09	\$	65,324.61
6" Underddrain Cleanout	28.00	EA \$	219.97	\$	6.159.16
15" RCP 18" RCP	127.00 167.00	LF \$	36.42 44.61	\$	4,625.34 7,449.87
24" RCP	448.00	LF \$	57.79	\$	25,889.92
30" RCP	214.00	LF \$	75.76	\$	16,212.64
Type 1 Curb Inlet (3'-6" x 4'-0" Box)	5.00	EA \$	5,447.39	\$	27,236.95
Type 1 Curb Inlet (4'-0" x 4'-0" Box)	1.00	EA \$	5,447.39	\$	5,447.39
Type 2 Curb Inlet (3'-6" x 4'-0" Box) Type P Manhole	3.00 2.00	EA \$	5,617.00 3,025.79	\$	16,851.00 6,051.58
Mitered End Section - 18" RCP	1.00	EA \$	1,061.05	\$	1,061.05
Mitered End Section - 24" RCP	1.00	EA \$	1,266.60	\$	1,266.60
Mitered End Section - 30" RCP	1.00	EA \$	2,498.83	\$	2,498.83
Remove Temp Tops & Construct Perm Tops	4.00	EA \$	2,463.76	\$	9,855.04
	TOTAL for Streets & Drain	age			\$464,701.88
CANTEL BY COURT COLL FORCE					
SANITARY SEWER COLLECTION					
Item Description	Estimated Quantity	Unit	Unit Price		Total Price
8" PVC (0'-6' Cut)	50	LF \$	30.22	\$	1,511.00
8" PVC (10'-12' Cut)	670	LF \$	41.76	\$	27,979.20
8" PVC (12'-14' Cut)	460	LF \$	43.11	\$	19,830.60
8" PVC (14'-16' Cut)	276	LF \$	80.92	\$	22,333.92
8" PVC (16'-18' Cut)	331	LF \$	92.62	\$	30,657.22
8" PVC (18'-20' Cut)	826	LF \$	106.92	\$	88,315.92
Standard Manhole (0'-6' Cut) Standard Manhole (8'-10' Cut)	1.00 1.00	EA \$	3,173.18	\$	3,173.18
Standard Manhole (10'-12' Cut)	3.00	EA \$	3,880.52 4,436.47	\$ \$	3,880.52 13,309.41
Standard Manhole (12'-14' Cut)	4.00	EA \$	4,835.93	\$	19,343.72
Standard Manhole (14'-16' Cut)	1.00	EA \$	5,090.37	\$	5.090.37
Standard Manhole (16'-18' Cut)	2.00	EA \$	6,607.63	\$	13.215.26
Standard Manhole (18'-20' Cut) Drop Manhole (16'-18' Cut)	4.00 1.00	EA \$ EA \$	7,178.16 8,565.22	\$	28,712.64 8,565.22
Remove Plug and Connect to Existing Sanitary Sewer Manhole	1.00	EA \$	983.69	\$	983.69
8" Plug & Stub	2.00	EA \$	347.28	\$	694.56
Single Sewer Service Connection	8.00	EA \$	780.69	\$	6,245.52
Double Sewer Service Connection	41.00	EA \$	923.05	\$	37,845.05
	TOTAL for Sanitary Sewer	Collection			\$331,687.00
WATER DISTRIBUTION SYSTEM					
Item Description	Estimated Quantity	Unit	Unit Price		Total Price
Install Temporary Backflow Assembly	1.00 ea	\$	8.914.89	\$	8,914.89
Remove Blow-Off and Connect to Existing 6" Water Main	1.00 ea	\$	865.72		865.72
6" PVC Water Main	2960.00 If	\$	13.12	\$	38,835.20
6" Plug	2.00 ea	\$	363.70	\$	727.40
6" Gate Valve 6" 22 1/2 Bend	11.00 ea	\$ \$	1,326.42	\$	14,590.62
6" 45 Bend	8.00 ea 19.00 ea	\$	303.20 309.36	\$	2,425.60 5,877.84
6" x 6" Tee	1.00 ea	\$	487.94		487.94
8" x 6" Reducer	1.00 ea	\$	263.43	\$	263.43
Fire Hydrant Assembly	6.00 ea	\$	4,783.02	\$	28,698.12
Blow-off Assembly Single Service (Short)	2.00 ea	\$	609.31		1,218.62
Single Service (Snort) Single Service (Long)	50.00 ea 34.00 ea	\$ \$	389.13 489.16	\$	19,456.50 16,631.44
				-	
	TOTAL for Water Distribut	ion System			\$138,993.32

TOTAL

\$935,382.20

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement is made and entered into this _	day of	, 20,	by and between
DG Farms Community Development District hereinaft	er referred to as	"Subdivider	", GTIS Metro DG,
LLC, hereinafter referred to as "Owner", and Hillsbord	ough County, a p	olitical subd	ivision 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 Sereno Phase 8A; 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 <u>Sereno</u> <u>Phase 8A</u> 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 <u>Sereno Phase 8A</u> subdivision within <u>Six</u> (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.

hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as: Letter of Credit, number ______, a. dated_____, with______,
by order of A Performance Bond, dated February 24, 2022, b. with DG Farms Community Development District as Principal, and United States Fire Insurance Company as Surety, or Escrow Agreement, dated______, between and the County, or c. Cashier/Certified Check, number______, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest d. shall be paid to the Subdivider on funds received by the County pursuant to this

The Subdivider agrees to, and in accordance with the requirements of the LDC does

3.

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.

Agreement.

- 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 <u>Sereno Phase 8A</u> 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 haday of, 20	ve executed these presents, this
ATTEST:	SUBDIVIDER: DG Farms CDD
Witness Signature Printed Name of Witness	By:Authorized Corporate Officer or Individual (Sign before a Notary Public)
Witness Signature	Michael Lawson Printed Name of Signer
Printed Name of Witness	<u>Chairman</u> Title of Signer
CORPORATE SEAL (When Appropriate)	1540 International Parkway, Ste 2000, Lake Mary, FL 32746 Address of Signer 813-564-7847 Phone Number of Signer
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was act February, 2022, by Michae Development District. He/she is personally known	el Lawson as Chairman of DG Farms Community
AS identification. KARESSA BOYD MY COMMISSION # HH 088582 EXPIRES: May 31, 2025 Bonded Thru Notary Public Underwriters	Notary Public Kares sa Boyd
ATTEST: CINDY STUART CLERK OF CIRCUIT COURT	Print Name BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk APPROVED BY THE COU Approved As To Form And Sufficiency.	

