**SUBJECT:** 

DG Farms 7B aka Sereno 7B

**DEPARTMENT:** 

Development Review Division of Development Services Department

**SECTION:** 

Project Review & Processing

**BOARD DATE:** 

May 11, 2021

CONTACT:

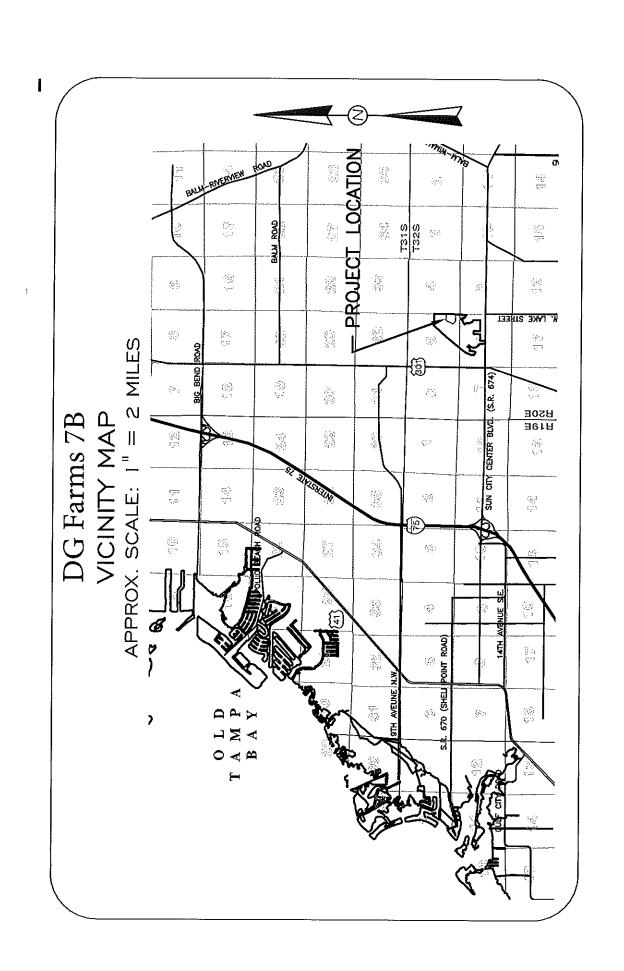
Lee Ann Kennedy

#### **RECOMMENDATION:**

Accept the plat for recording for DG Farms 7B aka Sereno 7B, located in Section 5, 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 \$207,150.91, a Warranty Bond in the amount of \$35,651.29, 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 \$8,593.75 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

#### **BACKGROUND:**

On April 29, 2020, Permission to Construct Prior to Platting was issued for DG Farms 7B aka Sereno 7B. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is DG Farms Community Development District and the engineer is Hamilton Engineering & Surveying, LLC.



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

This Agreement is made and entered into thisday of, 20, by and between <u>DG</u> Farms Community Development District hereinafter referred to as "Subdivider", <u>GTIS Metro DG, LLC</u> , a Delaware limited partnership hereinafter referred to as "Owner", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"
Witnesseth
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and
WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and
WHEREAS, pursuant to the LDC, the Subdivider and Owner have submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>DG Farms</u> 7B; and
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>DG Farms 7B</u> are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and
WHEREAS, the Owner agrees to cause to be built and constructed the aforementioned improvements in the platted area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:
x       Roads/Streets       x       Water Mains/Services       x       Stormwater Drainage Systems         x       Sanitary Gravity Sewer System       Sanitary Sewer Distribution System       Bridges         Reclaimed Water Mains/Services       Sidewalks       Other:
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period as defined in Paragraph 3; and

WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the 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, Owner and County agree as follows:

- 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 <a href="DG Farms 7B">DG Farms 7B</a> Subdivision, within <a href="six (6)">six (6)</a> months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, drainage, water and wastewater systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
- The Subdivider agrees to warranty all improvement facilities located in <u>DG Farms 7B</u> subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County (water & wastewater). 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.
- Owner, as the owner of real property within the area to be platted as <u>DG Farms 7B</u>, agrees to cause to be built and constructed the aforementioned improvements in the platted area.
- 5. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

a.	Letters of Credit, number		_, dated	, and
a.	number	, dated		
	number			by order
	of			
b.	A Performance Bond, dated <u>Ma</u> Principal, and <u>United States Fir</u>	e Insurance Company	as Surety, and	
	A Warranty Bond, dated <u>March</u> Principal, and <u>United States Fir</u>	<u>26, 2021</u> with <u>DG Face</u> e Insurance Company	arms Community Develog as Surety, and	pment District as
c.	Cashier/Certified Checks, numbershall be deposited by the Count	, dated	pearing escrow account t	ipon receipt. No
	interest shall be paid to the Sub Agreement.	y into a non-interest of divider on funds rece	ived by the County purs	uant to this

