

**SUBJECT:** Forest Brooke Phase 1B  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** January 12, 2021  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

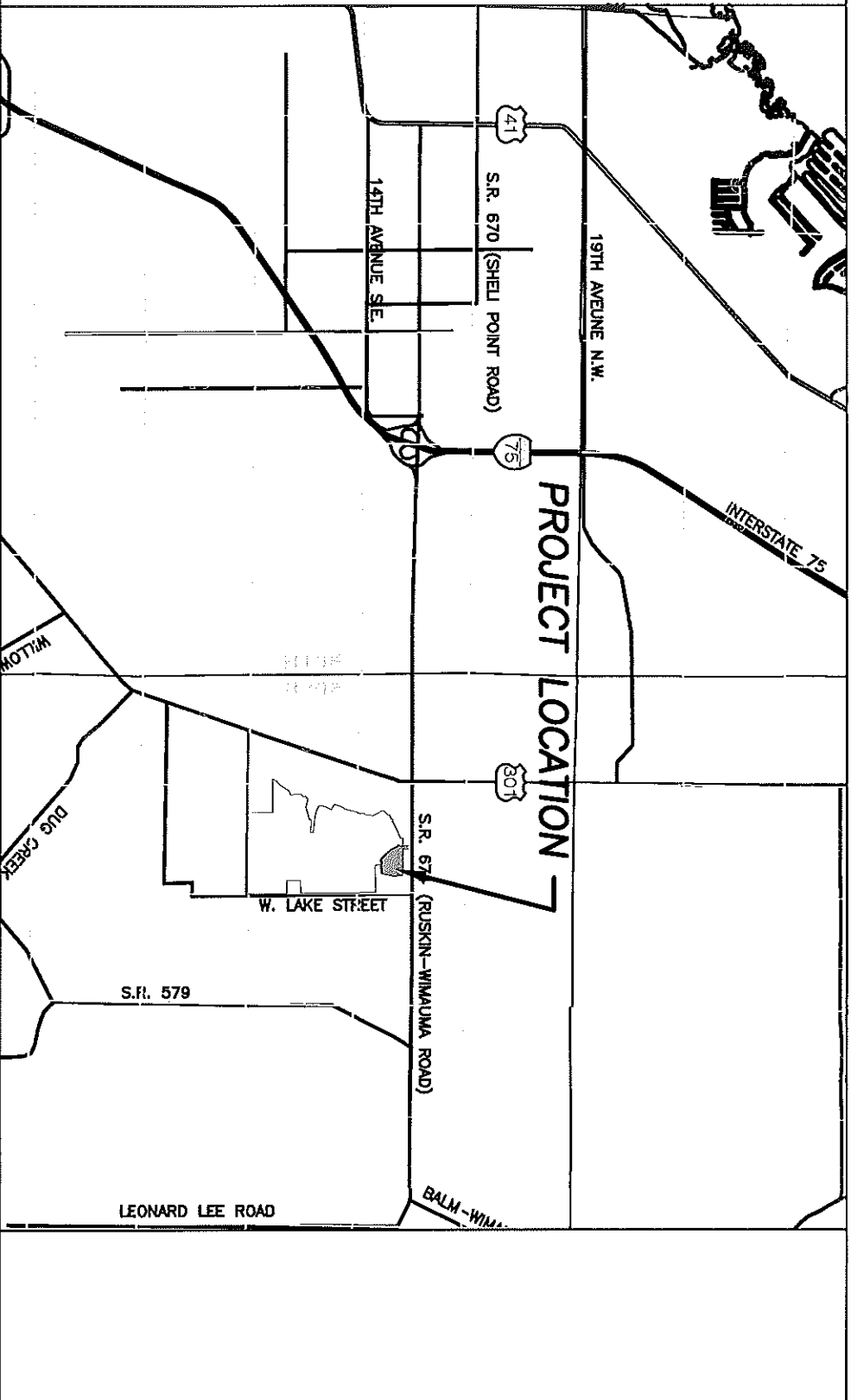
Accept the plat for recording for Forest Brooke Phase 1B, located in Section 8, Township 32, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon proper 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 \$418,320.94, a Warranty Bond in the amount of \$11,657.37, 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 \$5,625.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On February 8, 2016, Permission to Construct Prior to Platting was issued for Forest Brooke Phase 1B. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Hidden Creek Community Development District. and the engineer is Hamilton Engineering & Surveying, Inc.

# Forest Brooke Subdivision Phase 1B

## VICINITY MAP



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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Hidden Creek Community Development District hereinafter referred to as "Subdivider", Dune FB DEBT, LLC, a Delaware limited partnership and Dune FL Land I Sub, LLC, also 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 Forest Brooke Phase 1B; and

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

**WHEREAS**, the improvements required by the LDC in the subdivision known as Forest Brooke Phase 1B 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.

**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:

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

and

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

**WHEREAS**, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider and Owners 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 Phase 1B Subdivision, within six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below water and wastewater systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in Forest Brooke Phase 1B 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 Forest Brooke Phase 1B, agrees to cause to be built and constructed the aforementioned improvements in the platted area.
5. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

A Performance Bond (No. XXXX), dated \_\_\_\_\_ with Hidden Creek Community Development District as Principal, and XXXX as Surety, and

A Warranty Bond (No. XXXX), dated \_\_\_\_\_ with Hidden Creek Community Development District as Principal, and XXXX as Surety, and

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

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

7. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
9. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
10. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Forest Brooke Phase 1B at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
11. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
12. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
13. In the event that the improvement facilities are completed prior to the end of the six (6) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.

14. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
15. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 9th day of December, 2020.

ATTEST:

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

Jennifer Barr  
Printed Name of Witness

[Signature]  
Witness' Signature

Lauren Parsons  
Printed Name of Witness

**SUBDIVIDER: HIDDEN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: [Signature]  
Authorized Corporate Officer or Individual

Michael Lawson  
Name (typed, printed or stamped)

Chairman  
Title

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

813-288-8078  
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

My Commission Expires: 5/31/2021  
My Commission Number: GG110330

[Signature]  
NOTARY PUBLIC  
Karessa Boyd  
Print Name



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

ATTEST:

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

Printed Name of Witness

Witness' Signature

Printed Name of Witness

OWNER: Dune FL Land I Sub, LLC

By:

Authorized Corporate Officer or Individual

John Ryan

Name (typed, printed or stamped)

Manager

Title

2502 N. Rocky Point Drive, Suite 1050, Tampa, FL 33607

Address of Signer

813-288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

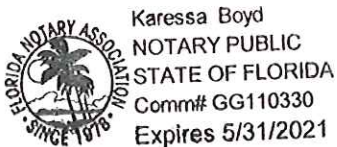
The foregoing instrument is hereby acknowledged before me this 9<sup>th</sup> day of December, 2020, by John Ryan as Manager of Dune FL Land I Sub, LLC. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 5/31/2021

My Commission Number: GG110330

NOTARY PUBLIC

Print Name





ATTEST:

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

Printed Name of Witness

Witness' Signature

Printed Name of Witness

OWNER: Dune FB Debt, LLC

By: \_\_\_\_\_  
Authorized Corporate Officer or Individual

John Ryan

Name (typed, printed or stamped)

Manager

Title

2502 N. Rocky Point Drive, Suite 1050, Tampa, FL 33607

Address of Signer

813-288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 4th day of December, 2020, by  
John Ryan as Manager of Dune FB Debt, LLC. He/she is personally known to me or  
has produced \_\_\_\_\_ as identification.

My Commission Expires: 5/31/2021  
My Commission Number: GG110330



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

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

By: \_\_\_\_\_  
Deputy Clerk

NOTARY PUBLIC

Karessa Boyd  
Print Name

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chair

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

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

Bond No. 6213000339

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we Hidden River Community Development District called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Four Hundred Eighteen Thousand Three Hundred Twenty Dollars and Ninety Four Cents (\$418,320.94) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

**WHEREAS**, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction of roads, drainage, water, wastewater, and other necessary facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

**WHEREAS**, said improvements are to be built and constructed in the aforementioned platted area; and

**WHEREAS**, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which

Bond No. 6213000339

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 Phase 1B subdivision all, roads, drainage, water and wastewater and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 12, 2021.**

Bond No. 6213000339

SIGNED, SEALED AND DATED this 8th day of December, 2020.

ATTEST:

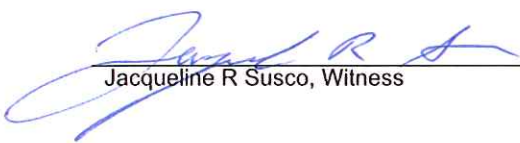
  
\_\_\_\_\_  
Jennifer Barrs

Hidden Creek Community Development District

BY:  Chairman  
\_\_\_\_\_  
PRINCIPAL (SEAL)

United States Fire Insurance Company  
\_\_\_\_\_  
SURETY (SEAL)

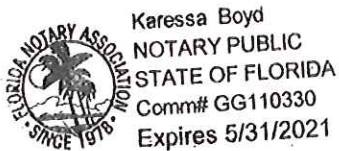
ATTEST:


  
\_\_\_\_\_  
Jacqueline R Susco, Witness

  
\_\_\_\_\_  
ATTORNEY-IN-FACT (SEAL)  
Joshua Sanford

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 8th day of December, 2020,  
by Mike Lawson as Chairman of Hidden Creek Community Development  
District. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5/31/2021  
My Commission Number: GG110330

Karessa Boyd  
\_\_\_\_\_

APPROVED BY COUNTY ATTORNEY  
  
Approved as to Form and Legal Sufficiency

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 8th day of December, 2020, before me, Bryan Caneschi, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
Signature of Notary Public

Date Commission Expires: November 30, 2025

Bryan Caneschi

Printed Name of Notary

**BRYAN CANESCHI**  
**NOTARY PUBLIC - CT 182475**  
**My Commission Expires Nov. 30, 2025**



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

79560

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

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

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars (\$50,000,000).**

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

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

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

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

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

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

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

**UNITED STATES FIRE INSURANCE COMPANY**



*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

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

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

*Sonia Scala*  
\_\_\_\_\_  
Sonia Scala (Notary Public)

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

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8<sup>th</sup> day of December 2020

**UNITED STATES FIRE INSURANCE COMPANY**



*Peter M. Quinn*  
\_\_\_\_\_  
Peter M. Quinn, Senior Vice President

Bond No. 6213000348

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we Hidden Creek Community Development District called the Principal and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Eleven Thousand Six Hundred Fifty Seven Dollars and 37/100 (\$11,657.37) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and the Hillsborough County Land Development Code, Ordinance 92-05, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

**WHEREAS**, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (water and wastewater) for maintenance in connection with the approved platted subdivision known as Forest Brooke Phase 1B; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting such improvements for a definite period of time in an amount as agreed to by the Board of County Commissioners of Hillsborough County and the Principal; and

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Construction and Warranty of Required Improvements", the terms of which Agreement require the Principal to submit an instrument warranting the above-described improvements; and

**WHEREAS**, the terms of said Subdivider's Agreement, which are by reference, incorporated into and made a part of this Warranty Bond, provide that the Principal shall warrant the above-described improvements for a period of two (2) years.

