

SUBJECT: Forest Brooke Collector Road 2nd Extension Phase 1
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 13, 2021
CONTACT: Lee Ann Kennedy

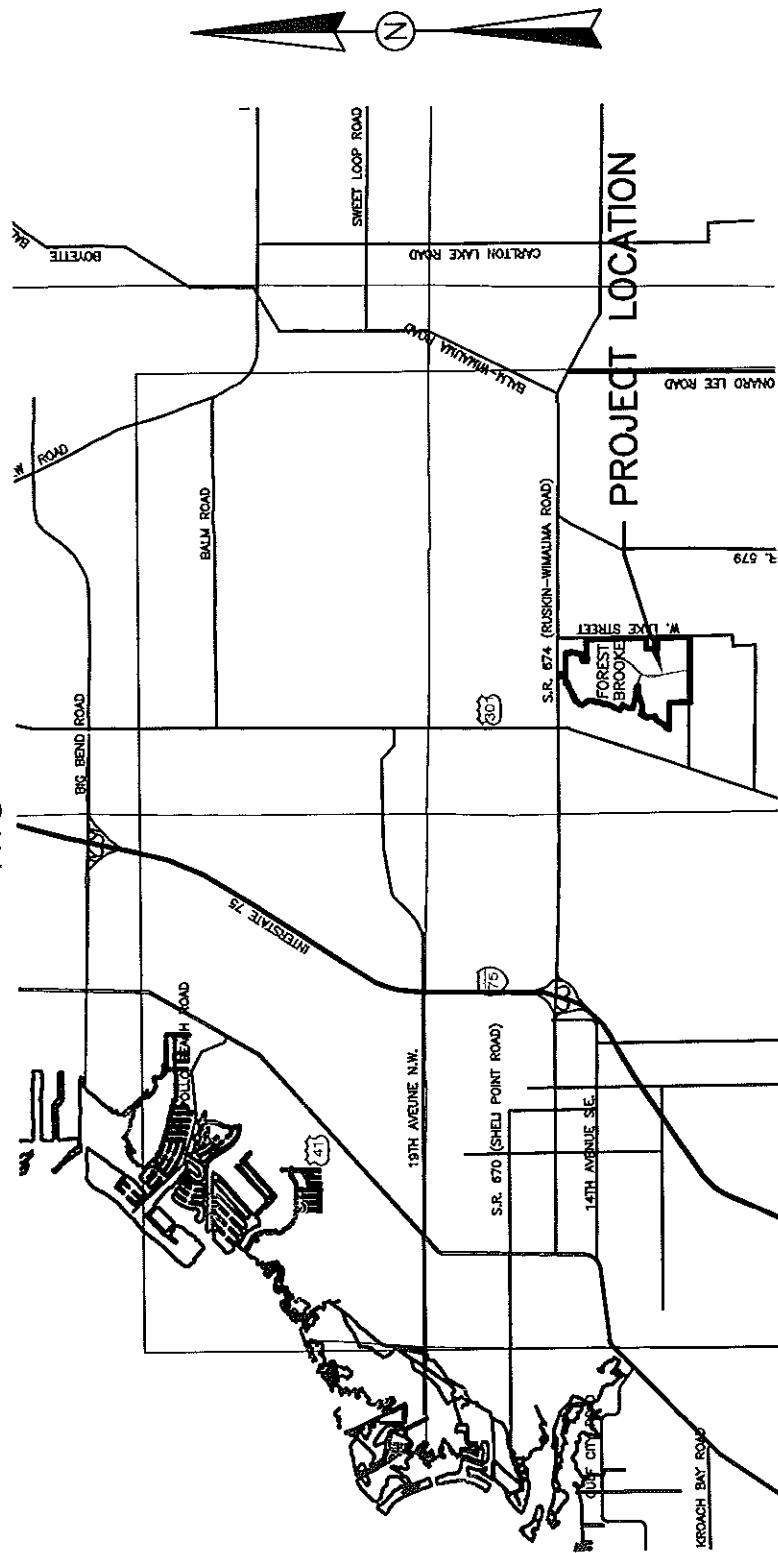
RECOMMENDATION:

Accept the plat for recording for Forest Brooke Collector Road 2nd Extension Phase 1, 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 (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$1,111,680.69, a Warranty Bond in the amount of \$171,841.58, 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 \$156.25 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 20, 2017, Permission to Construct Prior to Platting was issued for Forest Brooke Collector Road 2nd Extension Phase 1. 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.

STN



**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, 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 Collector Road 2nd Extension Phase 1; 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 Collector Road 2nd Extension Phase 1 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

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

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

<input checked="" type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input checked="" 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 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 Collector Road 2nd Extension Phase 1 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 5 below, roads, streets, stormwater drainage systems, 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 Forest Brooke Collector Road 2nd Extension Phase 1 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 Collector Road 2nd Extension Phase 1, 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 _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond (No. 6213002796), dated February 25, 2021 with Hidden Creek Community Development District as Principal, and United States Fire Insurance Company as Surety, and

A Warranty Bond (No. 6213002805), dated February 25, 2021 with Hidden Creek Community Development District as Principal, and United States Fire Insurance Company as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and 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 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 Forest Brooke Collector Road 2nd Extension Phase 1 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 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 executed these presents, this 26th day of February 2021.

ATTEST:

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

Printed Name of Witness

Witness' Signature

Aimee Walker Hodge

Printed Name of Witness

**SUBDIVIDER: HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Corporate Officer or Individual

Name (typed, printed or stamped)

Title

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

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 26th day of February, 2021, by
Michael Lawson as Chairman 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



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

BOARD OF COUNTY COMMISSIONERS

ATTEST:

HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

ATTEST:

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

Printed Name of Witness

Witness' Signature

Aimee Walker Hodge

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 Dr. Suite 1050
Address of Signer Tampa, FL 33607

813-288-8078
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

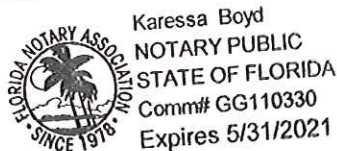
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 26th day of February, 2021, 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

Karessa Boyd
Print Name



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

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST:

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

Jennifer Barrs

Printed Name of Witness

Aimee Walker Hodge

Witness' Signature

Aimee Walker Hodge

Printed Name of Witness

OWNER: Dune FB Debt, LLC

By: _____
Authorized Corporate Officer or Individual

John Ryan

Name (typed, printed or stamped)

Manager

Title

2502 N. Rocky Point Dr. Suite 1050
Tampa FL 33607

Address of Signer

813-288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 26th day of February, 2021, 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

NOTARY PUBLIC

Karessa Boyd

Print Name



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

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hidden Creek Community Development District called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Million One Hundred Eleven Thousand Six Hundred Eighty and 69/100 Dollars (\$1,111,680.69) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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 Collector Road 2nd Extension Phase 1 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 November 13, 2021.