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:
  - The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and

- b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
- 7. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 9. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 10. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>DG Farms 7B</u> at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 11. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 12. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
- 13. In the event that the improvement facilities are completed prior to the end of the 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 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 29th day of March 2021.

ATTEST:	<b>SUBDIVIDER:</b> DG Farms Community Development
1 0	District
1 2 2 7	Anna Comment
	Ву:
Witness' Signature	Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	
Jenniter Darrs	Michael Lawson
Printed Name of Witness	Name (typed, printed or stamped)
HER Walky Colf	Chairman
Witness' Signature	Title
Aimee Walker Hodge	
2	250 N. International Parkway, Suite 280, Lake Mary, FL 32746
Printed Name of Witness	Address of Signer
	(012) 200 0070
	(813) 288-8078 Phone Number of Signer
	rhone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
	Oak Al .
The foregoing instrument is hereby acknowledged before me	
<u>Lawson</u> as <u>Chairman</u> of <u>DG Farms Community Development</u>	ent District. He/she is personally known to me or has produced
as identification.	
	NOTARY PUBLIC
My Commission Expires: 5/31	Varance Russ
My Commission Number: 96 110330	Caressa Boyd
cid 110220	Print Name
NARY 400 Karessa Boyd	

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

ATTEST:	OWNER: GTIS Metro DG, LLC
Witness' Signature	By:Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	John Ryan
Printed Name of Witness	Name (typed, printed or stamped)
Witness' Signature	Manager Title
Aimee Walker Hodge Printed Name of Witness	2502 N. Rocky Point Dr., Suite 1050, Tampa, FL 33607 Address of Signer
	(813) 288-8078 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged before me the	his <u>29th</u> day of <u>March</u> , 20 <u>21</u> , by <u>John Ryan</u>
as Manager of GTIS Metro DG, LLC. He/she is personally kn	own to me or has producedas
identification.	
~	02
***	NOTARY PUBLIC
My Commission Expires: 5(3) 21 My Commission Number: GG N0330	Karessa Boyd Print Name
Karessa Boyd NOTARY PUBLIC STATE OF FLORIDA Comm# GG110330 Expires 5/31/2021	
HILLSBOROUGH COUNTY	DO A DID OF COLINITY COMMISSIONEDS
PAT FRANK, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Chairman
Subdivider Agreement for Construction and Warranty of Required Improven	APPROVED BY THE COUNTY ATTO:Y  Approved As To Form And Legal Sufficiency.

#### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we <u>DG Farms Community Development District</u> called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of <u>Two Hundred Seven Thousand One Hundred Fifty and 91/100 Dollars (\$207,150.91)</u> for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services

Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information
relating to construction of streets and drainage and other necessary facilities, in accordance with the specifications
found in the aforementioned subdivision regulations and required by the Board of County Commissioners of
Hillsborough County, Florida, and the County Engineer; and

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

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

Bond No. 6213003561

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 <a href="DG Farms 7B">DG Farms 7B</a> subdivision all, streets, drainage other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL <u>December 11, 2021.</u>

#### Bond No. 6213003561

SIGNED, SEALED AND DATED this2	6th day of <u>March</u> , 20 <u>21</u> .
ATTEST:	DG Farms Community Development District
Almee Walker Hodge	BY: Mairman PRINCIPAL (SEAL)
v	United States Fire Insurance Company SURETY (SEAL)
ATTEST:  Cassandra Baez, Witness	ALEXA Apollos  ATTORNEY-IN-FACT (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	Alexis R. Apostolidis
	efore me this 29th day of March , 2021, by
Michael Lawson as Chair	of DG Farms CDD. He/she is personally known to
me or has produced	as identification.
	NOTARY PUBLIC
My Commission Expires: \$\\\31\\2\\ My Commission Number: \(\G\\\\\\33\\\\\)	Print Name  Boyd  Print Name
Karessa Boyd NOTARY PUBLIC STATE OF FLORIDA Comm# GG110330 Expires 5/31/2021	APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the <u>26th</u> day of <u>March</u> , 20 <u>21</u> , before me, Timothy S. Huffman, the undersigned officer, personally appeared <u>Alexis R. Apostolidis</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for <u>United States Fire Insurance Company</u> , and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.
TA
Signature of Notary Public
Date Commission Expires: February 28, 2026
Timothy S. Huffman
Printed Name of Notary

