

SUBJECT: Forest Brooke Phase 7A & 7B aka Southshore Bay Phase 7A & 7B
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 8, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

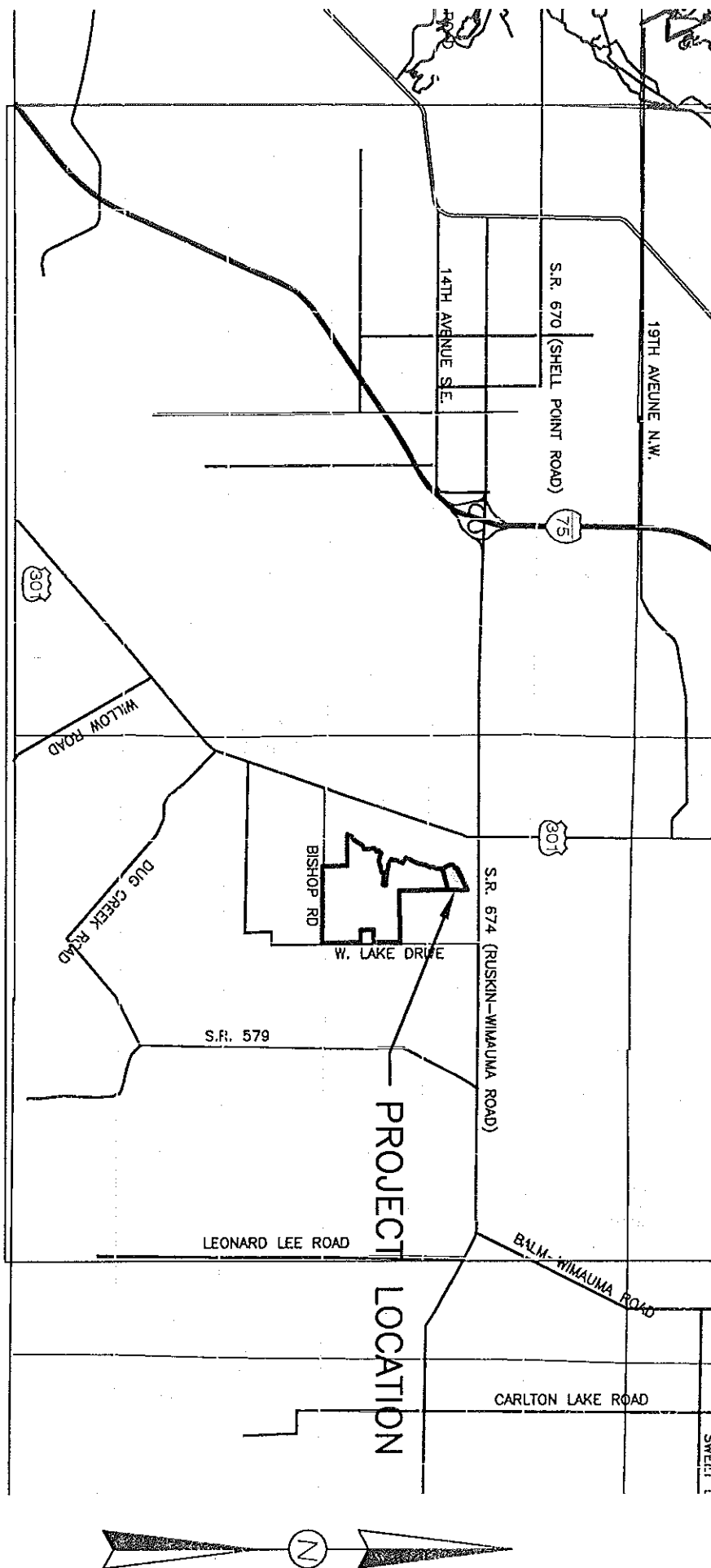
Accept the plat for recording for Forest Brooke Phase 7A & 7B, located in Section 17, Township 32, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$2,156,318.94, a Warranty Bond in the amount of \$167,392.62, 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 \$23,125.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On April 28, 2020, Permission to Construct Prior to Platting was issued for Forest Brooke Phase 7A & 7B. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Dune FB Debt, LLC and the engineer is Hamilton Engineering & Surveying, LLC.