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

- A.** If the Principal shall warrant for a period of two (2) years following the date of acceptance of the water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as Forest Brooke Phase 1B, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B.** If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C.** If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 12, 2023.**



SIGNED, SEALED AND DATED this 8th day of December, 20 20.

ATTEST:

  
\_\_\_\_\_  
Jennifer Barrs

Hidden Creek Community Development District

BY:  Chairman  
PRINCIPAL (SEAL)

United States Fire Insurance Company

SURETY (SEAL)

ATTEST:

  
\_\_\_\_\_  
Jacqueline R Susco, Witness

  
\_\_\_\_\_  
ATTORNEY-IN-FACT (SEAL)  
Joshua Sanford


STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 8th day of December, 2020, by Mike Lawson as Chairman of Hidden Creek Community Development District. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



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

My Commission Expires: 5/31/2021  
My Commission Number: GG110330

  
\_\_\_\_\_  
NOTARY PUBLIC  
Karessa Boyd  
Print Name

APPROVED BY COUNTY ATTORNEY  
  
Approved as to Form and Legal Sufficiency


**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 8th day of December, 2020, before me, Bryan Caneschi, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
Signature of Notary Public  
Date Commission Expires: November 30, 2025  
Bryan Caneschi  
Printed Name of Notary

**BRYAN CANESCHI**  
**NOTARY PUBLIC - CT 182475**  
My Commission Expires Nov. 30, 2025

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

79560

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

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

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars (\$50,000,000).**

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

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

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

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

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

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

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



**UNITED STATES FIRE INSURANCE COMPANY**

*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

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

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

*Sonia Scala*  
\_\_\_\_\_  
Sonia Scala (Notary Public)

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

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8th day of December 2020



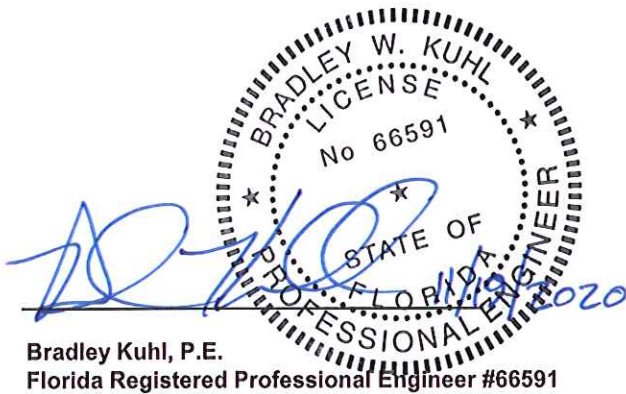
**UNITED STATES FIRE INSURANCE COMPANY**

*Peter M. Quinn*  
\_\_\_\_\_  
Peter M. Quinn, Senior Vice President



**FOREST BROOKE SUBDIVISION  
PHASE 1B CONSTRUCTION  
PERFORMANCE BOND ESTIMATE**

PAVING.....	\$	121,093.90
STORM DRAINAGE.....	\$	96,989.20
SANITARY SEWER COLLECTION SYSTEM: .....	\$	71,717.65
WATER DISTRIBUTION SYSTEM: .....	\$	44,856.00
 TOTAL: .....	 \$	 334,656.75
125% PERFORMANCE BOND AMOUNT: .....	\$	418,320.94



Bradley Kuhl, P.E.  
Florida Registered Professional Engineer #66591

Hamilton Engineering and Surveying, Inc. LB# 8474

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

## PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1 1/2" TYPE SP ASPHALT	SY	2,740	\$12.50	\$ 34,250.00
	6" CRUSHED CONCRETE BASE	SY	2,740	\$13.65	\$ 37,401.00
	12" STABILIZED SUBGRADE (LBR-40)	SY	2,740	\$5.50	\$ 15,070.00
	MIAMI CURB	LF	2,069	\$14.10	\$ 29,172.90
	CONCRETE INTERSECTION VALLEY GUTTER	EA	1	\$5,200.00	\$ 5,200.00
				<u>TOTAL</u>	<u>\$ 121,093.90</u>

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

## STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	15" CLASS III RCP STORM	LF	28	\$48.40	\$ 1,355.20
	18" CLASS III RCP STORM	LF	329	\$56.00	\$ 18,424.00
	30" CLASS III RCP STORM	LF	232	\$91.55	\$ 21,239.60
	HILLS. CO. TYPE 1 CURB INLET	EACH	2	\$4,700.00	\$ 9,400.00
	HILLS. CO. TYPE 2 CURB INLET	EACH	1	\$5,000.00	\$ 5,000.00
	TYPE V FDOT INDEX 221 INLET	EACH	1	\$4,950.00	\$ 4,950.00
	TYPE P MANHOLE	EACH	2	\$2,650.00	\$ 5,300.00
	6" UNDERDRAIN (FINE AGGREGATE)	LF	2052	\$13.95	\$ 28,625.40
	UNDERDRAIN CLEANOUT	EACH	11	\$245.00	\$ 2,695.00
<u>TOTAL</u>					<u>\$ 96,989.20</u>