ATTEST:	OWNER: GTIS Metro DG, LLC
Witness Signature	By: Authorized Corporate Officer
Printed Name of Witness	or Individual (Sign before a Notary Public)
Witness Signature	John Ryan Printed Name of Signer
Aimee Walker Hodge Printed Name of Witness	Manager Title of Signer
CORPORATE SEAL (When Appropriate)	2502 N. Rocky Point Dr., Suite 1050, Tampa, FL 33607 Address of Signer (813) 288-8078 Phone Number of Signer
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was ack February, 2022 by John Ry	nowledged before me this day of an as as of GTIS Metro DG, LLC. He/she is
personally known to me or who has produced	as identification.
KARESSA BOYD MY COMMISSION # HH 088582 EXPIRES: May 31, 2025 Bonded Thru Notary Public Underwriters	Notary Public Karessa Boyal Print Name
ATTEST: CINDY STUART CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By: Chairman

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>DG Farms Community Development District</u> called the Principal, and <u>United States Fire Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Thirteen Thousand Four Hundred Thirty Seven and 50/100 Dollars</u> (\$13,437.50) 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 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 <u>Sereno Phase 8A</u> 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. 6213014388

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 Sereno Phase 8A 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 February 24, 2023.

SIGNED, SEALED AND DATED this 24th day of February, 2022.
ATTEST: DG Farms Community Development District BY: PRINCIPAL (SEAL)
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument is hereby acknowledged before me this 28th day of February , 2022, by Michael Lawson as Chairman of DG Farms Community Development
District. He/she is personally known to me or has produced as identification.
KARESSA BOYD MY COMMISSION # HH 088582 EXPIRES: May 31, 2025 Bonded Thru Notary Public Underwriters NOTARY PUBLIC
My Commission Expires: 5/31/2025 My Commission Number: HH 088582 WYCSA BOYC

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

United States Fire Insurance Company

SURETY

(SEAL)

ATTEST:

Connor Wolpert, Witness

ATTORNEY-IN-FACT Alexis R. Apostolidis

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the 24th day of February , 2022 , before me, Timothy S. Huffman, 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, 2026
Timothy S. Huffman
Printed Name of Notary

TIMOTHY S. HUFFMAN NOTARY PUBLIC - CT 183092 My Commission Expires Feb. 28, 2026

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, Brendan William Fletcher, Cassandra Bacz, Jacqueline Rose Susco, Rebecca M. Josephson, Amanda Pierina D'Angelo, Eric Strba, Gentry Stewart, Jennifer Gail Godere

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.



Anthony R. Slimowicz, President

UNITED STATES FIRE INSURANCE COMPANY

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 24thday of February 2022



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President



SERENO DG FARMS 8A

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

Listed below is Hamilton Engineering and Surveying, LLC's certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of SERENO DG FARMS 8A. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

86 Lots @ \$125 each = \$10750.00 @125% = \$13437.50

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

No 6768 STATE OF FLORIDA

SERENO PHASE 8A

A SUBDIVISION LYING WITHIN SECTION 5, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

- PAGE

PLAT BOOK __

DESCRIPTION

A SUBDIVISION LYING WITHIN SECTION 5, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE MORTHELIST CORNER OF DO FARANE PHASE; TO AS RECORDED IN PATIBOOK 140, PAGE 170 OF THE PROBLEM RECORDED. ALL ALL BEDONG 140, PAGE 170 OF THE PROBLEM RECORDED. ALL ALL BEDONG 140, PAGE 170, PAGE

CONTAINING 68,94 ACRES, MORE OR LESS,

PLAT NOTES:

1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE

NOME CORRINGE STEIN HOLD STATEM ADON TO JUSTICATE. BEAD THAT HERE PROPERTIES WILL OF

SUBDIVISION FATS TO WILL ASSET STEERS HE DESCRIPTION. THE SOUTH HERE OF CONTRIBUTION

ALL NOT FLOOD HERE STEERS HERE OF THE STATEM AND STATEM AND

DEDICATION:

THE LAGESHICKEL, AG WARGE THE LAUSE STATED PREBLUCES HERBY CEDEAUTH THES AT OF ELECTROP HAS BE AN OF RECORD, FURTHER, THE OWNER DOES HERBY DEBOATET OF PUBLICUSE ALL ELECEMENTS REGIONATION WHICH PLAY AS YABLIC: THE UNDERSIGNED FLATHER MAKES THE FOLLOWING DEACHDORN AND REFERVATIONS.

IN THE PRIVATE ROADS AND PRIVATE RIGHTS-OF-WAY SHOWN HEREON AS TRACT A ARE NOT DEDICATED TO THE REMAINE ROADS AND PRIVATE ROADS. AND PRIVATE PRIVATE AND AS REPRESENDED FOR WISE FOR CHARGENING CHARGEN AND MAINTENANCE RUTHY. WISERDED FOR THE RECORDING OF THE REMAIN FOR THE CUSTOMA AND MAINTENANCE RUTHY WISERDED FOR THE RECORDING OF THE RANGES OF LOT WOMERS AND THE CLUETS AND INTERES. SAND BRITS. AND FOR THE SAND FOR THE

INCIDENTAL THERETO.

WANTER RESERVE UNTO ITSELF, ITS RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS TRACT C FOR DEMONSTRACT C FOR

OWNER: GTIS METRO DG LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: JOHN RYAN, MANAGER

WITNESS WTNESS

PRINT NAME

STATE OF FLORIDA COUNTY OF HILLSBOROUGH ACKNOWLEDGMENT

DATE

BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __

AS IDENTIFICATION. TO ME OR HAS PRODUCED.

> HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, OF THE PUBLIC RECORDS OF HILSBOROUGH COUNTY, FLORIDA,

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

PRINTED NAME SIGNATURE

SERIAL NUMBER, IF APPLICABLE

SURVEYOR'S CERTIFICATE

TIME

2022.

