SUBJECT: Forest Brooke Subdivision Active Adult Phase 5A 71 # 3948

DEPARTMENT: Development Review Division of Development Services Department

SECTION: Project Review & Processing

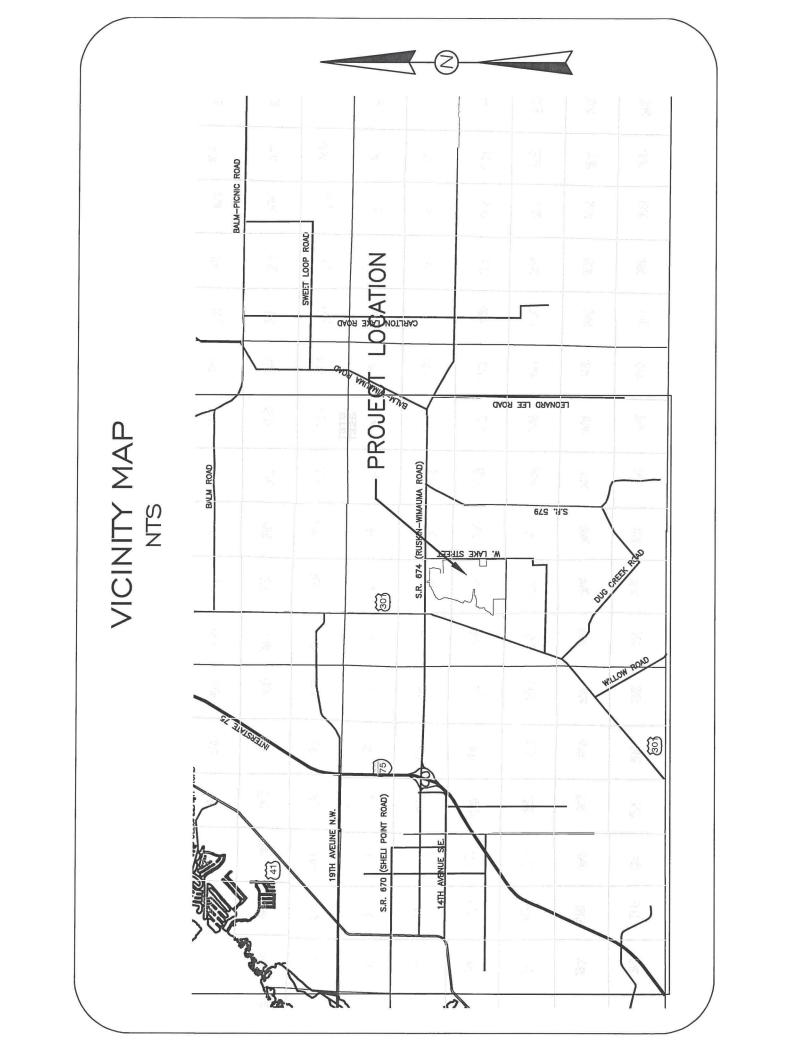
BOARD DATE: August 25, 2022 CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Forest Brooke Subdivision Active Adult Phase 5A, located in Section 08, 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 \$745,002.63, a Warranty Bond in the amount of \$48,052.16, 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 \$15,156.25 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On March 9, 2020, Permission to Construct Prior to Platting was issued for Forest Brooke Subdivision Active Adult Phase 5A. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Southshore Bay Community Development District and Dune FL Land I Sub, LLC 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 Southshore Bay Community Development District hereinafter referred to as "Subdivider", Dune FB Debt, LLC, a Delaware limited partnership and Dune FL Land I Sub, LLC, a Delaware limited partnership, hereinafter referred to as "Owners", 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 Owners have submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>Forest Brooke Subdivision Active Adult Phase 5A</u> ; 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>Forest Brooke Subdivision Active</u> Adult Phase 5A 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 Owners 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:
Roads/Streets X Water Mains/Services Stormwater Drainage Systems X Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services Sidewalks Other:
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; and
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider and Owner as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned improvements, the Subdivider, Owners 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 Subdivision Active Adult Phase 5A 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 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>Forest Brooke Subdivision Active Adult Phase5A</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. 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. Owners, as the owners of real property within the area to be platted as in <u>Forest Brooke Subdivision Active Adult Phase 5A</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, number	1 1	tedb	, and with y order
	of		0	,
b.	A Performance Bond (No. <u>024743</u> <u>Development District</u> as Principal,			<u>ty</u>
	A Warranty Bond (No. <u>0247437</u>), <u>Development District</u> as Principal,			
c.	Cashier/Certified Checks, number numbershall be deposited by the County in interest shall be paid to the Subdiv	, dated nto a non-interest bearin	g escrow account upon receip	and , which ot. 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>Forest Brooke Subdivision Active Adult Phase 5A</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.
- 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 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 (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 execut	ted these presents, this day of, 20
ATTEST:	SUBDIVIDER: Southshore Bay Community Development District
Line wally Holy	Ву:
Witness' Signature (Signed before a Notary Public and 2 Witnesses)	Authorized Corporate Officer or Individual
Atimee Walker Hodge Printed Name of Witness	Michael Lawson Name (typed, printed or stamped)
Trinted Name of Witness	(typeu, printed of stampeu)
Witness' Signature	<u>Chairman</u> Title
Jennifer Barrs	1540 International Parkway, Suite 2000 Lake Mary, FL 32746
Printed Name of Witness	Address of Signer
NOTARY PUBLIC	(813) 564-7847 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	-1
The foregoing instrument is hereby acknowledged before m	the this 15th day of Joly, by Michael
<u>Lawson</u> as <u>Chairman</u> of Southshore Bay Community Develo	opment District. He/she is personally known to me or has produced
as identification.	DE-
	NOTARY PUBLIC
My Commission Expires: 5/3/12025 My Commission Number: HH208152	Karessa Lopez
MY COMMISSION EXPIRES 5-31-2025	Print Name

ATTEST:	OWNER: Dune FL Land I Sub, LLC
Witness' Signature Witness' Signature Witness' Signature	By:Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses) Aimee Walker Hodge	
Printed Name of Witness	John Ryan Name (typed, printed or stamped)
Witness' Signature	Manager Title
Jennifer Barrs	2502 North Rocky Point Drive, Suite 1050 Tampa, FL 33607
Printed Name of Witness	Address of Signer
	(813) 288-8078 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	A-
The foregoing instrument is hereby acknowledged before me	this, 20, by <u>John Ryan</u>
as Manager of Dune FL Land I Sub, LLC. He/she is personall	y known to me or has produced
as identification.	
	ALS -
starto a co	NOTARY PUBLIC
My Commission Expires: 5/3/2025 My Commission Number: HH268152	Karessa Lopez
My Commission Expires: 5/3/2025 My Commission Number: H+268150 MY COMMISSION EXPIRES 5-31-2025	Print Name
9.9	

ATTEST:	OWNER: Dune FB Debt, LLC
Witness' Signature (Signed before a Notary Public and 2 Witnesses) Aimee Walker Hodge Printed Name of Witness Witness' Signature Printed Name of Witness	By:
	(813) 288-8078 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	ct
The foregoing instrument is hereby acknowledged before me the	nis day of John Ryan
as Manager of Dune FB Debt, LLC. He/she is personally kno	wn to me or has produceda
identification.	NOTARY PUBLIC
My Commission Expires: 5/8/1/2025 My Commission Number: HH208152	Print Name
My Commission Number: HH2081S2 My Commission Number: HH2081S2 MY COMMISSION MY COMMISSION EXPIRES 5-31-2025 EXPIRES 5-31-2025	

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>Southshore Bay Community Development District</u> called the Principal, and Berkley 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>Seven Hundred Forty Five Thousand Two and 63/100 Dollars (\$745,002.63)</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 water, wastewater, streets, drainage and other necessary facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required

improvements.