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

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

79560

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

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turccamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, 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, 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

(Notary Bublio

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 26th day of March 20 21



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

#### WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>DG Farms Community Development District</u> called the Principal and United States Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA,** in the sum of <u>Thirty-Five Thousand Six Hundred Fifty-One Dollars and Twenty-Nine cents (\$35,651.29)</u> for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (streets, drainage, water and waste) for maintenance in connection with the approved platted subdivision known as <u>DG Farms 7B</u>; and

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

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

Bond No. 6213003588

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 streets, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as <u>DG Farms 7B</u>, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- **B.** If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 11, 2023.

#### Bond No. 6213003588

SIGNED, SEALED AND DATED this26th	_day ofMarch, 20_21.
ATTEST:  Livee wells todge  Aimee Walker Hodge	DG Farms Community Development District  BY: Chairman  PRINCIPAL (SEAL)
	United States Fire Insurance Company SURETY (SEAL)
ATTEST:  Cassandra Baez, Witness	ATTORNEY-IN-FACT (SEAL) Alexis R. Apostolidis
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledge 20 21, by Michael Lawson as personally known to me or has produced	01-
My Commission Expires: \$\frac{5}{3}\lambda \lambda \text{My Commission Number: GG 110330}  Karessa Boyd NOTARY PUBLIC STATE OF FLORIDA Comm# GG110330 Expires \$\frac{5}{3}\frac{1}{2}\text{021}	NOTARY PUBLIC  Kavessa Soye  Print Name  APPROVED BY THE COUNTY ATTORNEY  Approved As To Form And Legal  Sufficiency.

#### NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the <u>26th</u> day of <u>March</u> , 20 <u>21</u> , before me, Timothy S. Huffman, the undersigned officer, personally appeared <u>Alexis R. Apostolidis</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for <u>United States Fire Insurance Company</u> , and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.
TA
Signature of Notary Public
Date Commission Expires: February 28, 2026
Timothy S. Huffman
Printed Name of Notary

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

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

79560

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

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, 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, 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

(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 26th day of March 20 21



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

#### **DG FARMS PHASES 7B**

#### **Engineer's Certification of Total Cost and Quantities**

STREETS AND DRAINAGE	\$	165,720.73
SANITARY SEWER COLLECTION		-
WATER DISTRIBUTION SYSTEM:		-
TOTAL:	_\$	165,720.73
125% PERFORMANCE BOND AMOUNT:	\$	207,150.91

Bradley W. Kuhl, P.E. STATE Florida Registered Protessional Engl

Hamilton Engineering and Surveying, LLC CA #65325

#### DG FARMS PHASE 7B

STREETS & DRAINAGE					
Item Description	Estimated Quantity Un	iit	<b>Unit Price</b>	,	Total Price
1 1/2" Asphaltic Surface Course (Type SP-12.5)	3410.00 SY	\$	10.71	\$	36,521.10
6" Crushed Concrete Base Course	3410.00 SY	\$	10.44	\$	35,600.40
12" Stabilized Subgrade	3410.00 SY	\$	4.69	\$	15,992.90
5' Concrete Sidewalk (4" Thick)	20.00 LF	\$	30.25	\$	605.00
ADA Sidewalk Ramp Per FDOT Index 304	4.00 EACH	\$	971.57	\$	3,886.28
Concrete Curb Miami (Type A)	2452.00 LF	\$	13.35	\$	32,734.20
Concrete Curb and Gutter (Type F)	116.00 LF	\$	20.95	\$	2,430.20
Concrete Drop Curb	48.00 LF	\$	13.35	\$	640.80
"T" Type Turn Around (remove)	1.00 EACH	\$	2,501.08	\$	2,501.08
Dead End Barricade (remove)	2.00 EACH	\$	311.40	\$	622.80
Signage & Striping	1.00 LS	\$	1,245.61	\$	1,245.61
6" Underdrain	2008.00 LF	\$	15.09	\$	30,300.72
6" Underdrain Cleanout	12.00 EACH	\$	219.97	\$	2,639.64
	TOTAL for Streets & Drainag	ge			\$165,720.73
	TOTAL				\$165,720.73