VICINITY MAP

SCALE: 1" = APPROX 2 MILES



**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 Phase 7A and 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 Forest Brooke Phase 7A and 7B 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 type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input type="checkbox"/> Stormwater Drainage Systems
<input checked="" type="checkbox"/> Sanitary Gravity Sewer System	<input type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:
_____ and		

WHEREAS, the County 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 Phase 7A and 7B Subdivision, within six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below water and wastewater to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in Forest Brooke Phase 7A and 7B subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. Owners, as the owners of real property within the area to be platted as Forest Brooke Phase 7A and 7B, 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. 6213007116), dated 6/28/21 with Hidden Creek Community Development District as Principal, and United States Fire Insurance Company as Surety, and
A Warranty Bond (No. 6213007125), dated 6/28/21 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 Phase 7A and 7B 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 _ day of _____, 20__.

ATTEST:



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

Matt Swagg

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

Michael Lawson

Name (typed, printed or stamped)

Chairman

Title

250 International Pkwy #280, Lake Mary, FL 32746
Address of Signer

(813) 288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

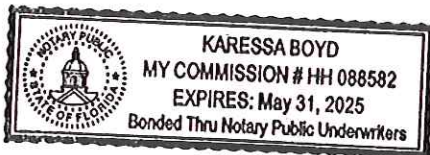
The foregoing instrument is hereby acknowledged before me this 30th day of June, 2021, by Michael Lawson as Chairman of Hidden Creek Community Development District. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 5/31/25
My Commission Number: HH088582


NOTARY PUBLIC

Karesa Boyd

Print Name



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 #1050, Tampa, FL 33607

Address of Signer

(813) 288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

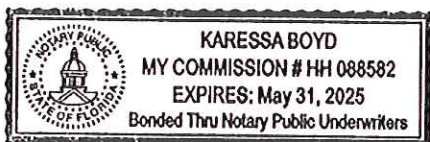
The foregoing instrument is hereby acknowledged before me this 30th day of June, 2021, by John Ryan as Manager of Dune FL Land I Sub, LLC. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 5/31/25

My Commission Number: HH088582

NOTARY PUBLIC

Print Name



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 FB Debt, LLC

By:

Authorized Corporate Officer or Individual

John Ryan

Name (typed, printed or stamped)

Manager

Title

2502 N. Rocky Point Dr #1050, Tampa, FL 33607
Address of Signer

(813) 288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

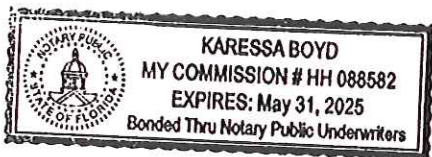
The foregoing instrument is hereby acknowledged before me this 30th day of June, 2021, by **John Ryan** as **Manager** of Dune FB Debt, LLC. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 5/31/25

My Commission Number: HH088582

NOTARY PUBLIC

Print Name



ATTEST:

HILLSBOROUGH COUNTY

CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal
Sufficiency.

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 Two Million One Hundred Fifty-Six Thousand Three Hundred Eighteen Dollars and 94/100 (\$2,156,318.94) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

Bond No. 6213007116

improvements.

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

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


- A. If the Principal shall well and truly build, construct, and install in the platted area known as Forest Brooke Phase 7A and 7B subdivision all water, wastewater, streets, drainage and other necessary facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL APRIL 8, 2022,

Bond No. 6213007116

SIGNED, SEALED AND DATED this 28th day of June, 2021.