Bond No. 6213002796

SIGNED, SEALED AND DATED this 25th day of February, 2021.

ATTEST:


Hidden Creek Community Development District



Aimee Walker Hodge

BY:  Chairman
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:


Kathryn Pryor, Witness


Donna M. Planeta, ATTORNEY-IN-FACT
(SEAL)

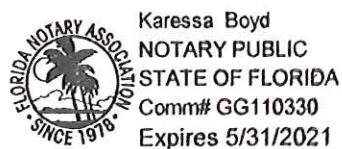
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 26th day of February, 2021,
by Michael 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 THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of February, 2021, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

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

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

79560

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

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

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

Sonia Scala

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 25th day of February 2021

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Hidden Creek Community Development District called the Principal and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Hundred Seventy-One Thousand Eight Hundred Forty-One and 58/100 Dollars (\$171,841.58) 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 (roads, drainage, water and wastewater) for maintenance in connection with the approved platted subdivision known as Forest Brooke Collector Road 2nd Extension Phase 1; and

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

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

Bond No. 6213002805

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 roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as Forest Brooke Collector Road 2nd Extension Phase 1, 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;

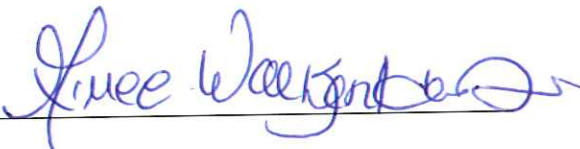
THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL November 13, 2023.

Bond No. 6213002805

SIGNED, SEALED AND DATED this 25th day of February, 2021.

ATTEST:

Hidden Creek Community Development District


Airnee Walker Hodge

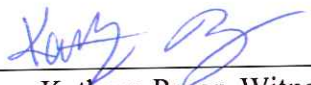
BY:



PRINCIPAL

Chairman
(SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST:


Kathryn Pryor, Witness


Donna M. Planeta, ATTORNEY-IN-FACT
(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 26th day of February,
2021, 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: GG 110330


NOTARY PUBLIC

Karessa Boyd
Print Name

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.



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

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of February, 20 21, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

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

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

79560

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



[Handwritten Signature]

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

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

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

[Handwritten Signature: 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 25th day of February 2021

UNITED STATES FIRE INSURANCE COMPANY




[Handwritten Signature]

Peter M. Quinn, Senior Vice President

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION
Phase 1 Construction
PERFORMANCE BOND ESTIMATE

PAVING.....	\$	784,956.55
STORM DRAINAGE.....	\$	94,106.00
SANITARY SEWER COLLECTION SYSTEM:	\$	3,078.00
WATER DISTRIBUTION SYSTEM:	\$	7,204.00
 TOTAL:	 \$	 889,344.55
125% PERFORMANCE BOND AMOUNT:	\$	1,111,680.69


 Bradley W. Kuhl, P.E.
 Florida Registered Professional Engineer #54691
 Hamilton Engineering and Surveying, Inc. LB# 8474

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION

Phase 1 Construction

PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1" TYPE FC 9.5 ASPHALT OVERLAY	SY	12,268	\$7.75	\$ 95,077.00
	2" TYPE SP 12.5 ASPHALT	SY	12,268	\$10.30	\$ 126,360.40
	8" CRUSHED CONCRETE BASE	SY	12,268	\$15.85	\$ 194,447.80
	12" TYPE B STABILIZATION	SY	7,131	\$4.65	\$ 33,159.15
	RIBBON CURB	LF	10,732	\$10.35	\$ 111,076.20
	ADA SIDEWALK RAMP	EA	11	\$882.00	\$ 9,702.00
	10' CONCRETE PATH 6" THICK	LF	696	\$54.00	\$ 37,584.00
	5' CONCRETE SIDEWALK (4-6" Thick)	LF	5,576	\$20.00	\$ 111,520.00
	SIGNAGE & STRIPING	LS	1	\$66,030.00	\$ 66,030.00
	FINAL DRESS	LS	1	\$8,545.00	\$ 8,545.00
				<u>TOTAL</u>	<u>\$ 784,956.55</u>

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION
Phase 1 Construction

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	HILLS. CO. TYPE 1 CURB INLET	EACH	1	\$4,905.00	\$ 4,905.00
	HILLS. CO. TYPE 2 CURB INLET	EACH	1	\$5,495.00	\$ 5,495.00
	SOLID SOD (Side slopes steeper than 5:1)	SY	9260	\$3.00	\$ 27,780.00
	TYPE P MANHOLE	EACH	1	\$3,095.00	\$ 3,095.00
	RETAINING WALL	LF	191	\$231.00	\$ 44,121.00
	ADJUST TOP OF EX. STORM MH #85	EACH	1	\$3,135.00	\$ 3,135.00
	REMOVE TOP & CONVERT TO MH #8	EACH	1	\$5,575.00	\$ 5,575.00
TOTAL					\$ 94,106.00

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION

Phase 1 Construction

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	ADJUST EXISTING SAN MH TO GRADE	EACH	6	\$513.00	\$ 3,078.00
				TOTAL	\$ 3,078.00