#### **DG FARMS PHASES 7B**

#### **Engineer's Certification of Total Cost and Quantities**

10% WARRANTY BOND AMOUNT:	\$ 35,651.29
TOTAL:	\$ 356,512.89
WATER DISTRIBUTION SYSTEM:	69,194.93
SANITARY SEWER COLLECTION	\$ 105,018.01
STREETS AND DRAINAGE	\$ 182,299.95

Bradley W. Kuhl, P.E. SSIONALILIAN Florida Registered Professional Bayineer #66591

Hamilton Engineering and Surveying, LLC CA #65325

#### DG FARMS PHASE 7B

STREETS & DRAINAGE				
Item Description	Estimated Quantity Unit		Unit Price	Total Price
1 1/2" Asphaltic Surface Course (Type SP-12.5)	3410.00 SY	\$		\$
6" Crushed Concrete Base Course	3410.00 SY	\$	10.44	\$
12" Stabilized Subgrade	3410.00 SY	\$	4.69	\$ 15,992.90
5' Concrete Sidewalk (4" Thick)	20.00 LF	\$	30.25	\$ 605.00
ADA Sidewalk Ramp Per FDOT Index 304	4.00 EACH	\$	971.57	\$ 3,886.28
Concrete Curb Miami (Type A)	2452.00 LF	\$	13.35	\$ 32,734.20
Concrete Curb and Gutter (Type F)	116.00 LF	\$	20.95	\$ 2,430.20
Concrete Drop Curb	48.00 LF	\$	13.35	\$ 640.80
6" Underdrain	2008.00 LF	\$	15.09	\$ 30,300.72
6" Underdrain Cleanout	12.00 EACH	\$	219.97	\$ 2,639.64
18" RCP	194.00 LF	\$	44.61	\$ 8,654.34
Type 1 Curb Inlet (3'-6" X 4'-0" Box)	1.00 EACH	\$	5,382.52	\$ 5,382.52
Type 2 Curb Inlet (3'-6" X 4'-0" Box)	1.00 EACH	\$	5,850.80	\$ 5,850.80
Mitered End Section - 18" RCP	1.00 EACH	\$	1,061.05	\$ 1,061.05
	TOTAL for Streets & Drainage			\$182,299.95
				•
SANITARY SEWER COLLECTION				
Item Description	Estimated Quantity Unit		Unit Price	<b>Total Price</b>
8" PVC (0'-6' Cut)	60.00 LF	\$	30.22	\$ 1,813.20
8" PVC (6'-8' Cut)	733.00 LF	\$	31.03	\$ 22,744.99
8" PVC (8'-10' Cut)	145.00 LF	\$	39.57	\$ 5,737.65
8" PVC (10'-12' Cut)	173.00 LF	\$	41.76	\$ 7,224.48
8" PVC (12'-14' Cut)	110.00 LF	\$	43.11	\$ 4,742.10
Standard Manhole (0'-6' Cut)	1.00 EACH	\$	3,131.28	\$ 3,131.28
Standard Manhole (6'-8' Cut)	6.00 EACH	\$	3,431.29	\$ 20,587.74
Standard Manhole (8'-10' Cut)	1.00 EACH	\$	3,949.45	\$ 3,949.45
Standard Manhole (10'-12' Cut)	1.00 EACH	\$	4,343.21	\$ 4,343.21
Standard Manhole (12'-14' Cut)	1.00 EACH	\$	4,687.26	\$ 4,687.26
Single Sewer Service Connection	5.00 EACH	\$	780.69	\$ 3,903.45
Double Sewer Service Connection	24.00 EACH	\$	923.05	\$ 22,153.20
	TOTAL for Sanitary Sewer Coll	ection		\$105,018.01
WATER DIOTRIPHON OXOGERA				
WATER DISTRIBUTION SYSTEM Item Description	Federal IO and St. No.			
6" PVC Water Main	Estimated Quantity Unit		Unit Price	Total Price
	1355.00 LF	\$	13.37	\$ 18,116.35
6" Gate Valve 6" 11 1/4 Bend	3.00 EACH	\$	1,326.42	\$ 3,979.26
6" 22 1/2 Bend	7.00 EACH	\$	305.77	\$ 2,140.39
	19.00 EACH	\$	303.20	\$ 5,760.80
6" 45 Bend	11.00 EACH	\$	309.36	\$ 3,402.96
Fire Hydrant Assembly	3.00 EACH	\$	4,783.02	\$ 14,349.06
Single Service (Short)	35.00 EACH	\$	389.13	\$ 13,619.55
Single Service (Long)	16.00 EACH	\$	489.16	\$ 7,826.56
	TOTAL for Water Distribution S	System		\$69,194.93
	TOTAL			\$356,512.89