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

## SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	8" PVC (0-6' CUT)	LF	0	\$15.55	\$ -
	8" PVC (6'-8' CUT)	LF	389	\$38.05	\$ 14,801.45
	8" PVC (8'-10' CUT)	LF	200	\$39.35	\$ 7,870.00
	8" PVC (10'-12' CUT)	LF	174	\$41.05	\$ 7,142.70
	8" PVC C900 DR18 (12'-14' CUT)	LF	105	\$44.70	\$ 4,693.50
	SANITARY MANHOLE (0'-6' CUT)	EACH	0	\$2,950.00	\$ -
	SANITARY MANHOLE (6'-8' CUT)	EACH	3	\$3,650.00	\$ 10,950.00
	SANITARY MANHOLE (8'-10' CUT)	EACH	1	\$3,900.00	\$ 3,900.00
	SANITARY MANHOLE (10'-12' CUT)	EACH	1	\$4,300.00	\$ 4,300.00
	SINGLE SERVICE	EACH	4	\$755.00	\$ 3,020.00
	DOUBLE SERVICE	EACH	16	\$940.00	\$ 15,040.00
				TOTAL	\$ 71,717.65

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

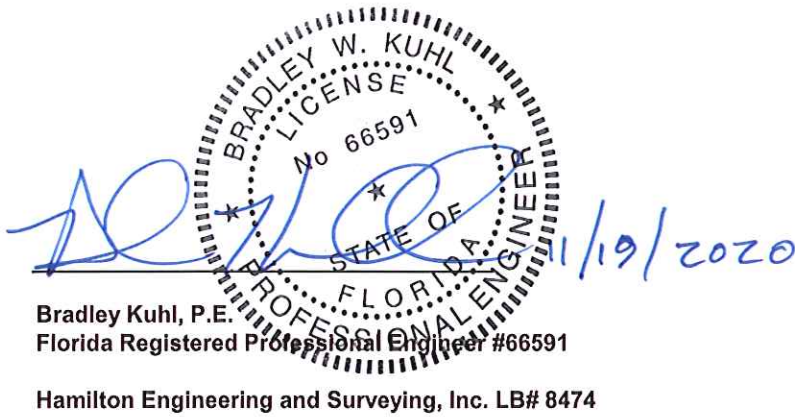
## WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	4" PVC WATER MAIN (DR 18)	LF	0	\$9.85	\$ -
	6" PVC WATER MAIN (DR 18)	LF	1155	\$16.20	\$ 18,711.00
	4" GATE VALVE ASSEMBLY	EACH	0	\$810.00	\$ -
	6" GATE VALVE ASSEMBLY	EACH	3	\$1,050.00	\$ 3,150.00
	4" MJ BEND	EACH	0	\$165.00	\$ -
	6" MJ BEND	EACH	11	\$220.00	\$ 2,420.00
	FIRE HYDRANT ASSEMBLY	EACH	2	\$4,300.00	\$ 8,600.00
	SINGLE SERVICE SHORT	EACH	21	\$345.00	\$ 7,245.00
	SINGLE SERVICE LONG	EACH	11	\$430.00	\$ 4,730.00
	TEMPORARY BLOWOFF ASSEMBLY	EACH	0	\$710.00	\$ -
				TOTAL	\$ 44,856.00



**FOREST BROOKE SUBDIVISION  
PHASE 1B CONSTRUCTION  
WARRANTY BOND ESTIMATE**

PAVING.....		<b>PRIVATE</b>
STORM DRAINAGE.....		<b>PRIVATE</b>
SANITARY SEWER COLLECTION SYSTEM: .....	\$	<b>71,717.65</b>
WATER DISTRIBUTION SYSTEM: .....	\$	<b>44,856.00</b>
 TOTAL: .....	 \$	 <b>116,573.65</b>
10% WARRANTY BOND AMOUNT: .....	\$	<b>11,657.37</b>

  
The seal is circular with a dashed border. Inside the border, the text "BRADLEY W. KUHL" is at the top, "LICENSE" is below it, "No 66591" is in the center, "STATE OF FLORIDA" is at the bottom, and "PROFESSIONAL ENGINEER" is written around the inner edge. To the right of the seal, the date "11/19/2020" is handwritten in blue ink.

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

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

## PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1 1/2" TYPE SP ASPHALT	SY		\$12.50	\$ -
	6" CRUSHED CONCRETE BASE	SY		\$13.65	\$ -
	12" STABILIZED SUBGRADE (LBR-40)	SY		\$5.50	\$ -
	MIAMI CURB	LF		\$14.10	\$ -
	CONCRETE INTERSECTION VALLEY GUTTER	EA		\$5,200.00	\$ -
				<u>TOTAL</u>	<u>\$ -</u>

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

## STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	15" CLASS III RCP STORM	LF		\$48.40	\$ -
	18" CLASS III RCP STORM	LF		\$56.00	\$ -
	30" CLASS III RCP STORM	LF		\$91.55	\$ -
	HILLS. CO. TYPE 1 CURB INLET	EACH		\$4,700.00	\$ -
	HILLS. CO. TYPE 2 CURB INLET	EACH		\$5,000.00	\$ -
	TYPE V FDOT INDEX 221 INLET	EACH		\$4,950.00	\$ -
	TYPE P MANHOLE	EACH		\$2,650.00	\$ -
	6" UNDERDRAIN (FINE AGGREGATE)	LF		\$13.95	\$ -
	UNDERDRAIN CLEANOUT	EACH		\$245.00	\$ -
				<u>TOTAL</u>	<u>\$ -</u>

# FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION

## SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	8" PVC (6'-8' CUT)	LF	389	\$38.05	\$ 14,801.45
	8" PVC (8'-10' CUT)	LF	200	\$39.35	\$ 7,870.00
	8" PVC (10'-12' CUT)	LF	174	\$41.05	\$ 7,142.70
	8" PVC C900 DR18 (12'-14' CUT)	LF	105	\$44.70	\$ 4,693.50
	SANITARY MANHOLE (6'-8' CUT)	EACH	3	\$3,650.00	\$ 10,950.00
	SANITARY MANHOLE (8'-10' CUT)	EACH	1	\$3,900.00	\$ 3,900.00
	SANITARY MANHOLE (10'-12' CUT)	EACH	1	\$4,300.00	\$ 4,300.00
	SINGLE SERVICE	EACH	4	\$755.00	\$ 3,020.00
	DOUBLE SERVICE	EACH	16	\$940.00	\$ 15,040.00
				TOTAL	\$ 71,717.65

# **FOREST BROOKE SUBDIVISION PHASE 1B CONSTRUCTION**

## **WATER DISTRIBUTION SYSTEM**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	6" PVC WATER MAIN (DR 18)	LF	1155	\$16.20	\$ 18,711.00
	6" GATE VALVE ASSEMBLY	EACH	3	\$1,050.00	\$ 3,150.00
	6" MJ BEND	EACH	11	\$220.00	\$ 2,420.00
	FIRE HYDRANT ASSEMBLY	EACH	2	\$4,300.00	\$ 8,600.00
	SINGLE SERVICE SHORT	EACH	21	\$345.00	\$ 7,245.00
	SINGLE SERVICE LONG	EACH	11	\$430.00	\$ 4,730.00
TOTAL					\$ 44,856.00

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

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Hidden Creek Community Development District hereinafter referred to as "Subdivider", Dune FB DEBT, LLC, a Delaware limited partnership and Dune FL Land I Sub, LLC, also 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".

**Witnesseeth**

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 has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Forest Brooke Phase 1B; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Forest Brooke Phase 1B 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 agrees to well and truly build, construct and install in the platted area known as Forest Brooke Phase 1B subdivision within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
- a. Letter of Credit, number \_\_\_\_\_,  
dated \_\_\_\_\_,  
with \_\_\_\_\_,  
\_\_\_\_\_ by order of  
\_\_\_\_\_, or
  - b. A Performance Bond (#6213000357), dated 12/8/2020  
\_\_\_\_\_, with Hidden Creek  
Community Development District  
as Principal, and United States  
Fire Insurance Company as Surety,  
or
  - c. Escrow Agreement, dated \_\_\_\_\_,  
\_\_\_\_\_, between  
and the County, or
  - d. Cashier/Certified Check, number \_\_\_\_\_,  
dated \_\_\_\_\_, which shall be deposited by  
the County into a non-interest bearing escrow account upon receipt. No interest  
shall be paid to the Subdivider on funds received by the County pursuant to this  
Agreement.

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

- 4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
- 5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as Forest Brooke Phase 1B at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall

not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

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



IN WITNESS WHEREOF, the parties hereto have executed these presents, this 9<sup>th</sup>  
day of December, 2020

ATTEST:

[Signature]  
Witness Signature  
Jennifer Barrs  
Printed Name of Witness

[Signature]  
Witness Signature  
Lauren Parsons  
Printed Name of Witness

SUBDIVIDER: Hidden Creek Community  
Development District

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

Michael Lawson  
Printed Name of Signer  
Chairman  
Title of Signer

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

813-288-8078  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December,  
2020, by Michael Lawson of Hidden Creek CDD, a corporation under the laws  
of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced  
\_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

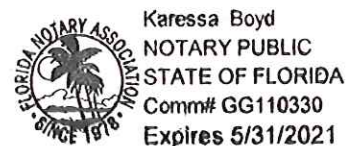
Sign: [Signature] (Seal)

Print: Karessa Boyd

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 5/31/2021



ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

OWNER: Dune FL Land I Sub, LLC

By:

Authorized Corporate Officer  
or Individual (Sign before a  
Notary Public)

John Ryan

Printed Name of Signer

Manager

Title of Signer

2502 N. Rocky Point Drive, Suite 1050, Tampa, FL 33607

Address of Signer

813-288-8078

Phone Number of Signer

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2020, by John Ryan of Dune FL Land I Sub, LLC - KB of Hidden Creek CDD, a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (Seal)

Print: Karessa Boyd

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 5/31/2021



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

ATTEST:

Witness Signature

Jennifer Barrs

Printed Name of Witness

Lauren Parsons

Witness Signature

Lauren Parsons

Printed Name of Witness

OWNER: Dune FB DEBT, LLC

By:

Authorized Corporate Officer  
or Individual (Sign before a  
Notary Public)

John Ryan

Printed Name of Signer

Manager

Title of Signer

2502 N. Rocky Point Drive, Suite 1050, Tampa, FL 33607

Address of Signer

813-288-8078

Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9th day of December, 2020, by John Ryan of Dune FB Debt, LLC - EB, a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (Seal)