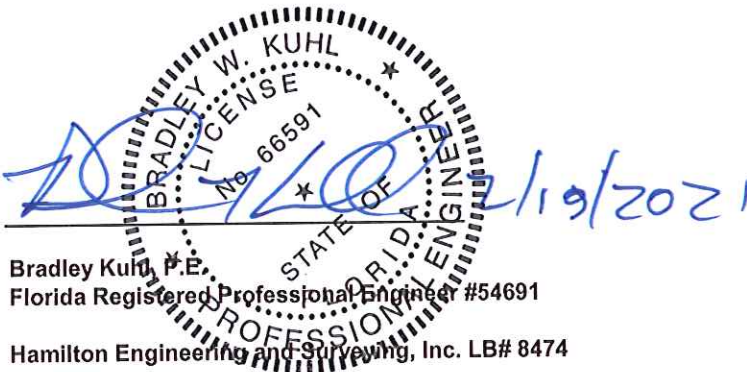
FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION **Phase 1 Construction**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	CONNECT TO EXISTING WATERMAIN	EACH	2	\$392.00	\$ 784.00
	TESTING & CHLORINATION	LS	1	\$6,420.00	\$ 6,420.00
				TOTAL	\$ 7,204.00

**FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION
PHASE 1
WARRANTY BOND ESTIMATE**

PAVING.....	\$	<u>784,956.55</u>
STORM DRAINAGE.....	\$	<u>554,531.00</u>
SANITARY SEWER COLLECTION SYSTEM:	\$	<u>126,429.75</u>
WATER DISTRIBUTION SYSTEM:	\$	<u>252,498.50</u>
 TOTAL:	 \$	 <u>1,718,415.80</u>
10% WARRANTY BOND AMOUNT:	\$	<u>171,841.58</u>



 Bradley Kuhl, P.E.
 Florida Registered Professional Engineer #54691
 Hamilton Engineering and Surveying, Inc. LB# 8474

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1" Type FC 9.5 Asphalt Overlay	SY	12,268	\$ 7.75	\$ 95,077.00
	2" Type SP 12.5 Asphalt	SY	12,268	\$ 10.30	\$ 126,360.40
	8" Crushed Concrete Base	SY	12,268	\$ 15.85	\$ 194,447.80
	12" Type B Stabilization	SY	7,131	\$ 4.65	\$ 33,159.15
	Concrete Curb & Gutter	LF	10,732	\$ 10.35	\$ 111,076.20
	ADA Sidewalk Ramp	EA	11	\$ 882.00	\$ 9,702.00
	10' Concrete Path 6" Thick	LF	696	\$ 54.00	\$ 37,584.00
	5' Concrete Sidewalk (4-6" Thick)	LF	5,576	\$ 20.00	\$ 111,520.00
	Signage & Striping	LS	1	\$ 66,030.00	\$ 66,030.00
				TOTAL	\$ 784,956.55

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	6" Underdrain	LF	1972	\$ 15.35	\$ 30,270.20
	6" Underdrain Cleanout	EA	11	\$ 254.00	\$ 2,794.00
	18" RCP	LF	605	\$ 40.90	\$ 24,744.50
	24" RCP	LF	118	\$ 52.35	\$ 6,177.30
	72" RCP	LF	144	\$ 338.00	\$ 48,672.00
	Type 1 Curb Inlet (3' - 6" x 4' - 0" Box)	EA	7	\$ 4,905.00	\$ 34,335.00
	Type 2 Curb Inlet (3' - 6" x 4' - 0" Box)	EA	2	\$ 5,495.00	\$ 10,990.00
	Type P Manhole	EA	1	\$ 3,095.00	\$ 3,095.00
	Mitered End Section 18" RCP	EA	2	\$ 2,345.00	\$ 4,690.00
	Mitered End Section 24" RCP	EA	1	\$ 2,515.00	\$ 2,515.00
	CMP 120"	LF	220	\$ 607.35	\$ 133,617.00
	Endwall Double 120" CMP	EA	2	\$ 62,310.00	\$ 124,620.00
	Endwall 72" RCP	EA	2	\$ 31,430.00	\$ 62,860.00
	Retaining Wall	LF	191	\$ 231.00	\$ 44,121.00
	Construct Storm Structure 85B Over Existing 18"	EA	1	\$ 1,210.00	\$ 1,210.00
	Adjust Top of Existing Storm Manhole #85	EA	1	\$ 3,135.00	\$ 3,135.00
	Remove Top & Convert to Storm Manhole - STI	EA	1	\$ 5,575.00	\$ 5,575.00
	Construct STR#75 at End of Existing 24" RCP	EA	1	\$ 1,210.00	\$ 1,210.00
	Coffeur Dam/Connect to Ex. Creek & Sod Rest	EA	3	\$ 3,300.00	\$ 9,900.00
				TOTAL	\$ 554,531.00

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	8" PVC (22' - 24' Cut)	LF	3	\$ 103.00	\$ 309.00
	8" PVC (24' - 26' Cut)	LF	521	\$ 128.00	\$ 66,688.00
	8" PVC (26' - 28' Cut)	LF	30	\$ 187.00	\$ 5,610.00
	Standard Manhole (22' - 24' Cut)	EA	1	\$ 8,820.00	\$ 8,820.00
	Standard Manhole (24' - 26' Cut)	EA	1	\$ 9,125.00	\$ 9,125.00
	Standard Manhole (26' - 28' Cut)	EA	1	\$ 9,890.00	\$ 9,890.00
	Raise Exist MH to Finished Grade	EA	6	\$ 513.00	\$ 3,078.00
	6" PVC Forcemain	LF	855	\$ 12.45	\$ 10,644.75
	6" 22½ ° Bend	EA	2	\$ 424.00	\$ 848.00
	6" 45° Bend	EA	6	\$ 432.00	\$ 2,592.00
	6" 90° Bend	EA	1	\$ 454.00	\$ 454.00
	6" Plug Valve	EA	1	\$ 1,940.00	\$ 1,940.00
	8"x 6" Reducer	EA	1	\$ 501.00	\$ 501.00
	Joint Restraint	LS	1	\$ 679.00	\$ 679.00
	6" Cap with Blow Off Assembly	EA	1	\$ 627.00	\$ 627.00
	16" Steel Casing	LF	64	\$ 72.25	\$ 4,624.00