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

This Agreement is made and entered into this	day of	, 20,	by and between
DG Farms Community Development District hereinaf			
LLC, hereinafter referred to as "Owner", and Hillsbore	ough County, a r	olitical subd	ivision of the State
of Florida, hereinafter referred to as "County".	- • • • •		

#### Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to authority contained in Chapters 125, 163 and 177 Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider & Owner has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as <u>DG Farms 7B</u>; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>DG Farms</u> <u>7B</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

- 1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider & Owner agrees to well and truly build, construct and install in the platted area known as <u>DG Farms 7B</u> subdivision within <u>Six</u> (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as: Letter of Credit, number \_\_\_\_\_\_, a. dated\_\_\_\_\_\_, with \_\_\_\_\_\_, by order of A Performance Bond, dated March 26, 2021, b. with DG Farms Community Development District as Principal, and United States Fire Insurance Company as Surety, or Escrow Agreement, dated\_\_\_\_\_\_, between c. and the County, or Cashier/Certified Check, number\_\_\_\_\_\_, dated\_\_\_\_\_\_, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest đ. 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

6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as <u>DG Farms 7B</u> at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.

provisions of the LDC.

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 day of Warch, 2021.	executed these presents, this 29th
Witness Signature  Witness Signature  Rrinted Name of Witness	SUBDIVIDER: DG Farms CCD  By:  Authorized Corporate Officer or Individual (Sign before a Notary Public)
Witness Signature  Almee Walker Hodge	Michael Lawson Printed Name of Signer  Chairman
Printed Name of Witness	Title of Signer
CORPORATE SEAL (When Appropriate)	250 N. International Parkway, Suite 280, Lake Mary, FL 32746 Address of Signer  (813) 288-8078 Phone Number of Signer
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
A 1	wledged before me this <u>29th</u> day of <u>Lawson</u> as <u>Chairman</u> of <u>DG Farms Community</u>
Development District. He/she is personally known to	
as identification.	$\sim$
Karessa Boyd NOTARY PUBLIC STATE OF FLORIDA Comm# GG110330 Expires 5/31/2021  APPROVED BY THE COMMENT OF THE CO	Notary Public
ATTEST: PAT FRANK CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
Ву:	Ву:
Deputy Clerk	Chairman

ATTEST:	OWNER: GTIS Metro DG, LLC
	By:
Witness Signature	Authorized Corporate Officer
Jennifer Barrs	or Individual (Sign before a
Printed Name of Witness	Notary Public)
Tained Ivanie of Witness	
Fixe Walky Boy	John Ryan
Witness Signature	Printed Name of Signer
Aimee Walker Hodge	Ç
	Manager
Printed Name of Witness	Title of Signer
CORPORATE SEAL (When Appropriate)	2502 N. Rocky Point Dr., Suite 1050, Tampa, FL 33607 Address of Signer
(when Appropriate)	(813) 288-8078
	Phone Number of Signer
	Thone realiser of bigher
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledge.  7. 2021, by John Rya	owledged before me this 29th day of n as Manager of GTIS Metro DG, LLC. He/she is
personally known to me or who has produced	as identification.
	De la companya della companya della companya de la companya della
Karessa Boyd	Notary Public
NOTARY PUBLIC STATE OF FLORIDA	
Comm# GG110330	Karessa Boyd
©E 1978 Expires 5/31/2021	Print Name
	*
ATTEST: PAT FRANK	<b>BOARD OF COUNTY COMMISSIONERS</b>
CLERK OF CIRCUIT COURT	HILLSBOROUGH COUNTY, FLORIDA
Ву:	By:
Deputy Clerk	Chairman
APPROVED BY THE COUNTY	
APPROVED	ATTORNEY
BY Approved As To Form And Le	

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, that we <u>DG Farms Community Development District</u> called the Principal, and United States Fire Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Eight Thousand Five Hundred Ninety Three and 75/100 Dollars (</u>\$8,593.75) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>DG Farms 7B</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered

Bond No. 6213003579

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 DG Farms 7B 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 <u>December 11, 2021</u>.