Bond No. 0247435

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 Subdivision Active Adult Phase 5A, subdivision all, water, wastewater, streets, drainage and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

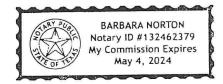
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MARCH 25, 2023.

ATTEST:	Southshore Bay Community Development District
Linee Walker Hodge	BY: Chairman PRINCIPAL (SEAL)
	Berkley Insurance Company SURETY (SEAL)
ATTEST: Tannis Mattson, Witness	Laura E. Sudduth, ATTORNEY-IN-FACT (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged before m	e this 1st day of July , 2022, by
District. He/she is personally known to me or has produce	of Southshore Bay Community Development as identification.
	ARY PUBLIC
My Commission Expires: SISI12625 My Commission Number: HH 268152	Karessa Lopez
MY COMMISSION	APPROVED BY THE COUNTY ATTORNEY
MY COMMISSION STATE OF THE PROPERTY OF THE PRO	APPROVED BY THE COUNTY

Approved As To Form And Legal Sufficiency.

SIGNED, SEALED AND DATED this 30th day of June, 2022.

County of Harris SS:	
6-20-22	e me, a Notary Public in and for said County and State, residing
Impount to me to be Augustin Fort of Roy 1 1944	-t-200
known to me to be Attorney-in-Fact of	Insurance Company
the said instrument in behalf of the said corporation, and he duly a	cknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed	my official seal, the day and year stated in this certificate above.
My Commission Expires May 4, 2024	Zarlan Vactor
	Barbara Norton, Notary Public



POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Tannis Mattson; Mary Ann Garcia; Laura E. Sudduth: Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Philip N. Bair; or Stephanie Gross of Marsh USA, Inc. of Houston, TX its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of May
Attest: SFAL SFAL 1975 OFLAWARE DESCRIPTION Attest: Berkley Insurance Company By Ira S. Lederman Executive Vice President & Secretary Senior Vice President
STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)
Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES APHIL 30, 2024 Notary Public, State of Connecticut
CERTIFICATE I the undersigned Assistant Secretary of DEDVI EVIDISHIP ANCE COMPANY DO HEDEDY CERTIFY that the formula is a

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 30th

professional funder my hand and seal of the Company, this

SEAL

OFLAWARE

Vincent P. Forte

2022

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Southshore Bay Community Development District called the Principal and Berkley 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 Eight Thousand Fifty Two and 16/100 Dollars (\$48,052.16) 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 Subdivision Active Adult Phase 5A; 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 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.

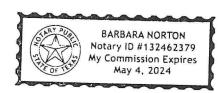
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 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 <u>Forest Brooke Subdivision Active Adult Phase 5A</u>, 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 MARCH 25, 2025.

SIGNED, SEALED AND DATED this 30th day	y of <u>June</u> , 20 <u>22</u> .
ATTEST: Linee Waller Hodge	Southshore Bay Community Development District BY: Chairman PRINCIPAL (SEAL)
	Berkley Insurance Company SURETY (SEAL)
ATTEST: TAMUS MAUSON Tannis Mattson, Witness	Laura E. Sudduth, ATTORNEY-IN-FACT (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument is hereby acknowledged to	before me this day of
20 22, by Michael Lawson as	Chair Man of Southshore Bay Community
Development District. He/she is personally known to	
as identification.	
My Commission Expires: SISI 2025 My Commission Expires: HH 2081S2 MY COMMISSION EXPIRES 5-31-2025	NOTARY PUBLIC Karessa Lopez Print Name MY COMMISSION EXPIRES 5-31-2025 EXPIRES 5-31-2025

State of Texas SS:	
County of \int_{0}^{33} .	
On 6-30-22, be therein, duly commissioned and sworn, personally appeared Laura E. Sudduth	efore me, a Notary Public in and for said County and State, residing
	1.
known to me to be Attorney-in-Fact of 6	lly Insurance Company
the corporation described in and that executed the within and for	regoing instrument, and known to me to be the person who executed
the said instrument in behalf of the said corporation, and he du	ly acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affi	ixed my official seal, the day and year stated in this certificate above.
My Commission Expires May 4, 2024	Barlan Startan
	Barbara Norton, Notary Public
	V.



APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency. BY.

2022

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Tannis Mattson; Mary Ann Garcia; Laura E. Sudduth; Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Philip N. Bair; or Stephanie Gross of Marsh USA, Inc. of Houston, TX its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.000), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.*

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and corporate seal hereunto affixed this 3rd day of	its
Attest: Berkley Insurance Company By Ira S. Lederman Executive Vice President & Secretary Berkley Insurance Company By Jeffrey M. Hafter Senior Vice President	
STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)	
Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of May, 2022, by Ira S. Lederm and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President and Secretary and Secretary, and the Senior Vice President and Secretary and S	an nt,
CERTIFICATE	
I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is	a

true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of

day of

Vincent P. Forte

Attorney of attached, is in full force and effect as of this date. 30th

SEAL 1975 OFLAWARE

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement is made and entered into this day of	, 20	_, by
and between Southshore Bay Community Development District hereinafter referred to	as	
"Subdivider", Dune FB Debt, LLC, a Delaware limited partnership and Dune FL Land	I Sub, LI	<u>C</u> , a
Delaware limited partnership, hereinafter referred to as "Owners", and Hillsborough C	ounty, a	
political subdivision of the State of Florida, hereinafter referred to as "County".	2.	

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 & Owners have submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known Forest Brooke Subdivision Active Adult Phase 5A, 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 <u>Forest Brooke Subdivision Active Adult Phase 5A</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 & Owners agrees to well and truly build, construct and install in the platted area known as <u>Forest Brooke Subdivision Active Adult Phase 5A</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.