TOTAL \$ 126,429.75

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
8" DIP Water Main		LF	90	\$ 39.35	\$ 3,541.50
12" DIP Water Main		LF	2827	\$ 57.00	\$ 161,139.00
8" Plug		EA	1	\$ 448.00	\$ 448.00
12" Plug		EA	2	\$ 458.00	\$ 916.00
8" Gate Valve		EA	1	\$ 1,670.00	\$ 1,670.00
12" Gate Valve		EA	8	\$ 2,670.00	\$ 21,360.00
8" 45 ° Bend		EA	4	\$ 296.00	\$ 1,184.00
12" 22½ ° Bend		EA	2	\$ 525.00	\$ 1,050.00
12" 45 ° Bend		EA	8	\$ 549.00	\$ 4,392.00
12" x 8" Tee		EA	1	\$ 666.00	\$ 666.00
12" x 12" Tee		EA	1	\$ 788.00	\$ 788.00
Fire Hydrant Assembly		EA	3	\$ 4,360.00	\$ 13,080.00
Blow-off Assembly		EA	1	\$ 11,060.00	\$ 11,060.00
12" Air Release Valve		EA	1	\$ 4,595.00	\$ 4,595.00
Joint Restraint		LS	1	\$ 13,355.00	\$ 13,355.00
24" Steele Casing		LF	141	\$ 94.00	\$ 13,254.00
TOTAL				\$	252,498.50

**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".

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 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 Collector Road 2nd Extension Phase 1; 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 Collector Road 2nd Extension Phase 1 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 Collector Road 2nd Extension Phase 1 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 (Bond No. 6213002814), dated February 25, 2021, 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 Collector Road 2nd Extension Phase 1 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.

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IN WITNESS WHEREOF, the parties hereto have executed these presents, this 26th day of February, 2021.

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Aimee Walker Hodge

Printed Name of Witness

SUBDIVIDER: Hidden Creek Community Development District

By:

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

Printed Name of Signer

Title of Signer

Address of Signer

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26th day of February,

2021, by Michael Lawson and _____

respectively ~~President and~~ Chairman of Hidden Creek CDD,

Inc., 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:

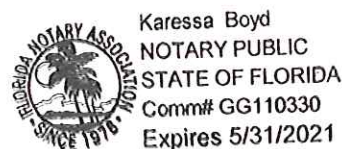
Sign: _____ (Seal)

Print: Karessa Boyd

Title or Rank: N/A

Serial Number, if any: GG 110330

My Commission Expires: 5/31/2021



ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature
Aimee Walker Hodge

Printed Name of Witness

OWNER: Dune FL Land I Sub, LLC

By:

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

Printed Name of Signer

Title of Signer

Address of Signer

813-268-8078

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26th day of February,
2021, by John Ryan and _____
respectively ~~President and~~ Manager of Dune FL Land I Sub, LLC,
Inc., 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: N/A

Serial Number, if any: GG110330

My Commission Expires: 5/31/2021

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

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Aimee Walker Hodge

Printed Name of Witness

OWNER: Dune FB DEBT, LLC

By:

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

Printed Name of Signer

Title of Signer

CORPORATE SEAL
(When Appropriate)

Address of Signer

Phone Number of Signer

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26th day of February,
20 21, by John Ryan and _____
respectively ~~President~~ and Manager of Dune FB Debt, LLC,
Inc., 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: N/A

Serial Number, if any: GG110330

My Commission Expires: 5/31/2021



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

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 One Hundred Fifty Six and 25/100 Dollars (\$156.25) 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 Collector Road 2nd Extension Phase 1 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

Bond No. 6213002814

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 Collector Road 2nd Extension Phase 1 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;

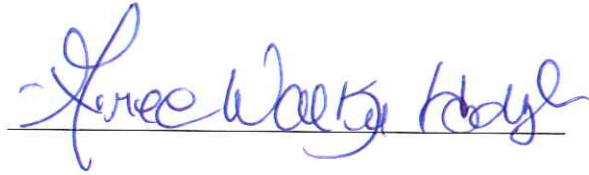
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL November 13, 2021.

Bond No. 6213002814

SIGNED, SEALED AND DATED this 25th day of February, 2021.

ATTEST:

Hidden Creek Community Development District




Aimee Walker Hodge

BY:  Chairman
PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)


ATTEST:


Kathryn Pryor, Witness


Donna M. Planeta, ATTORNEY-IN-FACT
(SEAL)

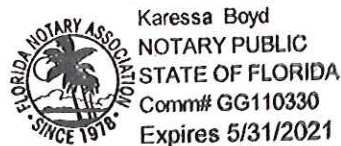
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 26th day of February, 2021,
by Michael 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 THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of February, 2021, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

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

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

79560

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

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

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

Sonia Scala

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of February 2021

UNITED STATES FIRE INSURANCE COMPANY



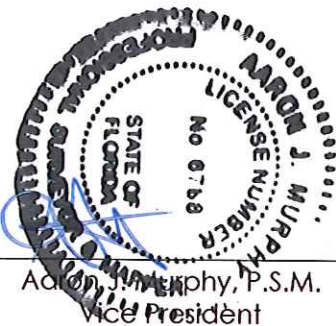
Peter M. Quinn, Senior Vice President

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

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

Listed below is Hamilton Engineering and Surveying, LLC's certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

CORNER MONUMENTATION @ \$125 @125% = \$156.25



2-18-2021
Date

PLAT BOOK _____ PAGE _____

DESCRIPTION:
SEE SHEET 2 OF 6

PLAT NOTES:

- 1) EASEMENTS SHOWN HEREON ARE GRANT OR BASED ON THE FLORIDA WEST TRANSVERSE BEING ADEQUATELY IDENTIFIED BY THE DEED RECORDING OFFICE OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
- 2) THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 17, HAVING A BEARING OF N 00°32'48" W.
- 3) SUBDIVISION PLATS BY US NAVY REQUEST A DETERMINATION ON WHETHER ANY OR ALL OF THE PLATS SHOWN HEREON ARE WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING DECLARATION REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS OR DEVELOPMENT OF FLOODING INFORMATION. THIS PLAT MAY BE RECORDED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN ANY OTHER RECORDS OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
- 4) THE DEED RECORDING OFFICE OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, REQUESTS THAT THE DEED RECORDING OFFICE OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BE ADVISED OF ANY CHANGES TO THE DEED RECORDING OFFICE OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, THAT MAY AFFECT THE DEED RECORDING OFFICE OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
- 5) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE GAS, OR OTHER PUBLIC UTILITY.
- 6) THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS, COVENANTS, AND ENCUMBRANCES:
- 7) THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS AND/OR ENCUMBRANCES:
- A) NOTICE OF ESTABLISHMENT OF THE HIDDEN CREEK COMMUNITY DEVELOPMENT PROJECT, PER OFFICIAL RECORDS BOOK 21617, PAGE 1350, AS AMENDED AND NOTICE OF MERGER PER OFFICIAL RECORDS BOOK 22789, PAGE 543, WHICH ARE MERGED WITH THE WEST LANE VILLAGE COMMUNITY DEVELOPMENT PROJECT, PER OFFICIAL RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, PAGE 1933, ALL OF WHICH ARE SUBJECT TO THE DEED RECORDING OFFICE OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
- B) DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 8235, PAGE 1347.
- C) DECLARATION OF RESTRICTIVE COVENANTS PER OFFICIAL RECORDS BOOK 18115, PAGE 1347.
- D) DECLARATION OF COVENANTS, COVENANTS RESTRICTIONS AND EASEMENTS PER OFFICIAL RECORDS BOOK 18319, PAGE 941.
- E) DECLARATION OF COVENANTS, COVENANTS RESTRICTIONS AND EASEMENTS PER OFFICIAL RECORDS BOOK 18319, PAGE 941.
- F) DECLARATION OF COVENANTS, COVENANTS RESTRICTIONS AND EASEMENTS PER OFFICIAL RECORDS BOOK 18319, PAGE 941.
- G) FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS RECORDED IN BOOK 25402, PAGE 1889.
- H) SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS RECORDED IN BOOK 25402, PAGE 1889.
- I) SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS RECORDED IN BOOK 25402, PAGE 1889.
- J) EASEMENT GRANTED BY HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY INSTRUMENT RECORDED IN BOOK 22894, PAGE 222.

BOARD OF COUNTY COMMISSIONERS

THIS MAT HAS BEEN APPROVED FOR RECORDATION.

DATE _____

THAIDIAN _____

CLERK OF CIRCUIT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

PLAT APPROVAL

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

REVIEWED BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY SECTION, GEOSPATIAL AND LAND ACQUISITION SERVICES DEPARTMENT,
HARTFORD COUNTY

PREPARED BY:



HAMILTON

3409 W. LEMON STREET
TAMPA, FLORIDA 33609
I BW2013
TEL (813) 250-3535
FAX (813) 250-3536

Agron J. Murphy, PSM
FLORIDA PROFESSIONAL SURVEYOR & MAPPER #0708
HAMILTON ENGINEERING AND SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #7013
1409 W. LEWIS STREET
TALLAHASSEE, FLORIDA 32304
TEL. (904) 296-3035
FAX (904) 296-3026

Dato

9 30 1 133MS

DEDICATION:

- [illegible]

COUNTRY: CLINE ED DENT LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: JOHN M. RYAN, MANAGER

WITNESS: _____
Print Name

ACKNOWLEDGMENT
STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021 BY JOHN M. BRYAN AS MANAGER OF JUNE LOFT LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, K2CME IS PERSONALLY KNOWN TO ME OR WAS PRODUCED BY ME TO ME AS INDICATED.

SIGNATURE

PRINTED NAME _____

CHRYSLER FINANCIAL GROUP LLC, A DELAWARE LIMITED LIABILITY COMPANY

DR. JOHN M. RYAN, MANAGER

Print Name	Print Name
Print Name	Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA
DEPARTMENT OF REVENUE

BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
ON _____ DAY OF _____ 2021 BY JOHN M. EVAN AS MANAGER OF JUNE F. LAND LUST LLC.
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE.
DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, H/2/S/1/E IS PERSONALLY KNOWN TO ME OR WAS PRO-
VIDED TO ME BY _____ AS IDENTIFICATION.

CONCLUSIONS

CHINA

SURVEYOR'S CERTIFICATE

1. ARON J. MURRAY, THE UNDERSIGNED PROFESSIONAL SUPERVISOR & MAPPER, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LANDS BEING SUBMITTED. THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE MISCELLANEOUS COUNTY LAND DEVELOPMENT CODE, AND THAT PERMANENT REFERENCE MONUMENTS (PRM) WERE SET ON THE _____ DAY OF _____ 2002, AS SHOWN HEREON, AND THAT PERMANENT CONTROL POINTS (PCP) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER THE FOLLOWING SCHEDULE, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