THIS DAY OF

BY: DEPUTY CLERK CLERK FILE NUMBER

BY: CLERK OF CIRCUIT COURT

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

PLAT APPROVAL

REVIEWED BY: CHOURD PROFESSIONAL SURVEYOR AND MAPPER, LICENSE ≸ SURVEY SECTION, GEOSPATIAL AND LAND ACQUISITION SERVICES DEPARTMENT. HILLSBOROUGH COUNTY

I. ARON J. MAPPHY. THE UNDERSIGNED PROFESSIONAL SLRVEYOR & MAPPER, HEREBY CERTIFY THAT THIS FUTTED SUBDIVISION IS CONDECTED. THAT THIS SUBDIVISION THE LUNG BOOK SUBDIVINOUS THAT THIS PREPARED WOUR WIT DIRECTION AND SUPERVISION THAT THIS DAY COMPLES WITH ALL THE SURFRY REGULARGEMENTS OF CHAPTER TY. PRICE TO FORMS, TATTLES AND THE LISS SOFTOWN COUNTY LAND DESIGNARMS TO CORE, AND THAT PERSAN BETTER THE SUBDIVINIENTS FORMS, WERE SET ON THE

DAY OF AND LOT CONTROL POINTS (PCPs) AND THAT PERMANENT CONTROL POINTS (PCPs) AND LOT COORNERS HAVE BEEN BET OR MILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONTROL SO POINTING.

ENGINEERING & SURVEYING, LLC
3009 W.EMONIST
TANKER 13300
W.W.W.Hamilton Engineering US (1924/2000 1) 33203

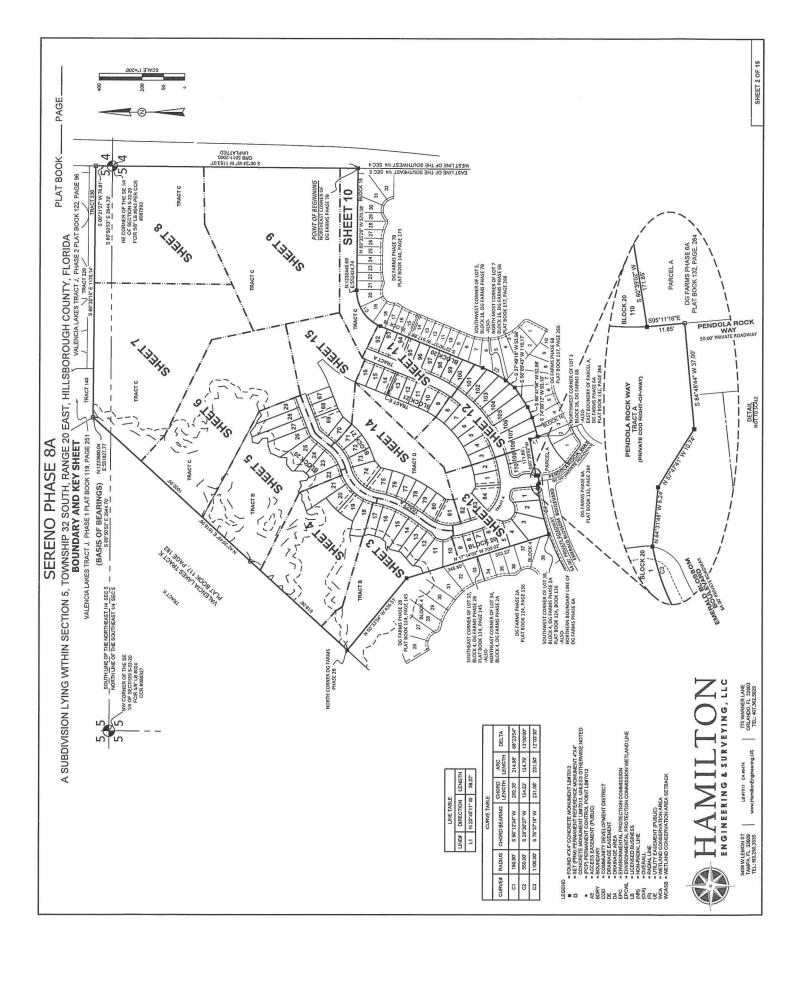
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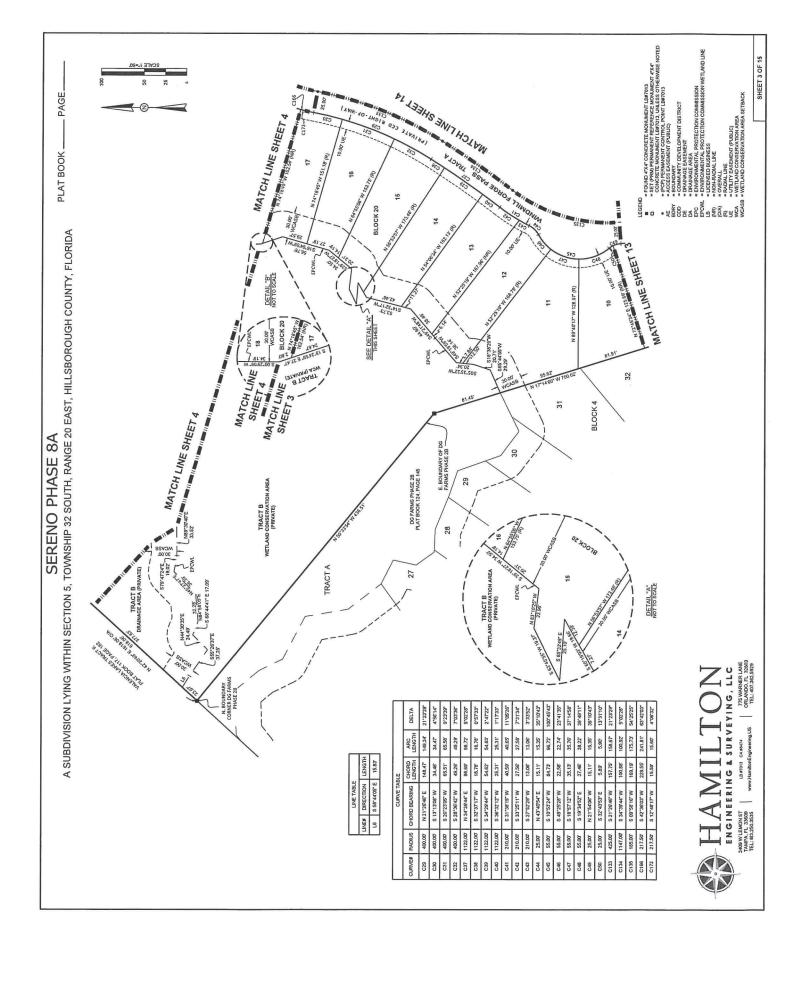
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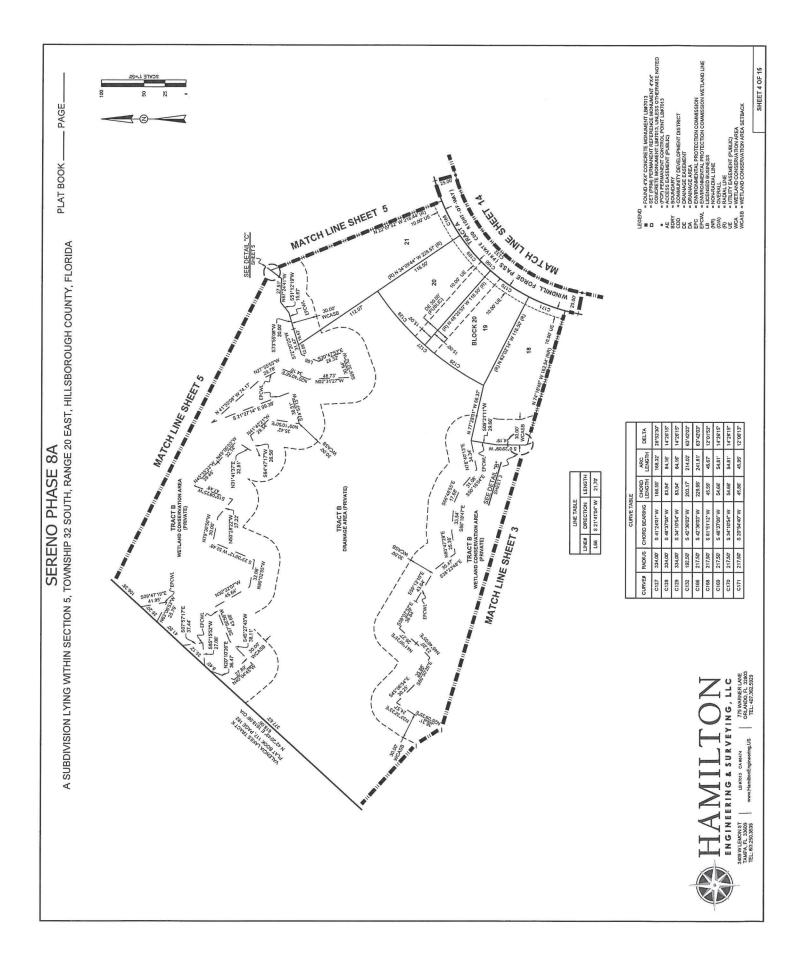
Auton J. Murphy, PSIM
TOTORIA PROFESSIONAL SURVEYOR & MAPPER 86788
HAMILTON ENGINEERING AND SURVEYING, LLC
FERSTIPOATE OF AUTHORIZATION BE 87013
3409 W. LENON STREET TEL (88) 260-5358
TAMPA, FLORIDA 33609
FAX (812) 250-3538