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: Letter of Credit, number _____, a. dated_____, with _______ by order of A Performance Bond (No. 0247436), dated 06/30/2022, with b. Southshore Bay Community Development District as Principal, and Berkely Insurance Company as Surety, or Escrow Agreement, dated______, between c. and the County, or Cashier/Certified Check, number_____, dated_____, which shall be deposited by d. 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

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>Forest Brooke Subdivision Active Adult Phase 5A</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, 20	have executed these presents, this _ day of
ATTEST:	SUBDIVIDER: Southshore Bay Community Development District
Lone Walky Lody	By:
Witness' Signature (Signed before a Notary Public and 2 Witnesses) Aimee Walker Hodge	Authorized Corporate Officer or Individual
Printed Name of Witness	Michael Lawson Name (typed, printed or stamped)
Witness' Signature	Chairman Title
Jennifer Barrs Printed Name of Witness	1540 International Parkway, Suite 2000 <u>Lake Mary, FL 32746</u> Address of Signer
NOTARY PUBLIC	(813) 564-7847 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged before	me this 18t day of 3019 , 2022, by Mic
	elopment District. He/she is personally known to me or has prod
as identification.	NOTARY PUBLIC
5/31/2025	And the state of t
My Commission Expires: 5/31/2025 My Commission Number: HH2U8152	Karessa Lopez
ANY COMMISSION	Print Name

ATTEST:	OWNER: Dune FL Land I Sub, LLC
Witness' Signature	By: Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	
Aimee Walker Hodge	John Ryan
Printed Name of Witness	Name (typed, printed or stamped)
Witness Signature	Manager Title
	2502 North Rocky Point Drive, Suite 1050
Jennifer Barrs	Tampa, FL 33607
Printed Name of Witness	Address of Signer
	(912) 299 9079
	(813) 288-8078 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged before m	e this 15t day of July , 20 22, by John Ryan
as Manager of Dune FL Land I Sub, LLC.	He/she is personally known to me or has produced
as identification.	
- 11	NOTARY PUBLIC
My Commission Expires: 5/3/12025	Karessa Lopez
My Commission Number: HH21.8152	Print Name
MY COMMISSION EXPIRES 5-31-2025 MY COMMISSION EXPIRES 5-31-2025 MY COMMISSION EXPIRES 5-31-2025	ALOPETER
Marie Month of Control of Marie Mari	(PUBLICATION
MY COMMISSION EXPIRES 5-31-2025 MY CON	MAISSINN
EXPIRES	5-31-2025
MY COMMISSION EXPIRES 5-31-2025 OF FLORIDARY PUBLISHED BY COMMISSION EXPIRES 5-31-2025 MY COMMISSION EXPIRES 5-31-2025	FRORUT S

ATTEST:	OWNER: Dune FB Debt, LLC
Witness' Signature (Signed before a Notary Public and 2 Witnesses)	By:Authorized Corporate Officer or Individual
Aimee Walker Hodge Printed Name of Witness	John Ryan Name (typed, printed or stamped)
Witness' Signature	Manager Title
Tennifer Barrs Printed Name of Witness	2502 North 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 that as Manager of Dune FB Debt, LLC. He/she is personally knowledged before me that identification.	
My Commission Expires: 5/31/2025 My Commission Number: HH268152	NOTARY PUBLIC Karessa Lopez Print Name



ATTEST:	
HILLSBOROUGH COUNTY	
CINDY STUART, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
,	
By:	By:
Deputy Clerk	Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>Southshore Bay Community Development</u>

<u>District</u> called the Principal, and <u>Berkley 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>Fifteen Thousand One Hundred and Fifty Six Dollars and 25/100 Dollars (\$15,156.25)</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, 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>Forest Brooke</u>

<u>Subdivision Active Adult Phase 5A</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 into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require

the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Forest Brooke Subdivision Active Adult Phase 5A 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 MARCH 25, 2023.

ATTEST:	Southshore Bay Community Development District
Linea Waller Hodge	BY: Micman PRINCIPAL (SEAL)
	Berkley Insurance Company SURETY (SEAL)
ATTEST: Tannis Mattson, Witness	Laura E. Sudduth, ATTORNEY-IN-FACT (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged be: Michael Lawson as Chair Management of the control of the c	fore me this 15th day of July , 20 22, by of Southshore Bay Community Development
District. He/she is personally known to me or has p	roduced as identification.
	25
	NOTARY PUBLIC
My Commission Expires: SISI 2003 My Commission Number: HH268132	Karessa Lopez

SIGNED, SEALED AND DATED this <u>30th</u> day of <u>June</u>, 20<u>22</u>.

State of	100				
County of Harris	ss:				
On 6-30-22 therein, duly commissioned and swo	orn, personally appeared	_, before me, a Notary	y Public in and fo	or said County and	d State, residing
	Laura E. Suddu	th			
known to me to be Attorney-in-Fact the corporation described in and that the said instrument in behalf of the s	executed the within and	d foregoing instrumen			n who executed
IN WITNESS WHEREOF, I have he	ereunto set my hand and	affixed my official se	al, the day and ye	ear stated in this co	ertificate above.
My Commission Expires May 4	4, 2024		Barl	are In	Notary Public

BARBARA NORTON Notary ID #132462379 My Commission Expires May 4, 2024

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Tannis Mattson: Mary Ann Garcia: Laura E. Sudduth: Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Philip N. Bair; or Stephanie Gross of Marsh USA, Inc. of Houston, TX its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

Attest: Berkley Insurance Company By Ira'S. Lederman Executive Vice President & Secretary STATE OF CONNECTICUT) STATE OF CONNECTICUT) SS: COUNTY OF FAIRFIELD Serior Vice President	corporate seal hereunto affixed this 3rd day of May	2022 .
COUNTY OF FAIRFIELD) ss: Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of May , 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company. MARIA C RUNDBAKEN NOTARE PUBLIC CONNECTICUT MY COMMISSION EXPIRES APRIL 30, 2024 Notary Public, State of Connecticut CERTIFICATE	Attest: SFAL 1975 By Ira S. Lederman Executive Vice President & Secretary	Berkley Insurance Company By Jun M. Hafter
and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, and Secretary, and Sec) ss:	
	and Jeffrey M. Hafter who are sworn to me to be the Executive V respectively, of Berkley Insurance Company. MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES	ice President, and Secretary, and the Senior Vice President,
		TOTAL TOTAL CONTROL AND

true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of of attached, is in full force and effect as of this date. 30th

Carona Junder my hand and seal of the Company, this

SEAL

OFLAWARE

Vincent P. Forte

2022

FOREST BROOKE ACTIVE ADULT - 5A

Engineer's Certification of Total Cost and Quantities

STREETS AND DRAINAGE		PRIVATE
SANITARY SEWER COLLECTION	\$	251,661.75
WATER DISTRIBUTION SYSTEM:	\$	228,859.80
TOTAL:	_\$	480,521.55
10% WARRANTY BOND AMOUNT:	\$	48,052.16

Lucas Carlo, P.E.

Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

FOREST BROOKE ACTIVE ADULT - 5A

STR	EETS	& DR	AINA	CF

Estimated Quantity	Unit	ι	Jnit Price		Total Price
7713.00	SY	\$	9.80	\$	75,587.40
7713.00	SY	\$	16.35	\$	126,107.55
9642.00	SY	\$	5.60	S	53,995.20
7498.00	LF	\$	11.05	S	82,852.90
11019.00	SF	\$			52,340.25
26.00	EACH	\$	1,100.00	\$	28,600.00
1667.00	SY	\$	2.60	\$	4,334.20
2.00	EACH	\$	2,925.00	S	5,850.00
438.00	LF	\$	30.50	\$	13,359.00
222.00	LF	\$	38.40	\$	8,524.80
575.00	LF	S	45.60	\$	26,220.00
493.00	LF	\$	63.90	\$	31,502,70
354.00	LF	\$	95.45	\$	33,789.30
1.00	LF	\$	2,790.00	\$	2,790.00
2.00	LF	\$	2,990.00	\$	5,980.00
7.00	EACH	\$	6,530.00	\$	45,710.00
5.00	EACH	\$	9,345.00	\$	46,725.00
1.00	EACH	\$	3,590.00	\$	3,590.00
5.00	EACH	\$	3,095.00	S	15,475.00
3.00	EACH	S	2,135.00	S	6,405.00
6101.00	LF	\$	20.95	\$	127,815.95
36.00	EACH	S	459.00	\$	16,524.00
1.00	EACH	\$	863.00	S	863.00
1.00	EACH	\$	1,025.00	\$	1,025.00
1.00	LS	\$	4,735.00	\$	4,735.00
	7713.00 7713.00 7713.00 9642.00 7498.00 11019.00 26.00 1667.00 2.00 438.00 222.00 575.00 493.00 354.00 1.00 2.00 7.00 5.00 1.00 5.00 1.00 36.00 1.00 1.00	7713.00 SY 7713.00 SY 7713.00 SY 9642.00 SY 7498.00 LF 11019.00 SF 26.00 EACH 1667.00 SY 2.00 EACH 438.00 LF 222.00 LF 575.00 LF 493.00 LF 1.00 LF 2.00 LF 7.00 EACH 1.00 EACH	7713.00 SY S 7713.00 SY S 7713.00 SY S 9642.00 SY S 7498.00 LF S 11019.00 SF S 26.00 EACH S 1667.00 SY S 2.00 EACH S 2.00 LF S 575.00 LF S 493.00 LF S 493.00 LF S 493.00 LF S 575.00 LF S 493.00 LF S 354.00 LF S 1.00 LF S 1.00 LF S 5.00 EACH S 5.00 EACH S 5.00 EACH S 1.00 EACH S 5.00 EACH S	7713.00 SY \$ 9.80 7713.00 SY \$ 16.35 9642.00 SY \$ 5.60 7498.00 LF \$ 11.05 11019.00 SF \$ 4.75 26.00 EACH \$ 1,100.00 1667.00 SY \$ 2.60 2.00 EACH \$ 2,925.00 438.00 LF \$ 30.50 222.00 LF \$ 38.40 575.00 LF \$ 45.60 493.00 LF \$ 63.90 354.00 LF \$ 2,790.00 2.00 LF \$ 2,790.00 2.00 LF \$ 2,990.00 7.00 EACH \$ 6,530.00 5.00 EACH \$ 9,345.00 1.00 EACH \$ 3,590.00 3.00 EACH \$ 3,590.00 3.00 EACH \$ 3,095.00 3.00 EACH \$ 2,135.00 6101.00 LF \$ 20.95 36.00 EACH \$ 459.00 1.00 EACH \$ 863.00 1.00 EACH \$ 863.00	7713.00 SY \$ 9.80 \$ 7713.00 SY \$ 16.35 \$ 9642.00 SY \$ 16.35 \$ 9642.00 SY \$ 5.60 \$ 7498.00 LF \$ 11.05 \$ 11019.00 SF \$ 4.75 \$ 26.00 EACH \$ 1,100.00 \$ 1667.00 SY \$ 2.60 \$ 2.00 EACH \$ 2,925.00 \$ 438.00 LF \$ 30.50 \$ 222.00 LF \$ 38.40 \$ 575.00 LF \$ 45.60 \$ 493.00 LF \$ 63.90 \$ 354.00 LF \$ 95.45 \$ 1.00 LF \$ 2,790.00 \$ 2.00 LF \$ 2,990.00 \$ 7.00 EACH \$ 6,530.00 \$ 5.00 EACH \$ 9,345.00 \$ 1.00 EACH \$ 3,590.00 \$ 3.00 EACH \$ 3,095.00 \$ 3.00 EACH \$ 3,095.00 \$ 3.00 EACH \$ 3,095.00 \$ 3.00 EACH \$ 459.00 \$ 3.00 EACH \$ 459.00 \$ 1.00 EACH \$ 459.00 \$ 1.00 EACH \$ 459.00 \$ 1.00 EACH \$ 863.00 \$ 1.00 EACH \$ 1,025.00 \$

SANITARY SEWER COLLECTION

Forest Brooke Active Adult Phase 5A Item Description **Estimated Quantity** Unit **Unit Price Total Price** 8" PVC (0'-6' Cut) 132.00 LF 5 29.00 \$ 3,828.00 8" PVC (6'-8' Cut) 1797.00 LF \$ 39.45 S 70,891.65 8" PVC (8'-10' Cut) 412.00 LF \$ 40.20 \$ 16,562.40 8" PVC (10'-12' Cut) 125.00 LF \$ 46.40 \$ 5,800.00 8" PVC (12'-14' Cut) 377.00 LF 51.10 \$ 19,264.70 8" PVC Cap & Stake 4.00 **EACH** \$ 209.00 \$ 836.00 Standard Manhole (0'-6' Cut) 2.00 **EACH** \$ 3,960.00 \$ 7,920.00 Standard Manhole (6'-8' Cut) 8.00 EACH \$ 4,440.00 \$ 35,520.00 Standard Manhole (8'-10' Cut) 1.00 **EACH** \$ 5,695.00 \$ 5,695.00 Standard Manhole (12'-14' Cut) 2.00 **EACH** 5,765.00 \$ 11,530.00 Single Sewer Service Connection 8.00 **EACH** \$ 833.00 \$ 6,664.00 Double Sewer Service Connection 47.00 **EACH** 8 1,240.00 \$ 58,280.00 Inflitration/Exfiltration Testing 1.00 LS \$ 3,695.00 \$ 3,695.00 Televise Sanitary Sewer System 1.00 LS 5,175.00 S 5,175.00 TOTAL for Sanitary Sewer Collection \$ 251,661.75

TOTAL for Streets & Drainage

PRIVATE

WATER DISTRIBUTION SYSTEM

Forest	Brooke	Active	Adult	Phase	51
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Item Description	Estimated Quantity	Unit	U	nit Price		Total Price
Temporary Construction Meter and Backflow Preventer	3.00	EACH	\$	7,825.00	S	23,475.00
Remove TBO and Connect to Existing 6" PVC WM	3.00	EACH	S	434.00	S	1,302.00
6" PVC SDR 18	3392.00	LF	3	19.40	S	65,804.80
6" Gate Valve and Box	21.00	EACH	S	1 490 00	8	31 290 00