BY: _____
DEPUTY CLERK

THIS _____ DAY OF _____ 2021. TIME _____
CLERK FILE NUMBER _____

BY: CLERK OF CIRCUIT COURT

BY: _____ AFFIRMITY CLERK

THIS DAY OF _____ 2021. TIME _____

CLERK FILE NUMBER

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

PLAT BOOK _____ PAGE _____

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

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH 1/2 SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southeast corner of TRACT B HIDDEN CREEK BOULEVARD EXTENSION PHASE B according to the plat thereof as recorded in Plat Book 137, Page 260 of the Public Records of Hillsborough County, Florida; thence N. 05°49'00" E., a distance of 118.00 feet to a point on the Southern Boundary of TRACT E FOREST BROOKE PHASE 4A according to the plat thereof as recorded in Plat Book 135, Page 15 of the Public Records of Hillsborough County, Florida; thence continue along said Southern boundary the following four (4) courses: 1) S. 84°11'00" E., a distance of 136.90 feet; 2) S. 70°41'15" E., a distance of 51.42 feet; 3) S. 84°11'00" E., a distance of 165.63 feet to a point on a curve concave Southwesterly; 81.53 feet along a curve turning to the right, having a central angle of 06°17'14" with a radius of 743.00 feet and having a chord bearing of S. 81°02'25" E. and a chord distance of 81.49 feet to a point on the Southeast boundary of said TRACT E FOREST BROOKE PHASE 4A; thence N. 00°00'00" E., a distance of 20.44 feet to a point on a curve concave Southwesterly; 251.01 feet along a non-tangent curve to the right having a central angle of 18°50'58" with a radius of 763.00 feet, and having a chord bearing of S. 68°47'35" E., and a chord distance of 249.88 feet; thence S. 59°22'07" E., a distance of 69.70 feet; thence N. 34°38'27" E., a distance of 4.74 feet to a point on a curve concave Southeasterly; 136.05 feet along a non-tangent curve turning to the right and having a central angle of 06°20'33" with a radius of 1229.00 feet and having a chord bearing of N. 35°57'42" E., and a chord distance of 135.98 feet; thence N. 53°71'32" E., a distance of 52.83 feet to a point on a curve concave Southeasterly; 142.77 feet along a non-tangent curve turning to the right, having a central angle of 08°42'57" with a radius of 1218.00 feet, and having a chord bearing of N. 45°54'38" E., and a chord distance of 142.69 feet; thence N. 49°16'07" E., a distance of 359.25 feet to a point of curvature of a curve concave Northwesterly; 525.13 feet along a non-tangent curve turning to the left and having a central angle of 27°40'46" with a radius of 1087.00 feet and having a chord bearing of N. 35°25'44" E., and a chord distance of 520.04 feet; thence N. 21°35'21" E., a distance of 660.65 feet to a point on the Southerly boundary of TRACT L FOREST BROOKE ACTIVE ADULT PHASES 1A, 1B, AND COLLECTOR ROAD 1ST EXTENSION as recorded in Plat Book 130, Page 148 of the Public Records of Hillsborough County, Florida; thence S. 68°24'39" E., a distance of 105.00 feet to a point on the Northwesterly boundary TRACT A of FOREST BROOKE ACTIVE ADULT PHASE 2B & 3 as recorded in Plat Book 137, Page 198 of the Public Records of Hillsborough County, Florida; thence along the Northwesterly boundary of said FOREST BROOKE ACTIVE ADULT PHASE 2B & 3 the following four (4) courses: 1) S. 21°35'21" W., a distance of 560.65 feet to a point on a curve concave Northwesterly; 576.34 feet along a non-tangent curve turning to the right a distance of 2) 576.34 feet, having a central angle of 27°40'46" with a radius of 1193.00 feet, and having a chord bearing of S. 35°25'44" W., and a chord distance of 570.75 feet; 3) S. 49°16'07" W., a distance of 359.25 feet to a point on a curvature of a curve concave Southeasterly; 423.57 feet along a curve turning to the left and having a central angle of 21°49'28" and a radius of 1112.00 feet and a chord bearing of S. 38°21'23" W. and a chord distance of 421.01 feet to a point in the Westerly boundary of said FOREST BROOKE ACTIVE ADULT PHASE 2B & 3 thence; N. 62°33'21" W., a distance of 106.00 feet to a point on a curve concave Southwesterly; 7.58 feet along a non-tangential curve turning to the left, having a central angle of 86°48'46" and a chord bearing N. 15°57'44" W., a distance of 6.87 feet; thence N. 59°22'07" W., a distance of 76.06 feet to a point on curvature of a curve concave Southwesterly; 275.88 feet along a curve turning to the left and having a central angle of 24°48'53" with a radius of 637.00 feet and having a chord bearing of N. 71°46'33" W., and a chord distance of 273.73 feet; thence N. 84°11'00" W., a distance of 352.52 feet to the POINT OF BEGINNING.

Containing 6.91 acres, more or less.

PREPARED BY:



HAMILTON
ENGINEERING & SURVEYING, INC.



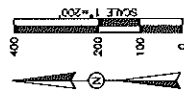
TEL (813) 250-3035
FAX (813) 250-3036

3400 W. LEMON STREET
TAMPA, FLORIDA 33606

LBR7913

PLAY BOOK _____ PAGE _____

BOUNDARY AND KEY SHEET



LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S 70°41'15" E	51.45'
L2	S 50°22'07" E	60.75'
L3	N 53°21'32" E	52.85'
L4	N 50°22'07" W	70.05'

CAMP		CAMP POLE			
CAMP	NUMBER	CAMP BEARING	CHORD LENGTH	ARC LENGTH	DOLZ
C1	743.007	S 89°23'27" E	81.401	0.535	87°17'41"
C2	763.007	S 69°47'30" E	246.887	251.017	89°09'29"
C3	1029.007	N 30°57'42" E	133.866	136.807	87°30'32"
C4	1017.007	N 49°54'30" E	143.886	142.777	84°32'37"
C5	1021.007	S 50°25'44" W	509.045	525.135	79°49'46"
C6	1183.007	S 30°25'44" W	580.045	576.534	27°46'48"
C7	1112.007	S 30°25'44" W	431.041	425.577	27°46'28"
C8	84.007	N 10°57'44" W	8.077	7.588	86°49'48"
C9	837.007	N 71°46'33" W	272.725	273.861	34°40'32"

TRACT TABULATION

TRACT A	-	ROADWAY (PRIVATE)
TRACT B	-	COMMON AREA (PRIVATE), UTILITY EASEMENT (PRIVATE) AND UTILITY EASEMENT (PUBLIC)
TRACT C	-	COMMON AREA (PRIVATE), UTILITY EASEMENT (PRIVATE) AND UTILITY EASEMENT (PUBLIC)
TRACT D	-	COMMON AREA (PRIVATE), UTILITY EASEMENT (PRIVATE) AND UTILITY EASEMENT (PUBLIC)

069307

- FOUND 4"x4" CONCRETE MONUMENT LBF 7013
- SET (PPM) PERMANENT REFERENCE MONUMENT
- 4"x4" CONCRETE MONUMENT #LD7013
- SET (PCP) PERMANENT CONTROL POINT
- PARKER-KALON NAIL AND DISC "HAMILTON LBF7013"
- BERRY D/A
- BOUNDARY
- OVERALL

SHEET 3 OF 6

TRACT D

TEMPORARY DRAINAGE EASEMENT NUMBER

TRACT B

TEMPORARY DRAINAGE EASEMENT NUMBER

DETAIL TO SCALE

DETAIL "B"
NOT TO SCALE



HAMILTON
ENGINEERING & SURVEYING, INC.