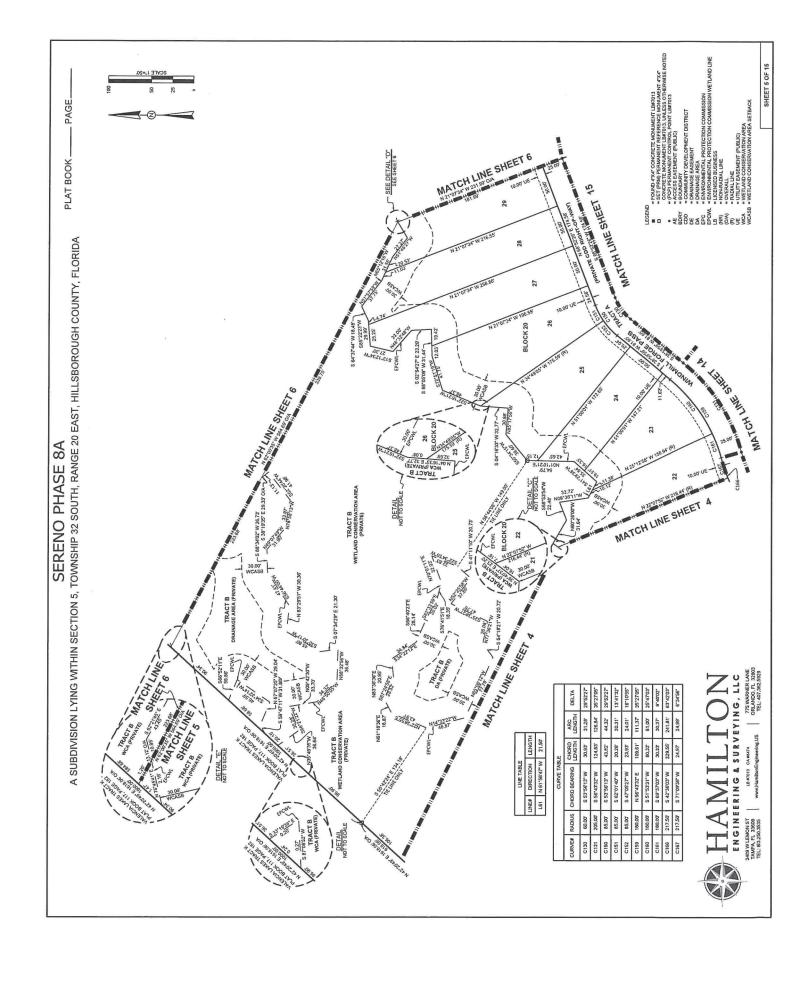
DATE

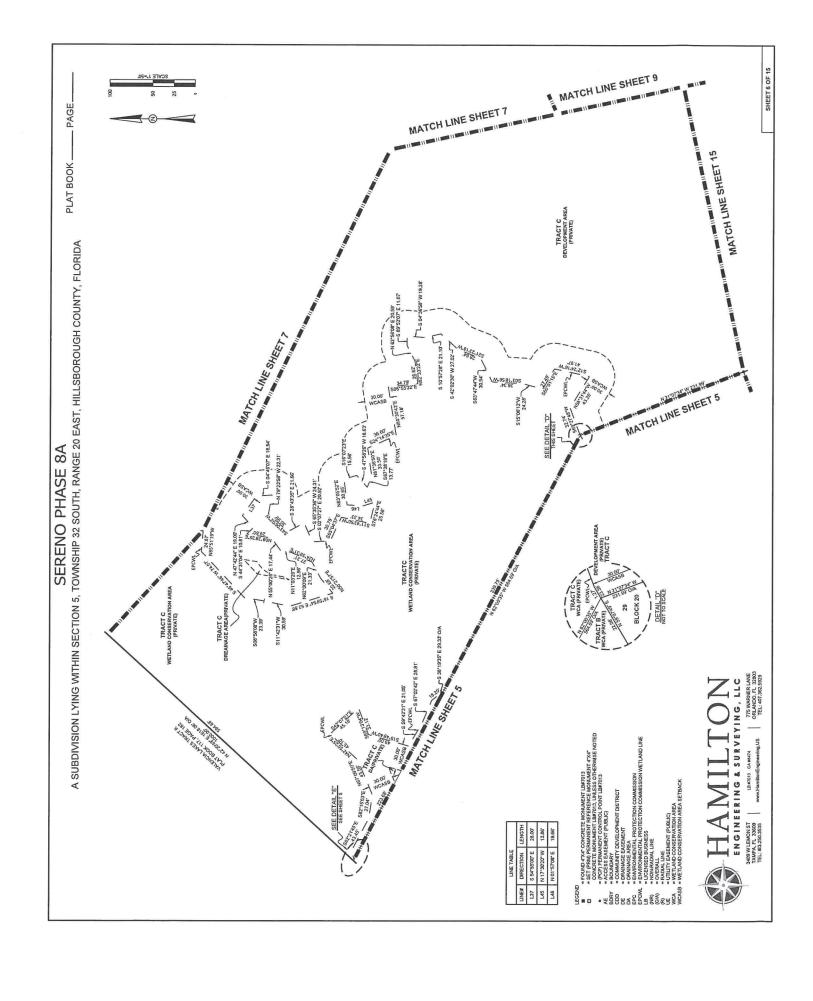
SHEET 1 OF 15

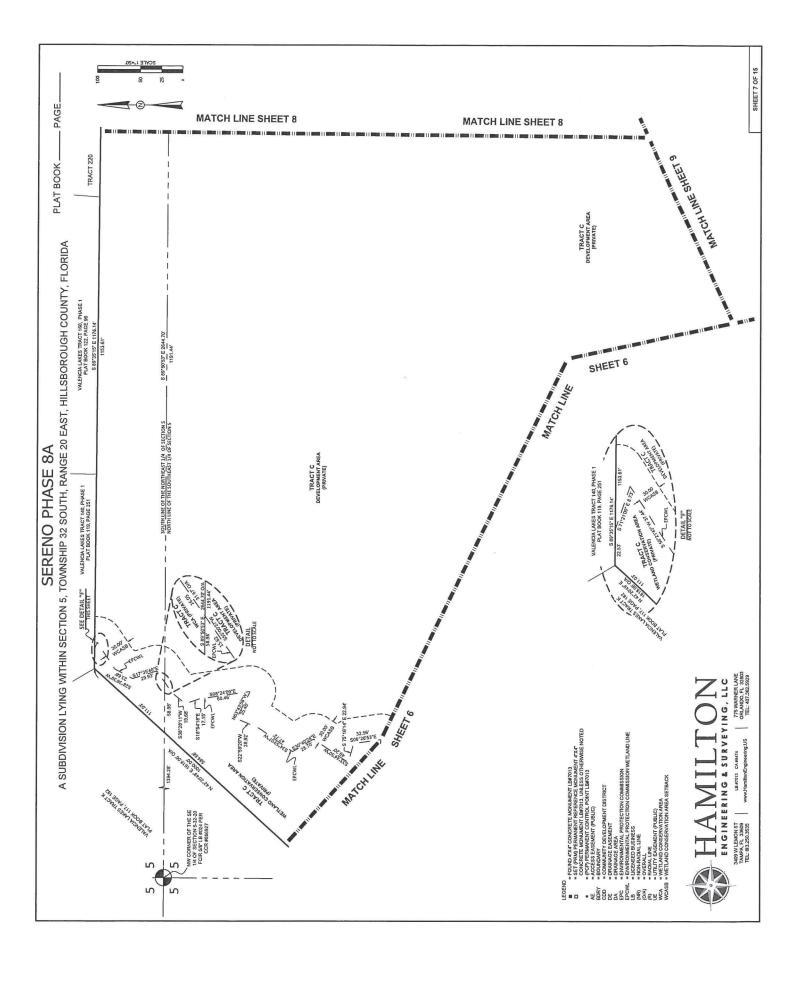


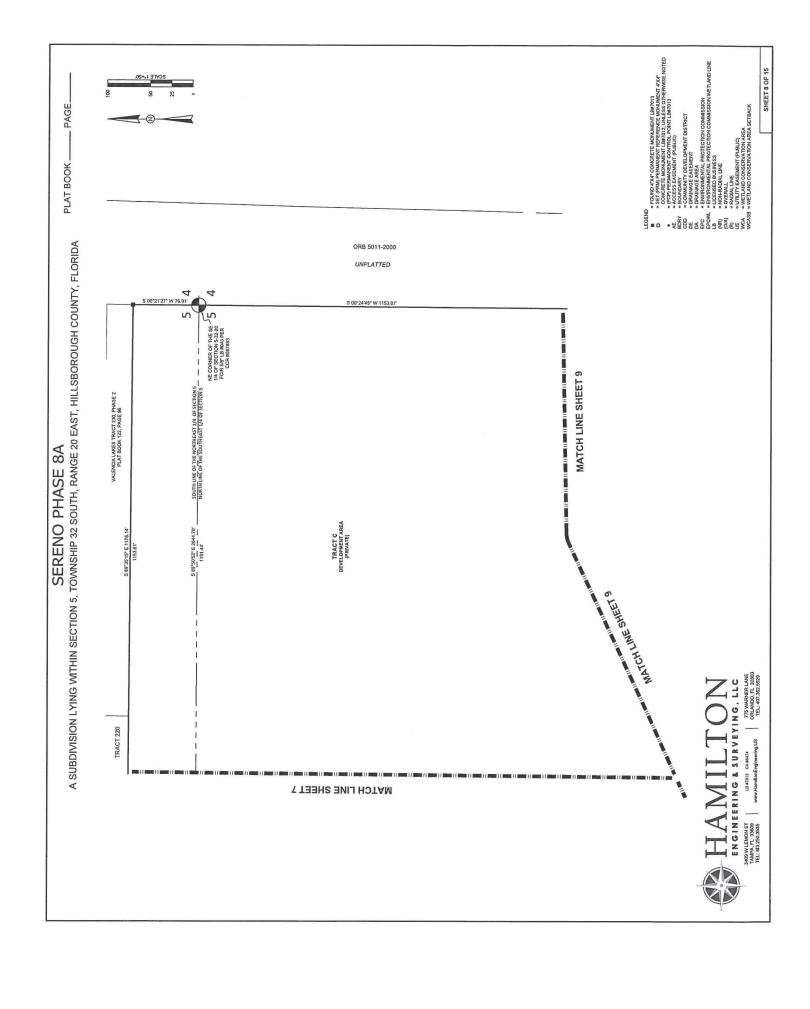


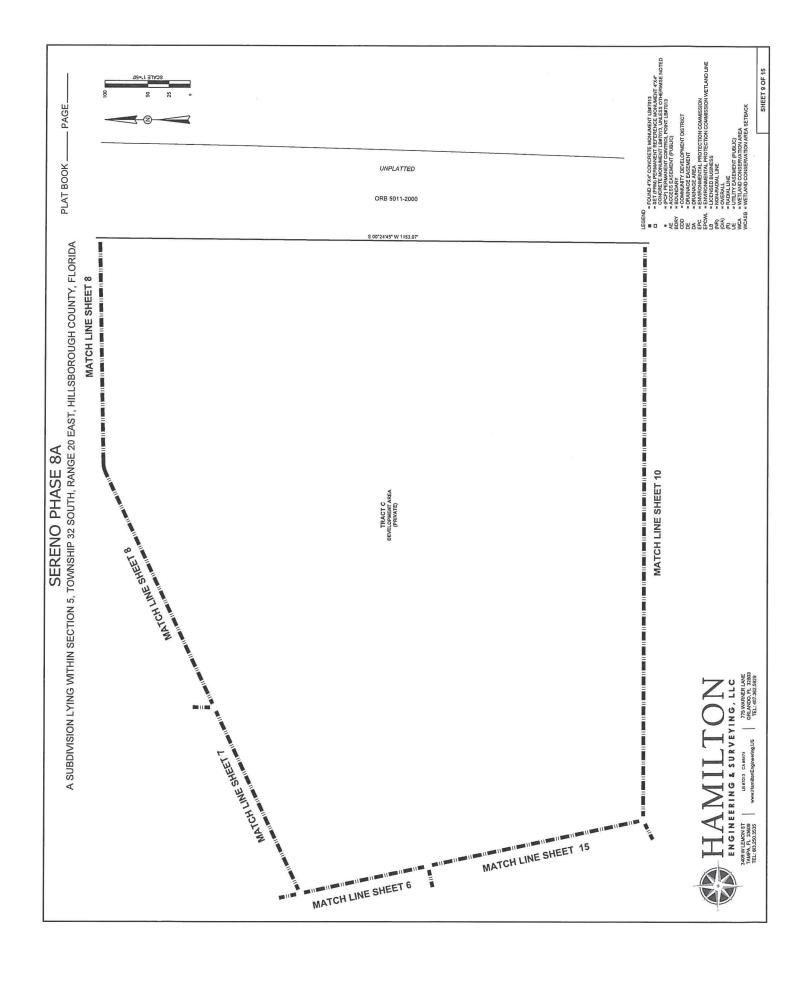