	TOTAL for Water Distrib	oution System	m		\$	228,859.80
Chlorination	1.00	LS	S	4,410.00		4,410.00
Pressure Test	1.00	LS	\$	4,410.00		4,410.00
Water Distribution Sample Point	6.00	EACH	\$	846.00	\$	5,076.00
Chlorine Injection Point	3.00	EACH	\$	460.00	\$	1,380.00
Restrained Joints - Water	1.00	LS	\$	7,265.00	\$	7,265.00
Single Service (Long)	45.00	EACH	S	561.00	S	25,245.00
Single Service (Short)	46.00	EACH	S	423.00	S	19,458.00
6" Permanent Blow Off	1.00	EACH	S	641.00	\$	641.00
6" TBO	4.00	EACH	\$	447.00	\$	1,788.00
Fire Hydrant Assembly	5.00	EACII	\$	5,190.00	\$	25,950.00
6" x 6" MJ Tcc	4.00	EACH	\$	400.00	S	1,600.00
6" 45° MJ Bend	24.00	EACH	\$	355.00	S	8,520.00
6" 22 1/2° MJ Bend	2.00	EACH	\$	339.00	\$	678.00
6" MJ Cross	1.00	EACH	\$	567.00	\$	567.00

TOTAL

\$480,521.55

FOREST BROOKE ACTIVE ADULT - 5A

Engineer's Certification of Total Cost and Quantities

125% PERFORMANCE BOND AMOUNT:	\$ 745,002.63
TOTAL:	\$ 596,002.10
WATER DISTRIBUTION SYSTEM:	\$ 83,169.60
SANITARY SEWER COLLECTION	\$ 28,730.00
STREETS AND DRAINAGE	\$ 484,102.50

Lucas Carlo, P.E.

Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

FOREST BROOKE ACTIVE ADULT - 5A

	STR	EETS	& DR	ATNA	CH
--	-----	------	------	------	----

Forest Brooke Active Adult Phase 5A						
Item Description	Estimated Quantity	Unit	ι	Init Price		Total Price
1 1/2" Asphaltic Surface Course (Type SP-12.5)	5483.00	SY	\$	9.80	\$	53,733.40
6" Crushed Concrete Base Course	5483.00	SY	\$	16.35	\$	89,647.05
12" Stabilized Subgrade	6749.00	SY	\$	5.60	\$	37,794.40
Miami Curb	5248.00	LF	\$	11.05	S	57,990.40
4" Thick Concrete Sidewalk Non-Reinforced	11019.00	SF	\$	4.75	\$	52,340.25
ADA Hanicap Ramps w/ SP Mats	26.00	EACH	\$	1,100.00	S	28,600.00
2' BOC Bahia Sod	1667.00	SY	\$	2.60	\$	4,334.20
T Turnaround	2.00	EACH	\$	2,925.00	\$	5,850.00
12" PVC SDR 35	164.00	LF	\$	30.50	\$	5,002.00
15" RCP CL III	31.00	LF	\$	38.40	\$	1,190.40
18" RCP CL III	115.00	LF	\$	45.60	\$	5,244.00
24" RCP CL III	58.00	LF	\$	63.90	\$	3,706.20
30" RCP CL III	0.00	LF	\$	95.45	\$	
18" MES	0.00	LF	\$	2,790.00	\$	•
24" MES	1.00	LF	\$	2,990.00	\$	2,990.00
Type I Curb Inlet	3.00	EACH	\$	6,530.00	\$	19,590.00
Type 2 Curb Inlet	1.00	EACH	\$	9,345.00	S	9,345.00
Control Structure	1.00	EACH	\$	3,590.00	S	3,590.00
Storm Manhole	2.00	EACH	\$	3,095.00	\$	6,190.00
Yard Drain	2.00	EACH	\$	2,135.00	\$	4,270.00
6" ADS Underdrain	3736.00	LF	\$	20.95	S	78,269.20
Underdrain Cleanouts	17.00	EACH	\$	459.00	S	7,803.00
24" Strom Plug	1.00	EACH	\$	863.00	\$	863.00
30" Storm Plug	1.00	EACH	\$	1,025.00	S	1,025.00
Televise Storm System	1.00	LS	\$	4,735.00	\$	4,735.00
	TOTAL for Streets & Dra	inage			\$	484,102.50

SANITARY SEWER COLLECTION

Forest Brooke Active Adult Phase 5A						
Item Description	Estimated Quantity	Unit	U	nit Price		Total Price
8" PVC (0'-6' Cut)	0.00	LF	\$	29.00	S	-
8" PVC (6'-8' Cut)	0.00	LF	S	39.45	\$	-
8" PVC (8'-10' Cut)	0.00	LF	\$	40.20	S	-
8" PVC (10'-12' Cut)	0.00	LF	\$	46.40	S	-
8" PVC (12'-14' Cut)	0.00	LF	\$	51.10	S	*
8" PVC Cap & Stake	0.00	EACH	\$	209.00	\$	=
Standard Manhole (0'-6' Cut)	1.00	EACH	\$	3,960.00	\$	3,960.00
Standard Manhole (6'-8' Cut)	1.00	EACH	\$	4,440.00	\$	4,440.00
Standard Manhole (8'-10' Cut)	1.00	EACH	\$	5,695.00	\$	5,695.00
Standard Manhole (12'-14' Cut)	1.00	EACH	\$	5,765.00	\$	5,765.00
Single Sewer Service Connection	0.00	EACH	\$	833.00	S	-
Double Sewer Service Connection	0.00	EACH	\$	1,240.00	S	-
Inflitration/Exfiltration Testing	1.00	LS	\$	3,695.00	S	3,695.00
Televise Sanitary Sewer System	1.00	LS	\$	5,175.00	S	5,175.00
	TOTAL for Sanitary Sewer	Collection	ì		\$	28,730.00

WATER DISTRIBUTION SYSTEM

Forest Brooke Active Adult Phase 5A						
Item Description	Estimated Quantity	Unit	Uı	nit Price		Total Price
Temporary Construction Meter and Backflow Preventer	3.00	EACH	\$	7,825.00	S	23,475.00
Remove TBO and Connect to Existing 6" PVC WM	3.00	EACH	\$	434.00	S	1,302.00
6" PVC SDR 18	559.00	LF	\$	19.40	\$	10,844.60
6" Gate Valve and Box	2.00	EACH	\$	1,490.00	\$	2,980.00