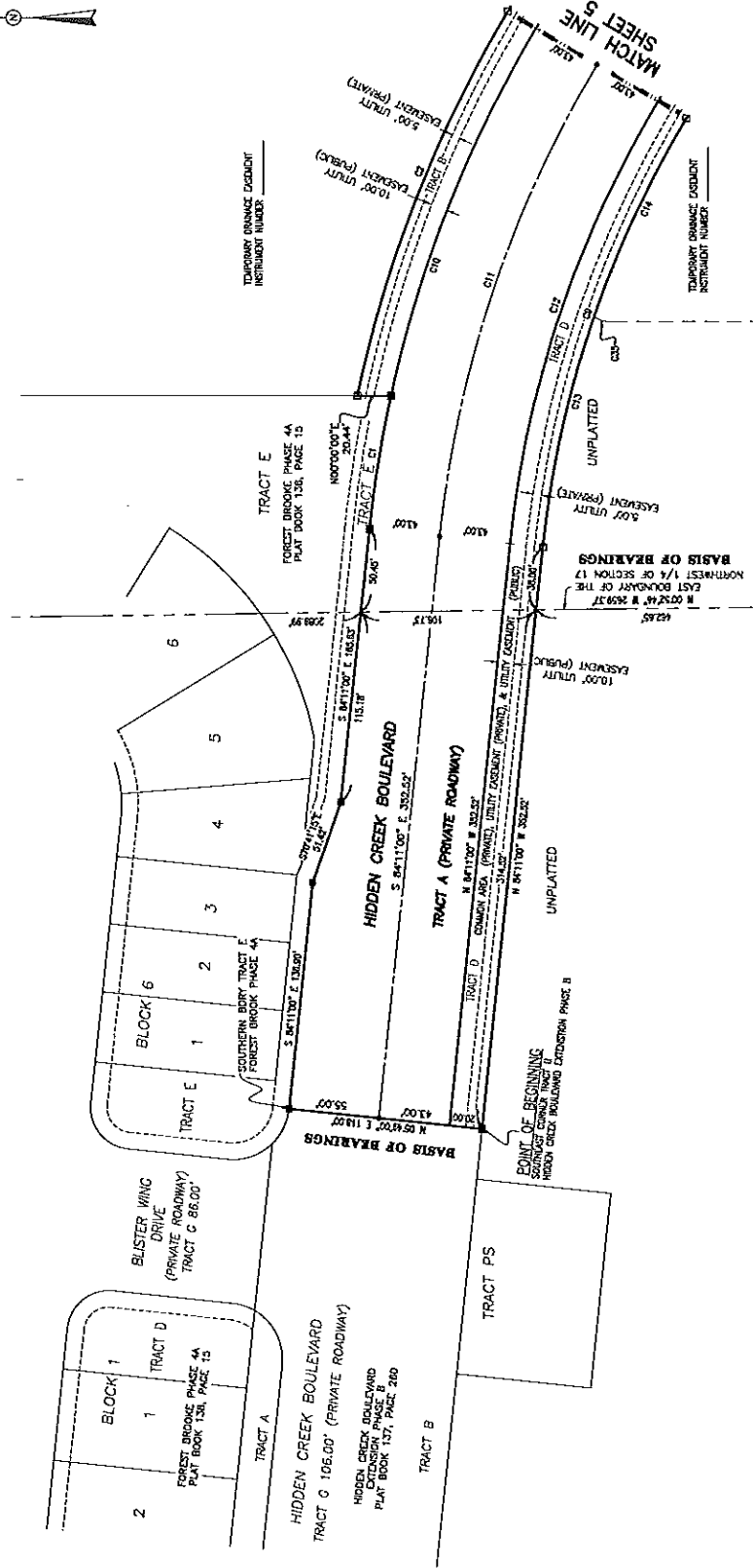
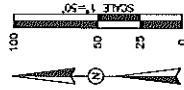
409 W. LEMON STREET
AMPA, FLORIDA 33800
L887013
TEL (813) 250-3536
FAX (813) 250-3036

BS7013

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

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

PLAT BOOK _____ PAGE _____



CURVE	TABLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DATA
C1	74.00°	S 87°02'23" E	81.46'	81.03'	87°11'4"
C2	70.00°	S 88°47'33" E	240.38'	251.81'	182°02'8"
C3	63.00°	N 71°46'33" W	273.37'	274.98'	24°46'33"
C10	74.00°	S 88°57'56" E	208.22'	240.86'	163°13'
C11	70.00°	S 71°46'33" E	300.81'	333.17'	24°46'33"
C12	80.00°	N 71°46'33" W	262.37'	284.58'	24°46'33"
C13	63.00°	S 71°46'33" E	143.18'	143.46'	123°21'
C14	63.00°	S 88°57'56" E	122.16'	132.46'	11°46'33"
C15	15.00°	S 87°11'14" W	10.96'	10.96'	38°11'14"

- LEGEND
- FOUND 4"x4" CONCRETE MONUMENT L&P 7013
 - SET (P&M) PERMANENT REFERENCE MONUMENT
 - 4"x4" CONCRETE MONUMENT L&P 7013
 - SET (P&M) PERMANENT CONTROL POINT
 - 1/4" IRON PIN AND DISC "HAMILTON"
 - BOUNDARY
 - DORY
 - O/A

PREPARED BY:

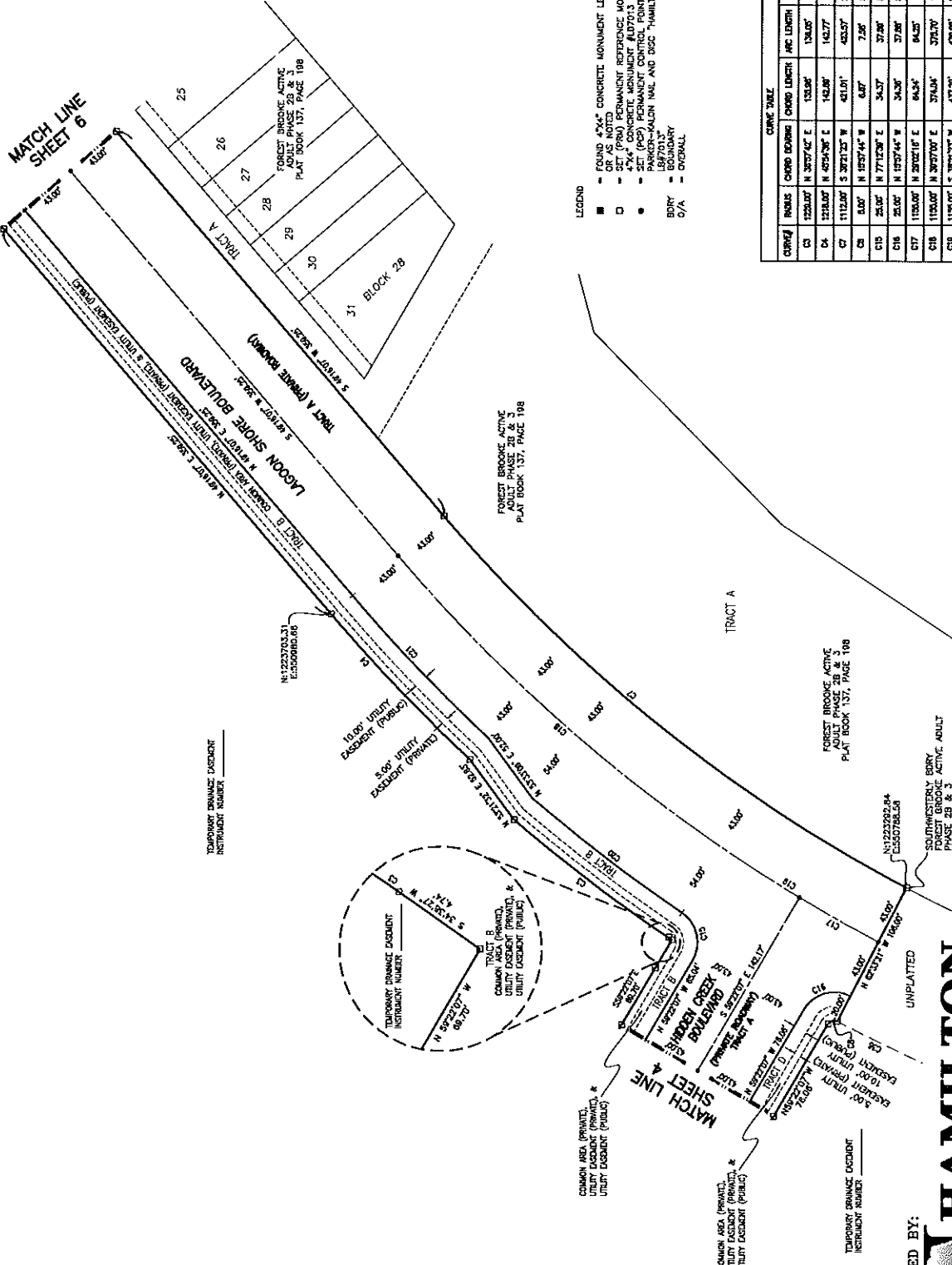
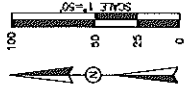
HAMILTON
ENGINEERING & SURVEYING, INC.

3400 W. LEMON STREET
TAMPA, FLORIDA 33609
TEL: (813) 250-5555
FAX: (813) 250-3036
L&P 7013

FOREST BROOKE COLLECTOR ROAD 2ND EXTENSION PHASE 1

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

PLAT BOOK _____ PAGE _____



- LEGEND**
- FOUND 4"x4" CONCRETE MONUMENT L&F 7013
 - OR AS NOTED
 - SET (P) PERMANENT INSTRUMENT MONUMENT
 - SET (P) CONCRETE MONUMENT L&F 7013
 - SET (P) PERMANENT CONTROL POINT
 - PARKER-HALON NAIL AND DISC "HAMILTON"
 - L&F 7013
 - L&F 7013
 - BDRY
 - O/A
 - OVERALL

CURVED	POINTS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DATA
C1	1223.00	N 30°57'42" E	130.00	130.00	8°50'35"
C2	1223.00	N 4°54'28" E	142.00	142.00	8°42'57"
C3	1112.00	S 8°12'25" W	431.01	423.57	27°48'22"
C4	1112.00	N 8°57'44" W	6.87	7.26	88°42'46"
C5	25.00	N 77°12'38" E	34.37	37.26	86°50'20"
C6	25.00	N 8°57'44" W	34.30	37.26	88°42'46"
C7	1110.00	N 20°02'16" E	94.54	94.55	21°11'4"
C8	1110.00	N 30°57'42" E	374.04	373.70	16°30'15"
C9	1110.00	S 20°02'16" W	437.28	428.85	27°48'22"
C10	1226.00	N 30°57'42" E	133.76	133.55	8°50'35"
C11	1180.00	N 4°54'28" E	142.34	140.42	8°42'57"
C12	1210.00	N 10°53'05" E	333.50	334.81	10°16'28"

PREPARED BY:

HAMILTON
ENGINEERING & SURVEYING, INC.

3403 N. LEMON STREET
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FAX (813) 550-5035

PLAT BOOK _____ PAGE _____

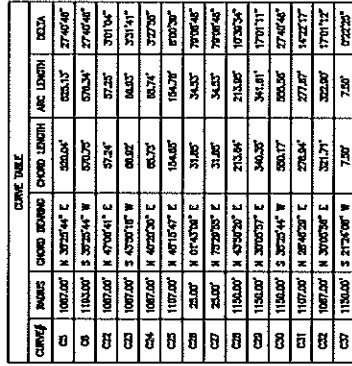


Figure 1 consists of four panels arranged vertically. The top panel shows a grid of small circles, some filled and some empty, arranged in a somewhat regular pattern. The middle panel shows a similar grid, but with a different configuration of filled and empty circles. The bottom two panels show a dense, interconnected pattern of filled and empty circles, with the bottom-most panel appearing more complex and chaotic than the one above it.

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