SIGNED, SEALED AND DATED this _20	6th day of March , 20 21.
ATTEST:  Linee Walker Hodge	DG Farms Community Development District BY: Chairman PRINCIPAL (SEAL)
	United States Fire Insurance Company SURETY (SEAL)
ATTEST:  Cassandra Baez, Witness	ATTORNÉY-IN-FACT (SEAL)
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	Alexis R. Apostolidis
The foregoing instrument is hereby acknowledged before m	e this 29th day of March , 2021, by
	of DG Farms Community Development District.
He/she is personally known to me or has produced	as identification.
O NOT	ARY PUBLIC
My Commission Expires: \$131121 My Commission Number: 66 110330  Print	aressa Boyd Name
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 <u>26th</u> day of <u>March</u> , 20 <u>21</u> , before me, Timothy S. Huffman, the undersigned officer, personally appeared <u>Alexis R. Apostolidis</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for <u>United States Fire Insurance Company</u> , and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.
Z A
Signature of Notary Public
Date Commission Expires: February 28, 2026
Timothy S. Huffman
Printed Name of Notary

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

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

79560

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

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turceamo, 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, 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

(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 26th day of March 2021



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President



#### **SERENO DG FARMS 7B**

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

Listed below is Hamilton Engineering and Surveying, LLC's certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of SERENO DG FARMS 7B. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

55 Lots @ \$125 each = \$6875.00 @125% = \$8593.75

STATE OF THE REAL PROPERTY.

Aaron J. Murphy, P.S.M. Vice President 7-17-207/

# DG FARMS PHASE

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 32 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

# DESCRIPTION:

A TRACT OF LAND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HILLSBORDUCH COUNTY, PLONDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE A EQUIT OF DICTURING COMMENCE AT THE NORTHERITY WOTT CORNERS OF DG FRANE PANCE 68

HAND AND THE PLAY BOOK TAY, PACE 200 PTE OFFICE MICHOSOPH COUNTY, WILL NORTH SEYSON THE THE BETONING DETAIL OF WHICH THE MODILS FORM LIES.

ACR. THROUGH A CATTURE AND ESTANGE OF 30.00 PTET THEORY CONTRICATION AND THE SIGNAL PACE AND THE PLAY OF THE THROUGH CONTRICATION AND THE SIGNAL AND THE S

THE ABOVE PARCEL CONTAINING 9,27 ACRES, MORE OR LESS.

# PLAT NOTES:

1) BUARNOS SHOWN HEREDN ANE GRID DACED ON THE FLORIDA WEST TRANSCREEK MERCARDS
STATE PLANE CORDINANTE STEELS WORDS DAVING ROOM ACLIBERATOR. BEEN HER NESTBOUNDAMP OF THE NORTHEAST 17-A OF SECTION 8, TOWNSHIP 32 SOUTH, BROKE 20 COST,
ANGEL A BERGING OF SE SES 32 ST, WARRING AND STATE WHICH AND ACLIBERATOR STATE WAS ALL AND ACCORDED AND WEST-CHE PROPERTIES.
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8) THE JANCE WITHIN THE PARE SAFETY TO THE PULLOPHER ENCHANGENEY CEST.
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# **DEDICATION:**

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATED HERBN DOES HEREDY DEDICAIT. THIS PLAT OF DECEMBER DESIGNED TO PUBLIC USE ALL DECEMBERS DESIGNED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FAITHFRE JAKES THE FOLLOWING DEDICATIONS.

1) THE PRIVATE ROUES AND PRIVATE RECHES—OF—WW SHOWN HEREON AS TANCT A ARE NOT DESIDATED TO THE PRIVATE ROUES AND PRIVATE RECHES. THE SHORT PRESENCE TO A THOUGH STATE OF CONTROLLING TO THE STATE PRESENCE TO A THOUGH STATE OF CONTROLLING TO THE STATE PRESENCE TO A CHARGE TO A THOUGH STATE OF CONTROLLING THE STATE PRESENCE TO A CHARGE TO AN OWNERS OF OUR PROPERTY. AND OWNERS WHICH THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH THE PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH PROPERTY OF THE STATE PROPERTY. ON OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH PROPERTY OF THE STATE PROPERTY. AND OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. ON OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. AND OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. ON OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. AND OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. AND OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. AND OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY OWNERS WHICH PROPERTY. AND OWNERS WHICH PROPERTY O