Print: Karessa Boyd

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 5/31/2021



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

ATTEST: PAT FRANK  
CLERK OF CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

APPROVED BY COUNTY ATTORNEY  
6  
Approved as to Form and Legal Sufficiency

Bond No. 6213000357

**SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we Hidden Creek Community Development District called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Five Thousand Six Hundred Twenty Five dollars and 00/100 (\$5,625.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Forest Brooke Phase 1B 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. 6213000357**

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Forest Brooke Phase 1B subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

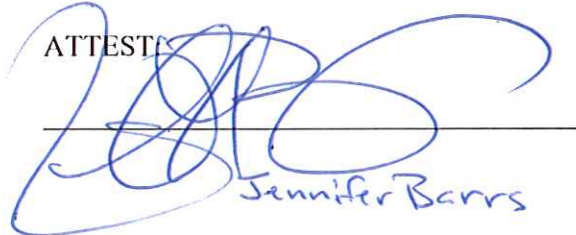
**THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 12, 2021.**



Bond No. 6213000357

SIGNED, SEALED AND DATED this 8th day of December, 2020.

ATTEST:

  
Jennifer Barrs

Hidden Creek Community Development District

BY:

  
PRINCIPAL

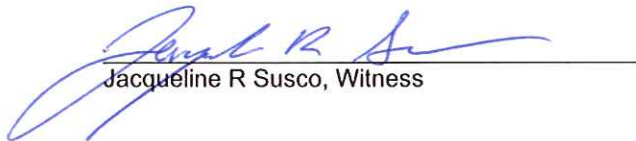
Chairman  
(SEAL)

United States Fire Insurance Company

SURETY

(SEAL)

ATTEST:

  
Jacqueline R Susco, Witness

  
ATTORNEY-IN-FACT (SEAL)

Joshua Sanford

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 8th day of December, 2020  
by Mike Lawson as Chairman of Hidden Creek Community Development  
District. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



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



NOTARY PUBLIC

My Commission Expires: 5/31/2021  
My Commission Number: GG110330

Karessa Boyd

APPROVED BY COUNTY ATTORNEY

  
Approved as to Form and Legal Sufficiency

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 8th day of December, 2020, before me, Bryan Caneschi, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
Signature of Notary Public

Date Commission Expires: November 30, 2025

Bryan Caneschi

Printed Name of Notary

**BRYAN CANESCHI**  
**NOTARY PUBLIC - CT 182475**  
My Commission Expires Nov. 30, 2025

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

79560

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

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

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars (\$50,000,000).**

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

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

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

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

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

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

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



**UNITED STATES FIRE INSURANCE COMPANY**

*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

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

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

*Sonia Scala*  
\_\_\_\_\_  
Sonia Scala (Notary Public)

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

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8<sup>th</sup> day of December 2020



**UNITED STATES FIRE INSURANCE COMPANY**

*Peter M. Quinn*  
\_\_\_\_\_  
Peter M. Quinn, Senior Vice President

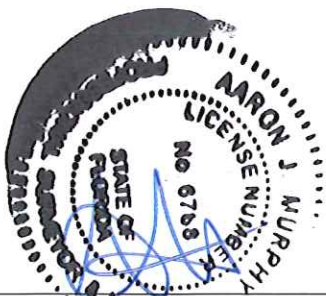


**FOREST BROOKE PHASE 1B**

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

Listed below is Hamilton Engineering and Surveying, Inc.'s certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of Forest Brooke Phase 1B. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

**36 Lots @ \$125.00 each = \$4,500.00 x 125% = \$5,625.00**



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

11-13-2020

Date

A SUBDIVISION LYING WITHIN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST  
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

THIS ABOVE PARCEL CONTAINING 347.288 ACRES, FIFTY OR 7.87 ACRES, MORE OR LESS.

**THIS PLAN HAS BEEN APPROVED FOR RECOGNITION.**

THIS PLAN HAS BEEN APPROVED FOR RECORDATION.

THIS PLAN HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: \_\_\_\_\_  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
SURVEY SECTION, GEOGRAPHICAL AND LAND ACQUISITION SERVICES DEPARTMENT,  
HILLSBOROUGH COUNTY



**HAMILTON**  
ENGINEERING & SURVEYING, INC.

3400 W LEMON ST  
TAMPA, FL 33600  
TEL: 813 250 3535

LB 87013 CA 874

775 WARNER LANE  
ORLANDO, FL 32803  
TEL: 407 302 0020

[www.HamiltonEngineering.UG](http://www.HamiltonEngineering.UG)

1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT). BEING THE SOUTH

[illegible]

A) NOTICE OF ESTABLISHMENT OF THE HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT PER OFFICIAL RECORDS BOOK 22107, PAGE 1526, AS AMENDED AND NOTICE OF INCORPORATION PER OFFICIAL RECORDS BOOK 22706, PAGE 243, WHICH MERGED WITH THE WESTERN VILLAGE COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED PER OFFICIAL RECORDS BOOK 16391, PAGE 198.

B) DECLARATION OF RESTRICTIVE COVENANTS PER OFFICIAL RECORDS BOOK 10616, PAGE 772 AND AS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS PER OFFICIAL RECORDS BOOK 1981, PAGE 180.

C) MASTER DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR WATERSHORE DEVELOPMENT PER OFFICIAL RECORDS BOOK 2540, PAGE 1880 AND FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR WATERSHORE DEVELOPMENT PER OFFICIAL RECORDS BOOK 2540, PAGE 1880 AND SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR WATERSHORE DEVELOPMENT PER OFFICIAL RECORDS BOOK 2540, PAGE 376.