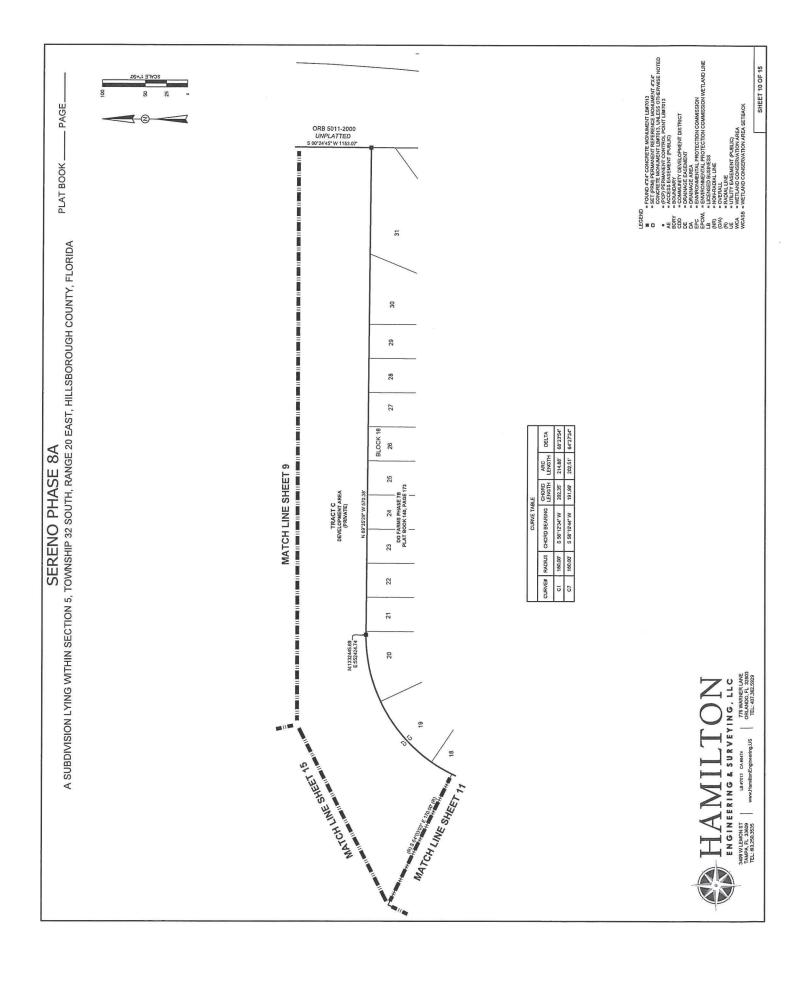


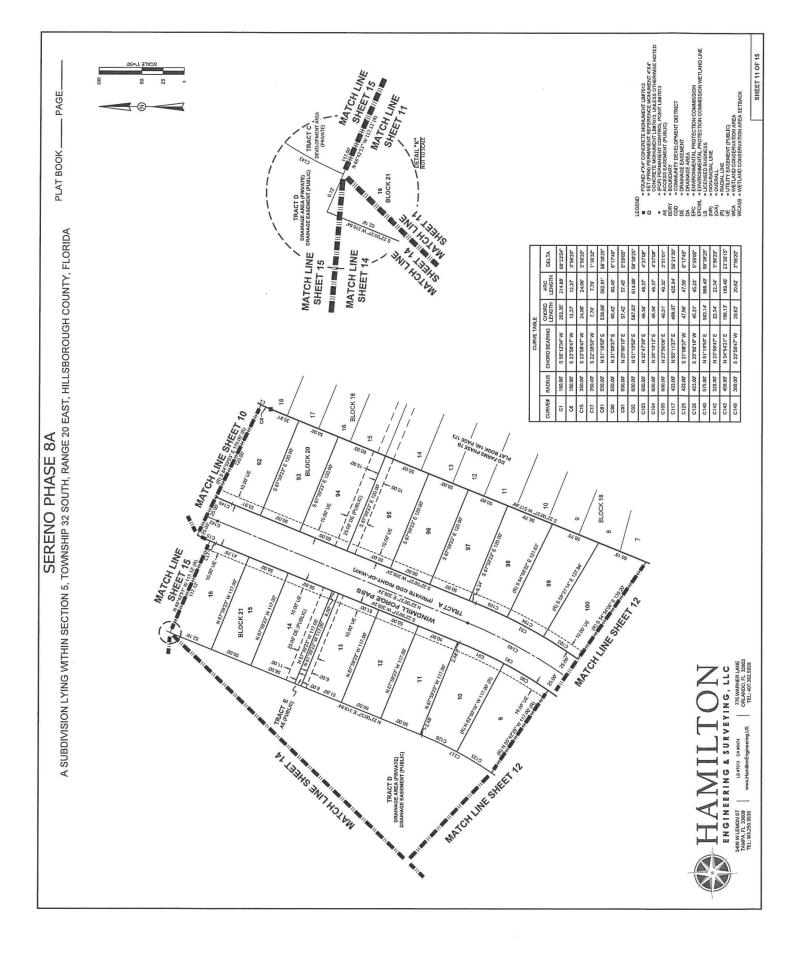






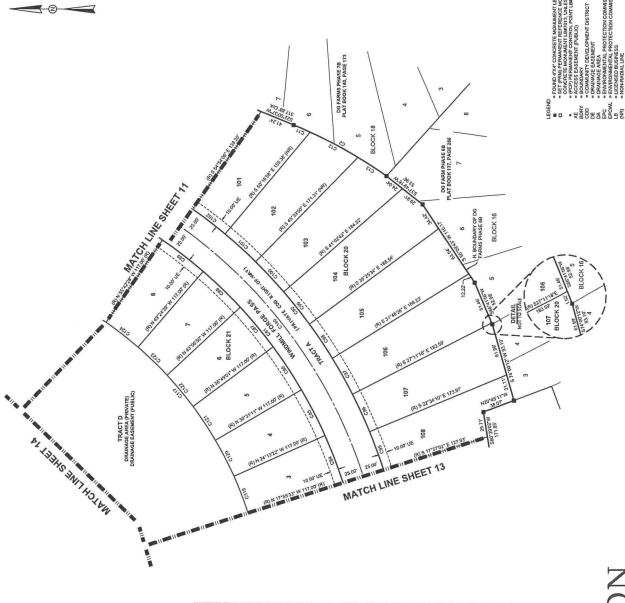






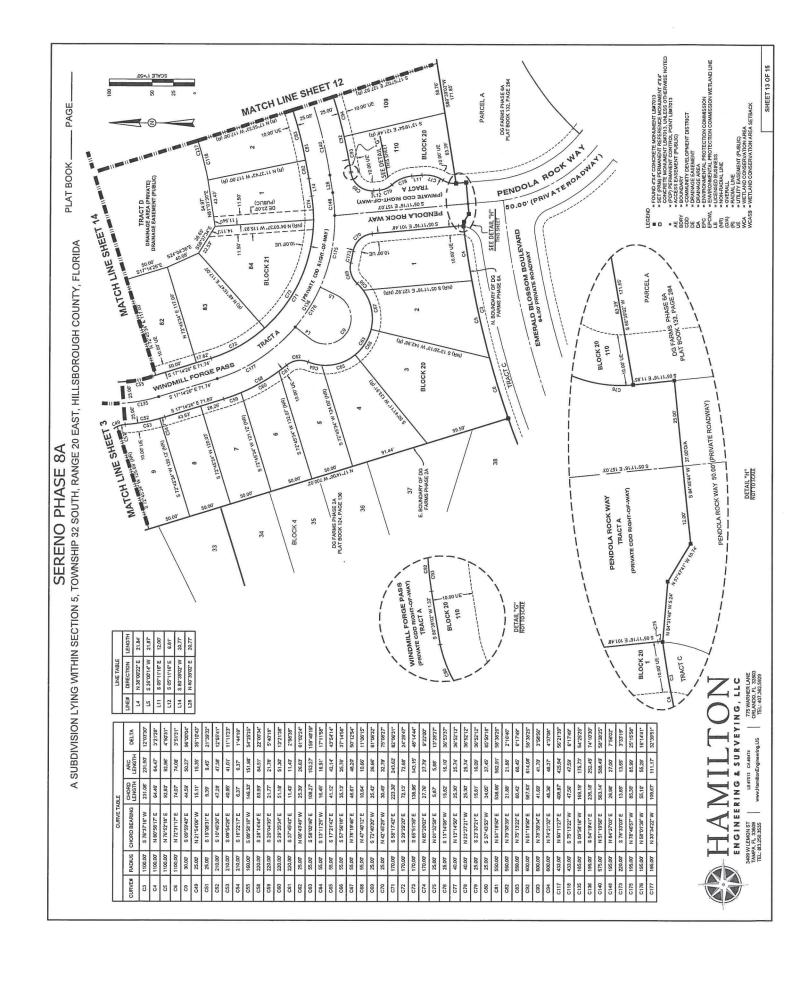
PLAT BOOK __ A SUBDIVISION LYING WITHIN SECTION 5, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA SERENO PHASE 8A

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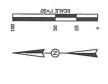


SHEET 12 OF 15



A SUBDIVISION LYING WITHIN SECTION 5, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

MATCH LIME SHIFT S



MATCH LINE SHEET 15

72 BLOCK 21

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PLAT BOOK.