OWNER OTHS METRO DIG LLC, A DELAWARE LIMITED LABILITY COMPANY

BY: JOHY RYN, IMMERR WITHERS	WITHERS	Print Name
	WINCSS	

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
SWORN NO SHORTSON BEYON OF THE STATE OF T

뙲

CHARMAN

BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

THE FOREIGNING INSTITUTIONT WAS ACRONALDED BEFORE WE BY MENUS OF — PHYSICAL PRESCHES OF — CHURC NOTAVORNING, THE — DAY OF — COUNTY AND OF ACRO THE COMPANY, HE/SHE IS PRESCHELLE, ROOM TO THE COMPANY, HE/SHE IS PRESCHELLY ROOM TO ME ON THE COMPANY, HE/SHE

SERVAL NUMBER, IF APPLICABLE PRINTED NAME SIGNATURE

I HOREDY CERTRY THAT THIS SUDDIVISION PLAT MEETS THE REQUIREDENTS, IN PROCEEDINGS OF CHARTES, AND THIS EITH TILD FOR RECORD IN PLAT BOOK.

PARE PROPERTY FOR THE PROPERTY FLORIDA.

BY: CLERK OF CIRCUIT COURT DEPUTY CLERK DAY OF

THE PLAT WE BEEN REVIEWD IN ACCORDANCE WITH FLORIDA STAUTES, SECTION 1772,001 FOR CHAPTER CONFORMER, THE OCCURETING DAYS HAS NOT BEEN VORFIED.

PLAT APPROVAL

RDADNED BY:

SECTION, CLOSPACIAL AND MAPPER, LICENSE #

SURVEY SECTION, CLOSPACIAL, AND LAND ACQUISTION SERVICES DEPARTMENT,

HILLSOROUGH COUNTY.

PREPARED BY:

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

AND ALL MARKET, THE UNDERSHAPEN PROTESSARY CARRYON AS THE CONTROL THAT THE THAT DAY LUMBER AS CORPY THE UNDER THAT DAY LUMBER AS CORPY THAT THE PLAN RECURSIONERS THE OFFICIARY ON SUPPRESSERY THAT THE SUPPRESSERY THAT THE SUPPRESSERY THAT PROBLEMS THAT THE SUPPRESSERY THAT PART I, FLORIS STANITIS, AND THE HILLEGONDUSH COUNTY LAW DEPARTMENT RETENDED STANITIS AND THE STANITIS THAT PROBLEMS THAT THE STANITIS AND THE STANITIS AND THAT THE STANITIS THAT THE STANITIS AND THE STANITIS OF LUMBER TOWNS. PART THE STANITIS OF THE STANITIS OF TUDBERS STANITIS OF IN THE ACCORDANCE THAT THE STANITIS OF TUDBERS STANITIS STANITIS STANITIS STANITIS STANITI

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Auton J, Murphy, PSM
Multon beneficiation and suretime, inc.
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AMEN, TICRIDA STREET
FAMILY AMERICAN STREET
FAMILY F

LB#70! 3 3409 W. LEMON STREET TAMPA, PLORIDA 33609

ENGINEERING & SURVEYING, INC.

HAMILTON

TEL (813) 250-3535 FAX (813) 250-3636

SHEET 1 OF 4

# **7B** DG FARMS PHASE

PAGE

PLAT BOOK

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA BOUNDARY AND KEY SHEET

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TRACT A

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DG FARMS PHASE OB PLAT BOOK 137, PAGE 2

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BLOOK 13.

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TRACT A

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TRACT A — PRIVATE ROJOWAY
TRACT B — ACCESS ARIA (PUBLIC), DRAINAEL EASDABAT
(PRIVATE), AND UTILITY EASDAIDH (PUBLIC)

TRACT TABULATION

BLOCK 17

S 30'55'20" W 2641.80"

(N, 19ber OF NE 1/4 SEC. B

DG FARMS PHASE 64 PLAT BOOK 132, PAGE 284

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- DENTIFICATION OFFICIAL RECORDS BOOK

IFIED CORNER RECORD

ENGINEERING & SURVEYING, INC. HAMILTON PREPARED BY:

TEL (813) 250-3535 FAX (813) 250-3636

LB# 701 3

3400 W. LEMON STREET TAMPA, FLORIDA 33000

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TRACT A

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