D) NOTICE OF CLOSING FOR LOT 1200 IN THE FOREST PARK DRUGS COMMUNITY DEVELOPMENT DISTRICT PER OFFICIAL RECORDS BOOK 1200, PAGE 1200.

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

BY: \_\_\_\_\_  
IN THE PRESENCE OF: \_\_\_\_\_  
JULY 17, 2018  
\_\_\_\_\_

ITY: DEPT OF HEALTH

THIS DAY OF 20 TIME

CLERK FILE NUMBER \_\_\_\_\_

1. AARON J. MURPHY, THE UNDERGROUND PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THE PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SURVEYED, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIED WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, AND THAT PERMANENT REFERENCE MONUMENTS (PRMA) WERE SET ON THE 2261 DAY OF MAY, 2017, AS SHOWN HEREON, AND THAT PERMANENT CONTROL POINTS (PCPN) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE, OR IN ACCORDANCE WITH CONVENTIONS OF SURVEYING.

**Arton J. Murphy, PSM**  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER #8708  
HAMILTON ENGINEERING AND SURVEYING, INC.  
CERTIFICATE OF AUTHORIZATION LD #7073  
3400 W. LEMON STREET  
TAMPA, FLORIDA 33606  
TEL (813) 240-0000  
FAX (813) 240-0001

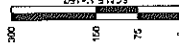
Date \_\_\_\_\_

3408 W. MARION AVE.  
TAMPA, FLORIDA 33609  
TEL (813) 250-3000  
FAX (813) 250-3030

**SHEET 1 OF 4**

## PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

## BOUNDARY AND KEY SHEET



FOUND RAILROAD SPIKE IN PLACE OF 1" IRON  
PIPE NORTHEAST CORNER OF SOUTHEAST 1/4  
OF SECTION 8 PER CERTIFIED CORNER RECORD  
#1Q1866

CURVE TABLE					
CURVE	RAILS	CHORD RADIUS	CHORD LENGTH	ARC LENGTH	DELTA
C1	20.00	5.457400" W	36.77	40.84	90°00'00"
C2	21.00	5.292300" E	37.62	41.80	47°04'05"
C3	103.00	5.574642" W	13.16	15.19	43°33'45"
C4	24.00	5.153397" E	31.27	33.81	77°02'22"
C5	27.00	5.330382" W	33.25	33.86	19°42'27"
C6	23.00	5.405916" W	30.55	40.59	83°02'08"
C7	505.00	5.011042" W	1.30	20.20	3°29'30"
C8	104.00	5.282007" E	14.05	14.67	55°52'21"

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N 80°46'00" W	11.58'
L2	E 67°07'00" E	122.03'
L3	D 40°20'40" E	20.54'
L4	D 29°03'33" W	134.46'
L5	E 35°34'43" W	50.00'
L6	E 43°09'00" W	60.24'
L7	N 00°04'43" E	75.90'

WETLAND NOTE:

THE WETLAND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO HILLSBOROUGH COUNTY, FLORIDA, LAND DEVELOPMENT CODE (LDC) AS AMENDED; THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-606; AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS. THE WETLAND CONSERVATION AREA SHALL BE LEFT FROM THE FUTURE DEVELOPMENT OF THE PROJECT AND SHALL NOT BE USED FOR ANY OTHER PURPOSES. THE WETLAND CONSERVATION AREA SHALL REMAIN IN ITS PRESENT CONDITION AND SHALL NOT BE USED FOR ANY OTHER PURPOSES. THE WETLAND CONSERVATION AREA SHALL REMAIN IN ITS PRESENT CONDITION AND SHALL NOT BE USED FOR ANY OTHER PURPOSES. THE WETLAND CONSERVATION AREA SHALL REMAIN IN ITS PRESENT CONDITION AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.

NOTE:

SEE SHEET 3 OF 4 FOR WETLAND CONSERVATION  
AREA AND OTHER SURFACE WATER DIMENSIONS AND  
TIES.

### LEGEND

- FOUND 4"x4" CONCRETE MONUMENT LHM 7013  
 ● FOUND IRON ROD AS NOTED  
 ○ POPI PERMANENT CONTROL POINT LHM7013  
 (R) RADIAL LINE  
 (NR) NONRADIAL LINE  
 LU LICENSED BUSINESS  
 PZ PLANT ZONE  
 PL PLANT DOCK  
 ○ OVERALL  
 ○ ENVIRONMENTAL PROTECTION COMMISSION  
 GVA GOLF AREA  
 WC4010 WETLAND CONSERVATION AREA RETRACTION

## TRACT TADULATION

TRACT A - WETLAND CONSERVATION AREA (PRIVATE) AND LANDSCAPE AREA (PRIVATE)  
TRACT B - DRAINAGE AREA (PRIVATE)  
TRACT C - DRAINAGE AREA (PRIVATE), LANDSCAPE EASEMENT (PRIVATE), UTILITY EASEMENT (PRIVATE), AND UTILITY EASEMENT (PUBLIC)  
TRACT D - PRIVATE ROADWAY

**HAMILTON**  
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3400 WILMONT ST  
TAMPA, FL 33606  
TEL: 813.250.3035