ATTEST:



Hidden Creek Community Development District

BY:


PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST: Bryan Caneschi





ATTORNEY-IN-FACT (SEAL)
Alexis R. Apostolidis

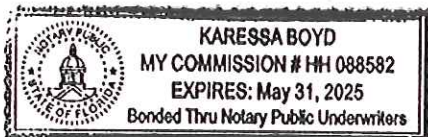


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 29th day of June, 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
Karessa Boyd
Print Name

My Commission Expires: 5/31/25
My Commission Number: HH088582



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 28th day of June, 2021, before me, Timothy S. Huffman, the undersigned officer, personally appeared Alexis R. Apostolidis, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

TH

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



[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**

Sonia Scala

[Signature]

(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 28th day of June 2021

UNITED STATES FIRE INSURANCE COMPANY



[Signature]

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 Sixty-Seven Thousand Three Hundred Ninety-Two Dollars and 62/100 (\$167,392.62) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (water and wastewater) for maintenance in connection with the approved platted subdivision known as Forest Brooke Phase 7A and 7B; and

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

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

Bond No. 6213007125

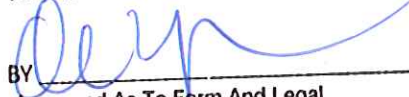
WHEREAS, the terms of said Subdivider's Agreement, which are by reference, incorporated into and made a part of this Warranty Bond, provide that the Principal shall warrant the above-described improvements for a period of two (2) years.

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

- A.** If the Principal shall warrant for a period of two (2) years following the date of acceptance of the water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in connection with the approved platted subdivision known as Forest Brooke Phase 7A and 7B, 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 APRIL 8, 2024.


APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Bond No. 6213007125


SIGNED, SEALED AND DATED this 28th day of June, 2021.

ATTEST:



Hidden Creek Community Development District

BY:



PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST: Bryan Caneschi


_____

ATTORNEY-IN-FACT (SEAL)
Alexis R. Apostolidis

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 29th day of June,
2021, by Michael Lawson as Chairman of Hidden Creek Community
Development District. He/she is personally known to me or has produced _____
as identification.

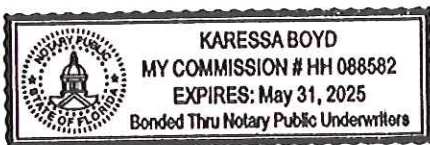
My Commission Expires: 8/31/25
My Commission Number: HH088582



NOTARY PUBLIC

Karessa Boyd

Print Name



NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 28th day of June, 2021, before me, Timothy S. Huffman, the undersigned officer, personally appeared Alexis R. Apostolidis, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

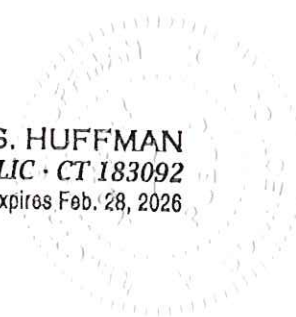


Signature of Notary Public

Date Commission Expires: February 28, 2026

Timothy S. Huffman

Printed Name of Notary



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

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

79560

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

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, 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 20th day of June 2021

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

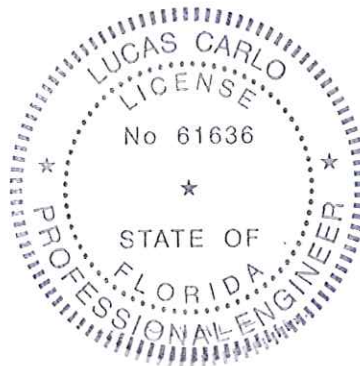
**Forest Brooke Phase 7A & 7B
SUBDIVISION INFRASTRUCTURE
PERFORMANCE BOND ESTIMATE**

PAVING.....	\$	421,301.60
STORM DRAINAGE.....	\$	405,657.85
SANITARY SEWER COLLECTION SYSTEM:	\$	638,141.30
WATER DISTRIBUTION SYSTEM:	\$	259,954.40
 TOTAL:	 \$	 1,725,055.15
125% WARRANTY BOND AMOUNT:	\$	2,156,318.94



Lucas Carlo, P.E.
Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC. LB# 7013