			CURVE TABLE	3.E		
·/_	CURVE#	RADIUS	CHORD BEARING	CHORD	ARC	DELTA
	C24	450,00	N 21"26'46" E	167.03	168,01"	21.2329*
	C25	450.00	S 13'03'00" W	36.11	36,12	4.35.57
	972	450.00°	S 16'23'43" W	47.82	47.84	6.0529*
	C27	450.00°	S 24'29'11" W	47.82	47.84	6.0529*
	C28	450.00	S 29'50'13" W	36,19	36.20	4.3635
	C33	1172.00	N 34*39'44" E	103.08*	103.12	5.02'28"
	C34	1172.00	S 32*25'38" W	11.68	11.68	0.34.16
	c3S	1172.00	S 33.5520" W	49.47	49.4T	2.250T
	C36	1172.00	S 36*09'26" W	41.96	41.96	2.03.05
	C55	160.00	S 09*58'16" W	146,33	151,98"	54"25"25"
	950	160.00	S 32.12'56" W	27.71	27.74	9.5605
	C57	160.00	S 05'00'14" W	121.14"	124.24	44"29"20"
	C106	347.00	N 51-11'07" E	146,49"	147.60	24"22"15"
	C108	347.00	S 46*13*19*W	69.12	6924	11.25'57"
	C109	347.00	S 57*39'16" W	69.12	69.24	11.25'57"
	C110	567.00	N 23*44'4" E	165,58"	166.18"	16.4732
	C111	567.00	S 16"23"43" W	60.25	60.28	6.0529*
	C112	567.00	S 24*29*11* W	60.25	60.28	6.0529
	C113	567.00	S 29°50°13° W	45.61'	45.62	4.36.35
	C114	1289.00	N 33*38'12" E	67.25	67.26	2.5923*
	C115	1289.00	S 32,28'08" W	14.72	14.72'	0.3915
	C116	1289.00	S 33*5749* W	52.54	52,54	2,20,08*
. <	C131	205.00	S 56*43'32" W	124.83	126.84	35*27'05"
	C132	192,50	S 42"36"05" W	203.17	214.02	63*42'03"
_	C133	425.00	S 21*26'46" W	157.75	158.67	21.23.29*
	C134	1147.00	S 34"39'44" W	100.88	100.92	5.02'28"
	C135	185.00	S 09"58"16" W	169.19	175.73	54"2525"
	C154	230,00	N 56*43'32" E	140.05	142.31	35'27'05"
	C156	230.00	S 46*13'19" W	45.82	45.89	11"25'57"
	C157	230.00	S 57*39'16" W	45.82	45.89	11.25'57"
	C158	230.00	S 68*54'39" W	44.41'	44.48	11.04'50"
	C162	167.50	S 42*36'03" W	176.78	186,22	63.42.03
`,	C163	167,50	S 74'09'01" W	1.76	1.76	0.3606
\	C164	167.50	S 53*15'46" W	117.79	120.37	41-10/23"
	C165	167.50	S 21'42'48" W	63.71	64.10	21.5533





BLOCK 21 73

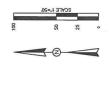
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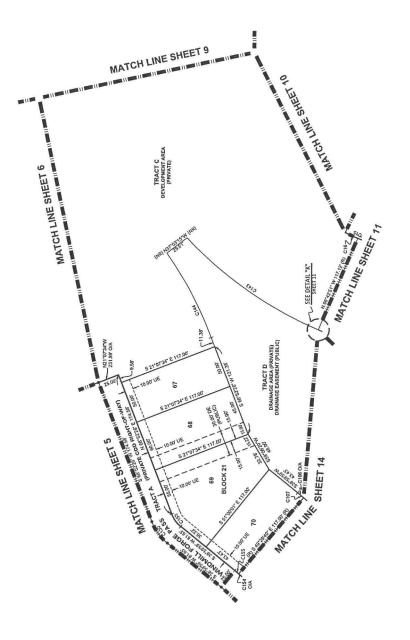
MATCH LINE SHEET 13

25.00

MATCH LINE SHEET 3

SHEET 14 OF 15





CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA
C15	350.00	S 23*58'47" W	24.06	24.06	3.5620
C16	350,007	S 24"37"03" W	16,27	16.27	2.3948
C106	347.00	N 51'11'07' E	146.49	147.60	24"22"15"
C107	347.00	S 39*45'10" W	9.12	9.12	1.3021
C130	60.00	S 53'56'13' W	30,93	31,28	29,5227
C143	459.89	N 34'54'21" E	188.13	189.46	23,36,15
C144	435.76	S 62*11'11"W	112.02	112.33	14'46'12"
C153	35.00	S 53'56'13' W	18,04"	18.25	29.52.27
C154	230,00	N 56'43'32" E	140.05	142,31	35,2705
C155	230,00	S 39*45*10" W	6.04	6,04"	1.3021

ENGINEERING & SURVEYING, LLC

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THE 04370,25555

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DELTA
_
ARC

B	 FOUND 4"X4" CONCRETE MONUMENT LB#7013
0	= SET (PRM) PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONIMENT (BETO) 1 UNI ESS OTHERWISE NOTED
•	= (PCP) PERMANENT CONTROL POINT LB#7013
AE	* ACCESS EASEMENT (PUBLIC)
BDRY	= BOUNDARY
900	 COMMUNITY DEVELOPMENT DISTRICT
30	= DRAINAGE EASEMENT
ð	= DRAINAGE AREA
EPC	= ENVIRONMENTAL PROTECTION COMMISSION
EPCW.	= ENVIRONMENTAL PROTECTION COMMISSION WETLAND LINE
18	= LICENSED BUSINESS
(NR)	= NON-RADIAL LINE
(O/A)	= OVERALL
8	= RADIAL LINE
3	= UTILITY EASEMENT (PUBLIC)
WCA	= WETLAND CONSERVATION AREA
	The second secon



Preparing Students for Life

REVISED Certificate of School Concurrency

Project Name				
Jurisdiction	Hillsborough			
Jurisdiction Project ID Number	3491			
HCPS Project ID Number	SC-400			
Parcel / Folio Number(s)	0780111.0125; 078011.0150; 078011.0130			
Project Location Emerald Blossoms and SR 674				
Owelling Units & Type 82 Single-Family Detached				
Applicant GTIS Metro DG LLC				

School Concurrency Analysis						
School Type	Elementary	Middle	High	Total Capacity Reserved		
Students Generated	16	8	12	36		

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Renée M. Kamen, AICP Manager, Planning & Siting Growth Management Department

E: renee.kamen@hcps.net

P: 813.272.4083

May 25, 2021 Date Issued