	TOTAL for Water Distrib	ution Syster	n		\$	83,169.60
Chlorination	1.00	LS	\$	4,410.00	\$	4,410.00
Pressure Test	1.00	LS	\$	4,410.00	\$	4,410.00
Water Distribution Sample Point	6.00	EACH	\$	846.00	\$	5,076.00
Chlorine Injection Point	3.00	EACH	S	460.00	S	1,380.00
Restrained Joints - Water	1.00	LS	\$	7,265.00	\$	7,265.00
Single Service (Long)	13.00	EACH	S	561.00	\$	7,293.00
Single Service (Short)	10.00	EACH	S	423.00	\$	4,230,00
6" Permanent Blow Off	1.00	EACH	\$	641.00	S	641.00
6" TBO	4.00	EACH	S	447.00	\$	1,788.00
Fire Hydrant Assembly	1.00	EACH	\$	5,190.00	\$	5,190.00
6" x 6" MJ Tee	1.00	EACH	\$	400.00	S	400.00
6" 45° MJ Bend	7.00	EACH	\$	355.00	S	2,485.00
6" 22 1/2° MJ Bend	0.00	EACH	\$	339.00	\$	-
6" MJ Cross	0.00	EACH	\$	567.00	\$	-

TOTAL \$596,002.10

FOREST BROOKE ACTIVE ADULT PHASE 5A

A SUBDIVSION LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

A SUBON/ISION LYING IN SECTION 17, TOWASHEP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORID/ BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINN THE COMMENT CONDECTION BLOCK 28 OF POREST BROOKE ACTIVE AUALT PHASES A, 58, 48

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THE ABOVE PARCEL CONTAINING 23.71 ACRES, MORE OR LESS.

PLAT NOTES:

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- A) HOTICE OF ESTALLISAMENT OF THE COLITISHORE BAY COMMANNITY DEVELOPMENT DISTRICT PER OFFICIAL RESTRUCTIONS OF RESTRUCTIONS AND EXECUTIONS OF RESTRUCTIONS OF REST

THE UNDERSIGNED, AS ONMER OF THE LINDS PLATTED HEREIN COES HEREBY DEDICATE THIS PLAT OF FOREST BROOME ACTIVE AULT PHASE SA FOR RECORD, FURTHER, THE OWNER COES HEREBY DEDICATE TO PUBLIC USE ALL EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC", THE UNDERSIGNED FURTHER MAVES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

DEDICATION:

PLAT BOOK ___

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1) THE PRIVATE ROADS AND PRIVATE RIGHTS-OF-WAY SHOWN ERROR AS TRACT A ARE NOT DEDICATED TO THE PRIVATE ROAD PRIVATE RIGHTS-OF-WAY SHOWN ERRORD AS TOWERS PRESENTED TO PRIVATE AND THE PRIVATE PRIVATE SESSIONATION LOAD READ THAT THE COMMERS WITHIN THE SEBENDISM AS DECESSES FOR INDRESS AND ERRESS OF LOT OWNERS AND THE PRIVATE ROAD THAT THE SEBENDISM AS DECESSES FOR INDRESS AND ERRESS OF LOT OWNERS AND THE PRIVATE ROAD THAT THE SEBENDISM AS DECESSES FOR INDRESS AND ERRESS OF LOT OWNERS AND THE PRIVATE ROAD THAT THE SEBENDISM AS DECESSES FOR INDRESS AND ERRESS OF LOT OWNERS AND THE PRIVATE ROAD THAT THE SEBENDISM AS DECESSES FOR INDRESS AND ERRESS OF LOT OWNERS AND THE PRIVATE ROAD THAT THE SEBENDISM AS DECESSES FOR INDRESS AND ERRESS OF LOT OWNERS AND THE PRIVATE ROAD THAT THE PRIVATE AND THE

PRINT NAME OWNER: DUNE FB DEBT, LLC, A DELAWARE LIMITED LIABILITY COMPANY MTNESS

ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

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

PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

I HEREBY CERTIFY THAT THIS SUBONISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLORIDA STATUTES. AND HAS BEEN FILED FOR RECORD IN PLAT

__, PAGE____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

THIS PLAT HAS BEEN APPROVED FOR RECORDATION BOARD OF COUNTY COMMISSIONERS

計

SURVEYOR'S CERTIFICATE

PRINTED NAME

SERIAL NUMBER, IF APPLICABLE

REPREME DE'. ROPIAN PROFESSIONAL SURVEYOR AND IMPREM LICENSE 8 SURVEY SECTION, GEOSPATIAL AND LAND ACQUISTION SERVICES DEPARTMENT, HILLSBORDUCH COLNTY

SHI CLERK FILE NUMBER

- DAY OF

. 2022. TIME DEPUTY CLERK

CLERK OF CIRCUIT COURT

TAMPA, FL 33509
TEL: 8/3/250 3535
Www.HamiltonEngineering.US

ENGINEERING & SURVEYING, LLC

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

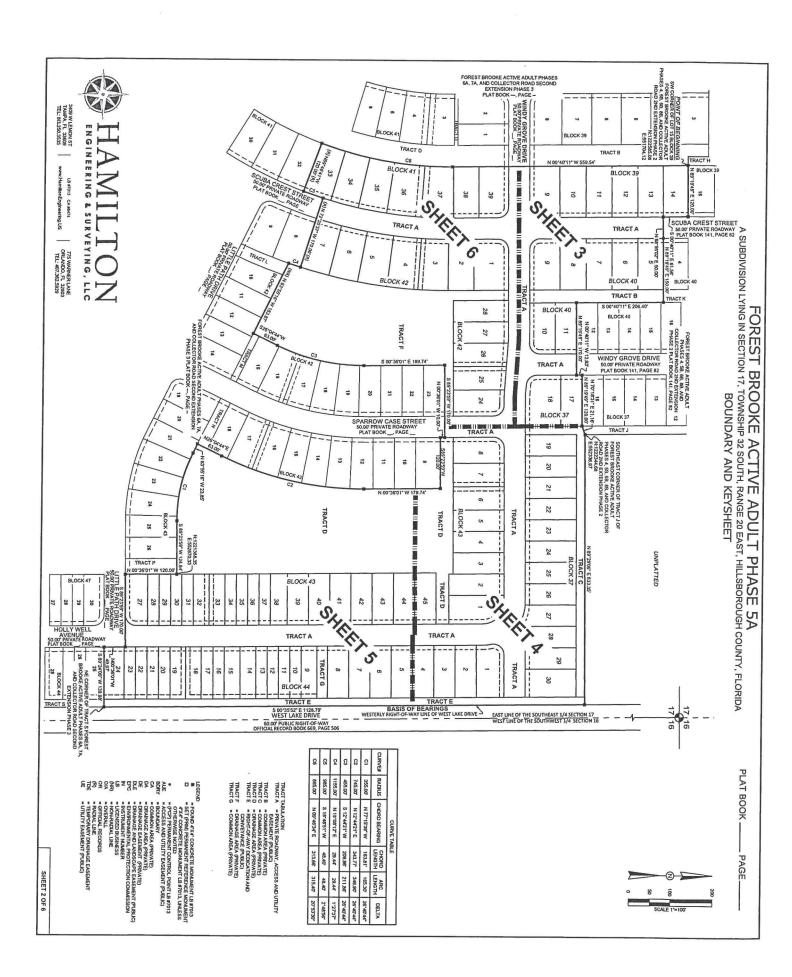
DEVELOPMENT CODE; AND THAT PERMANENT REFERENCE MONUMENTS (PRMs) WERE SET ON THE , JARONA, JARPHY, THE UNDERSIONED PROFESSIONAL SURVEYOR & JAMPER, HEREBY CERTIFY THAT THIS PLATTED SURVINSION IS A CORRECT REPRESENTATION OF THE LIAND BEING SURVINGED, THAT THAS PLAT WAS PREJARED UNDER MY DESCRIPTON AND SURPERSIONEY, THAT THAS PLAT CANALLES WITH ALT THE SURVEY REQUIREMENTS OF CHAPTER 117, PART I, FLORIDA STATUTES, AND THE HILLSBORDUGH COUNTY LAND