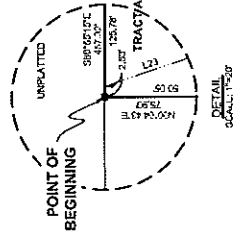
LB #7013 CA #474  
www.HamiltonEngineering, LLC

775 WARNER LANE  
ORLANDO, FL 32803  
TEL: 407.302.0029

SHEET 2 OF 4

## PLAT BOOK \_\_\_\_\_ PAGE-\_\_\_\_\_

A SUBDIVISION LYING WITHIN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST  
HILLSBOROUGH COUNTY, FLORIDA



CURVE TABLE				
CURVE	RAILS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	30.00	E 49°04'00" W	36.77	40.85
C2	150.00	N 23°00'00" E	142.59	162.521
C3	185.00	N 67°04'00" E	201.63	199.000
C10	186.00	N 45°04'00" E	141.59	146.307
C12	182.00	N 22°00'00" E	141.59	146.320
C13	180.00	N 45°04'00" E	203.37	251.33
C21	180.00	N 45°04'00" E	101.17	0.12
C22	180.00	N 31°28'00" E	100.59	175.18
C23	100.00	N 70°27'11" E	78.31	70.02
C24	210.00	N 72°55'58" E	91.27	92.07
C25	210.00	N 82°24'53" E	48.05	48.30
C26	210.00	N 70°51'46" E	43.17	43.24
C27	21.00	N 60°33'00" W	33.50	30.04
C28	25.00	N 75°56'37" E	9.82	0.66
C29	25.00	N 40°38'18" W	10.67	20.49
C30	25.00	N 47°04'00" E	100.97	170.36
C31	25.00	N 04°24'00" W	34.69	37.72
C32	50.00	N 77°33'00" E	46.79	46.30
C33	50.00	N 22°30'30" E	40.73	50.163
C34	50.00	N 10°05'21" W	47.49	61.9952
C35	25.00	N 08°14'00" W	28.28	30.04
C36	25.00	N 07°36'30" W	25.54	26.61
C37	25.00	N 12°37'04" E	3.22	3.22
C38	210.00	N 12°37'04" E	91.27	92.08
C39	210.00	N 18°23'55" E	48.05	139.235
C40	210.00	N 65°59'51" E	42.30	11°33'43
C46	150.00	N 57°00'00" E	88.00	349.0523
C47	150.00	N 57°00'00" E	0.00	0.00
C48	150.00	N 74°46'41" E	79.17	90.11
C49	40.00	N 45°04'00" E	27.05	75.49
C50	40.00	N 70°27'11" E	22.59	27.1225
C51	40.00	N 51°13'37" E	40.00	52.47
C52	40.00	E 69°00'00" W	0.12	0.00030

LINE TABLE		
LINE#	DIRECTION	LENGTH
L17	N 31°52'21" W	5.02
L18	N 54°25'10" W	0.27
L19	N 68°01'30" E	26.53
L20	N 73°25'30" W	10.51
L21	N 23°08'10" E	0.05
L22	N 71°34'57" E	14.00
L23	N 10°25'03" W	21.55

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N 09°36'00" W	11.53'
L10	N 44°50'00" W	34.20'
L12	N 87°39'30" W	3.75'
L13	N 60°50'00" W	5.48'
L14	N 79°00'00" E	2.01'
L15	N 15°25'41" W	4.05'
L16	N 87°30'00" W	16.75'

WETI AND NOTE.

THE WETLAND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO HILLOBOROUGH COUNTY, FLORIDA, LAND DEVELOPMENT CODE (LDC) AS AMENDED; THE HILLOBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 86-646, AND CHAPTER 1-1; RULES OF THE HILLOBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION; IN ADDITION A 30-FOOT BUFFER FROM THE WETLAND CONSERVATION AREA SHALL BE MAINTAINED IN ACCORDANCE WITH THE WETLAND CONSERVATION ACT AND SHALL BE CONFORMANT TO THE PROVISIONS OF THE LDC WITHIN THE HILLOBOROUGH COUNTY LAND DEVELOPMENT CODE.

**LEGEND**

- POUND #P#F CONCRETE MONUMENT LWP 7013
- CONCRETE MONUMENT CONTROL POINT LWP7013
- POLYMER CONCRETE MONUMENT CONTROL POINT LWP7013
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- LD LICENSED BUSINESS
- P.G. PAGE
- P.B. PLAT BOOK
- IGM OVERALL
- IGM MINIMUM PROTECTION COMMISSION
- WC&B WETLAND CONSERVATION AREA OUTLAWK

TRACT A - WETLANDS  
TRACT B - AGRICULTURE  
TRACT C - DRAINAGE  
TRACT D - DRAINAGE  
TRACT E - PRIVATE  
TRACT F - PRIVATE  
TRACT G - PRIVATE  
TRACT H - PRIVATE  
TRACT I - PRIVATE  
TRACT J - PRIVATE  
TRACT K - PRIVATE  
TRACT L - PRIVATE  
TRACT M - PRIVATE  
TRACT N - PRIVATE  
TRACT O - PRIVATE  
TRACT P - PRIVATE  
TRACT Q - PRIVATE  
TRACT R - PRIVATE  
TRACT S - PRIVATE  
TRACT T - PRIVATE  
TRACT U - PRIVATE  
TRACT V - PRIVATE  
TRACT W - PRIVATE  
TRACT X - PRIVATE  
TRACT Y - PRIVATE  
TRACT Z - PRIVATE

**HAMILTON**  
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**SHEET 3 OF 4**



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