. 2022, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCP4) AND LOT CONVERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

Asion J. Murphy, PSM
FLORIDA PROFESSIONAL SURVIEYOR & MAPPER 86788
FLORIDA PROFESSIONAL SURVIEYOR & MAPPER 86788
FAMILTON ENGINEERING AND SURVIEYOR (LECTRIFICATE OF AUTHORIZATION LE 870)
3548 W. LEMON STREET
TAMPA, FLORIDA 13808
FAX (83) 250-2536

DATE

SHEET 1 OF 6

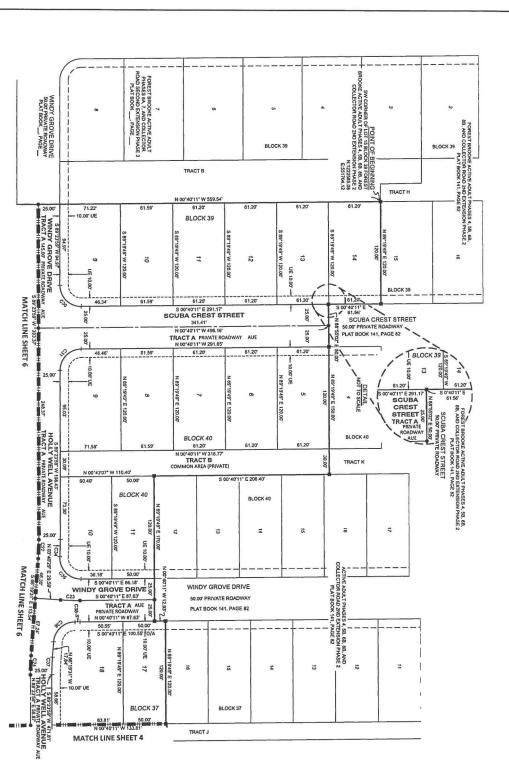


FOREST BROOKE ACTIVE ADULT PHASE 5A

A SUBDIVSION LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE.

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3409 W LEMON ST TAMPA, FL 33609 TEL: 8l3.250,3535

LB 87013 CA 88474

ENGINEERING & SUI

		CURVE TABLE	E.		
CURVES	RADIUS	CHORD BEARING	CHORD	ARC	DELTA
C22	300.00	N 86"27"46" W	22.38"	22,36	41630
C23	300.00	A .50.0C.10 S	22,74	22.75	4.20.40
C24	300.00	N 88'2746' W	22.38	22.38	4*1630
000	25,00	S 44'21'54" W	35,38	39,30	90'04'10"
C	25.00	N 45"38"06" W	35,33	39.24	89*5550
č.	325.00	N 88-50'00' W	20.04"	20.05	3.32.02
C35	25.00	S 46'07'55' W	36.45	40.84	83"3613"
C36	25,00	N 42*59'48" W	34,31	37.81'	86'39'25"
C37	275.00	N 88°27'45' W	20.51	20.52	4*1630
C28	325.00	N 00'10'08' W	5.68	5.68	1.00.00

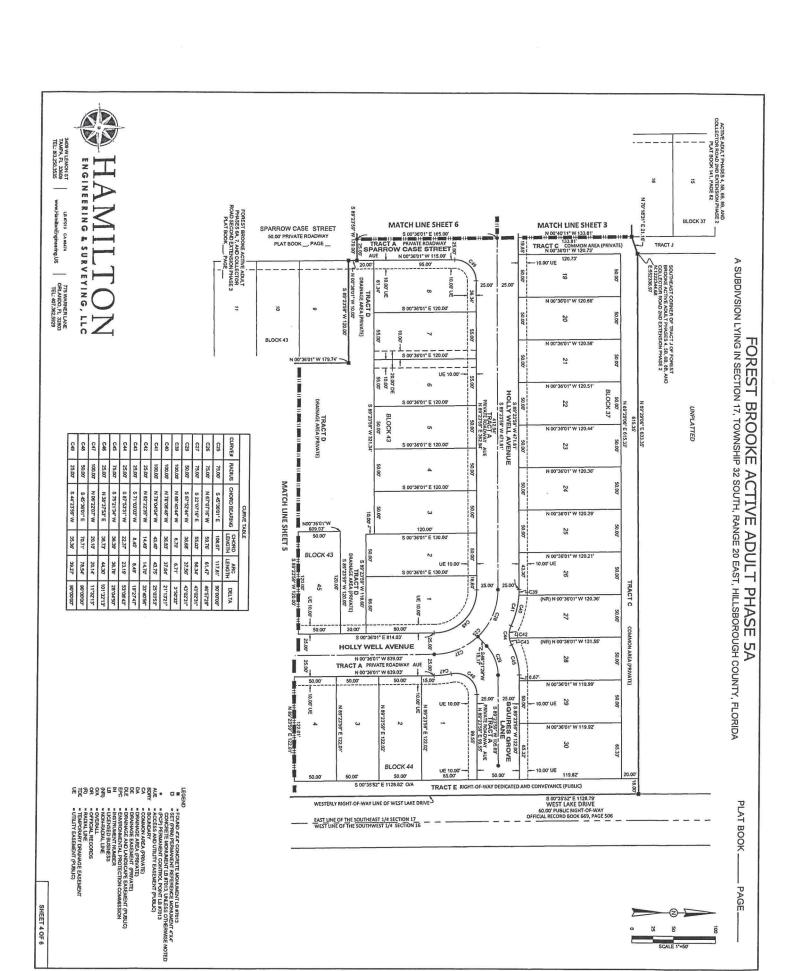
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9	S 46:07:55" W	36.45	40.84	-
00	N 42*59'48" W	34,31	37.81'	7
g	N 88*2745 W	20.51	20.52	
8	N 00'10'08' W	5.68	5.68	

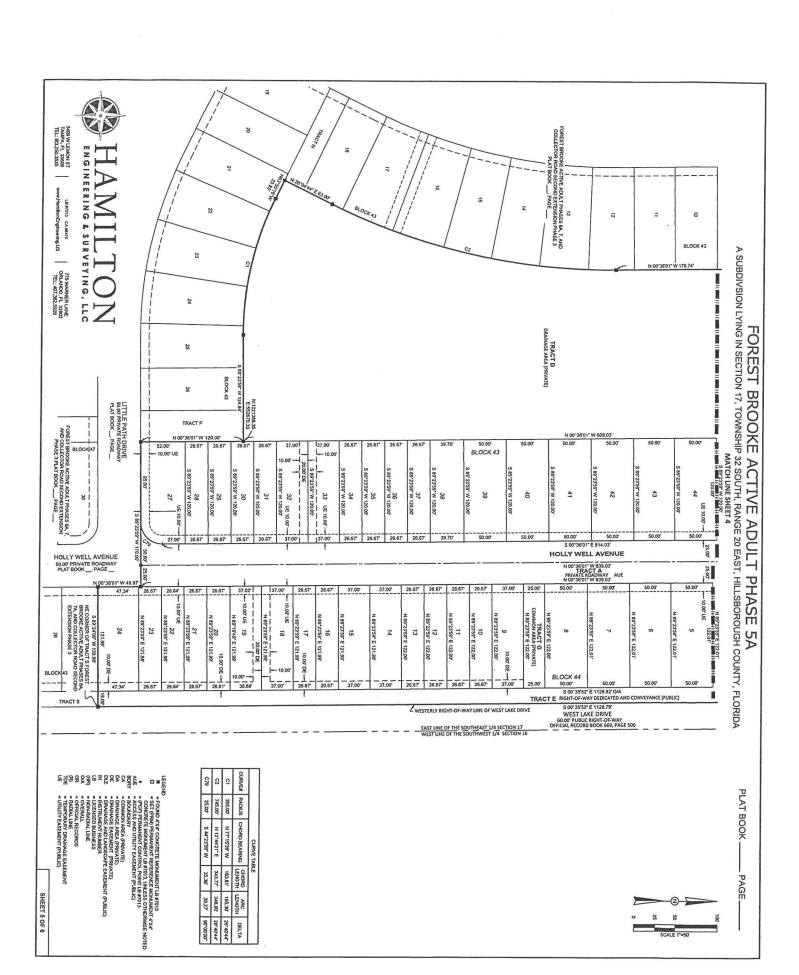
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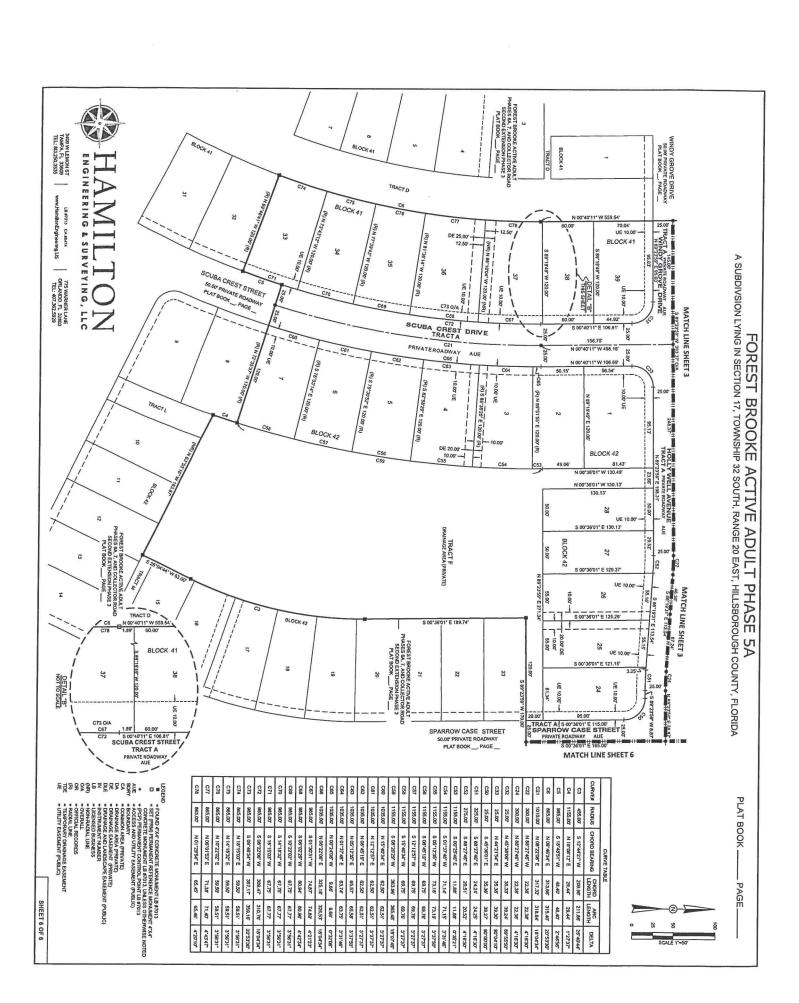
THERMISE NOTED

- E PROPERTIES

SHEET 3 OF 6







HILLSBOROUGH COUNTY DEVELOPMENT SERVICES SITE AND SUBDIVISION REVIEW SHEET

REVISED PRELIMINARY PLAT

PROJECT NAME Forest Brooke Subdivision Active Adult Phases 4A,4B,5A,5B,6A,6B,7,8A & 8B							
FOLIO #	Project ID#3948						
SUBMITTED 02/21/2022 DISTRIBUTED	02/22/2022 DUE 03/15/2022						
EOR NAME & PHONE Lucas Carlo 813-250-3535							
EOR EMAIL ADDRESS:lucasc@hamiltonengineering.us							
OWNER NAME & PHONE: Dune FB Debt LLC 813-288-8078							
OWNER EMAIL ADDRESS: rich@metrodg.com							
DRC DATE 03/24/2022 SECTION/TOWNSHIP/RANGE 8-32-20							
APPROVED GRAND OAKS							
X APPROVED WITH CONDITIONS	ON SITE PIPING						
RESUBMITTAL REQUIRED	OVERLAY DISTRICT / ARCHITECTURAL REVIEW						
INSUFFICIENT FOR REVIEW*	PROPORTIONATE FAIR SHARE						
NO REVIEW REQUIRED	LIGHTING PLANS						
	FIRE MARSHAL PLAN REVIEW & PERMIT						
	REQUIRED						

CONDITIONS/COMMENTS

The applicant indicates the units become over 55 adult community. Therefore, this project is approved, subject to the following conditions:

- 1) Place a note on the face of the plat, indicating that this project is a deed-restricted 55+ Development; and
- 2) Per LDC Section 4.02.08.C, Deed restrict the property prohibiting the permanent occupancy of a resident under the age of 55. Such deed restrictions must be recorded and must be irrevocable for a period of at least 30 years.

REVIEWED BY: Renée M. Kamen, AICP PHONE# 813-272-4083 DATE: March 11, 2022

NATURAL RESOURCES	272-5600		FIRE	276-8433
TRANSPORTATION	272-5600		PARKS	975-2160
SITE ENGINEERING	272-5600		STREET & ADDRESSES	744-5862
STORMWATER	272-5600		REAL ESTATE/SURVEY	307-4783
UTILITIES	272-5600		PUBLIC WORKS (TRAFFIC SVCS)	272-5912
ZONING	272-5600	Х	SCHOOL DISTRICT	272-4690
EPC	627-2600 EXT.1239			