7A PAVING

Description	Unit	Quantity	Unit Price	Total Amount
1-1/2" Asphaltic Surface Course (Type SP-12.5)	SY	5063	\$8.70	\$44,048.10
6" Crushed Concrete Base Course	SY	5063	\$13.45	\$68,097.35
12" Stabilized Subgrade	SY	6430	\$4.95	\$31,828.50
5' Concrete Sidewalk (4" Thick)	LF	1369	\$18.75	\$25,668.75
5' Concrete Sidewalk (6" Thick)	LF	58	\$35.75	\$2,073.50
ADA Sidewalk Ramp per FDOT Index 304 (Com	EA	4	\$902.00	\$3,608.00
Concrete Curb and Gutter (Type F)	LF	788	\$11.15	\$8,786.20
Concrete Flush Curb	LF	3313	\$9.75	\$32,301.75
"T" Type Turnaround (install)	EA	1	\$2,655.00	\$2,655.00
Dead End Barricade (install)	EA	1	\$500.00	\$500.00
Signing and Pavement Marking	LS	1	\$7,890.00	\$7,890.00
2' BOC Bahia Sod	SY	912	\$2.20	\$2,006.40
Final Dress	LS	1	\$4,585.00	\$4,585.00
Lift Station & Meter Driveway	SF	932	\$6.30	\$5,871.60
			TOTAL	\$239,920.15

7B PAVING

Description	Unit	Quantity	Unit Price	Total Amount
1-1/2" Asphaltic Surface Course (Type SP-12.5)	SY	4175	\$8.70	\$36,322.50
6" Crushed Concrete Base Course	SY	4175	\$13.35	\$55,736.25
12" Stabilized Subgrade	SY	5228	\$4.90	\$25,617.20
5' Concrete Sidewalk (4" Thick)	LF	299	\$17.60	\$5,262.40
ADA Sidewalk Ramp per FDOT Index 304 (Complete)	EA	10	\$902.00	\$9,020.00
Concrete Flush Curb	LF	3159	\$9.30	\$29,378.70
"T" Type Turnaround (Install)	EA	1	\$1,465.00	\$1,465.00
Dead End Barricade (remove)	EA	1	\$500.00	\$500.00
2' BOC Bahia Sod	SY	702	\$2.20	\$1,544.40
Final Dress	LS	1	\$3,410.00	\$3,410.00
Signage & Striping	LS	1	\$13,125.00	\$13,125.00
			TOTAL	\$181,381.45

7A STORM DRAINAGE SYSTEM

Description	Unit	Quantity	Unit Price	Total Amount
6" Underdrain	LF	1269	\$16.70	\$21,192.30
6" Underdrain Cleanout	EA	11	\$261.00	\$2,871.00
12" PVC	LF	1455	\$20.60	\$29,973.00
15" RCP	LF	81	\$33.05	\$2,677.05
18" RCP	LF	736	\$40.50	\$29,808.00
24" RCP	LF	661	\$61.30	\$40,519.30
30" RCP	LF	169	\$85.75	\$14,491.75
72" RCP	LF	156	\$338.00	\$52,728.00
Yard Drain	EA	11	\$1,385.00	\$15,235.00
Type 1 Curb Inlet (3'-6"x4'-0"Box) Fcurb Top	EA	2	\$3,795.00	\$7,590.00
Type D Ditch Bottom Grate Top Inlet	EA	6	\$3,570.00	\$21,420.00
Type P Manhole	EA	5	\$2,550.00	\$12,750.00
Mitered End Section 18" RCP	EA	2	\$2,500.00	\$5,000.00
Mitered End Section 24" RCP	EA	1	\$2,680.00	\$2,680.00
Mitered End Section 30" RCP	EA	1	\$3,310.00	\$3,310.00
End Wall Double 72" RCP	EA	2	\$38,430.00	\$76,860.00
Control Structure EE (Type D)	EA	1	\$4,975.00	\$4,975.00
Control Structure FF (Type D)	EA	1	\$4,975.00	\$4,975.00
Televise Storm Drainage System	LS	1	\$2,855.00	\$2,855.00
			TOTAL	\$351,910.40

7B STORM DRAINAGE SYSTEM

Description	Unit	Quantity	Unit Price	Total Amount
6" Underdrain	LF	584	\$18.75	\$10,950.00
6" Underdrain Cleanout	EA	5	\$258.00	\$1,290.00
12" PVC	LF	371	\$20.45	\$7,586.95
18" RCP	LF	175	\$40.10	\$7,017.50
24" RCP	LF	240	\$53.80	\$12,912.00
Yard Drain	EA	3	\$1,375.00	\$4,125.00
Type D Ditch Bottom Grate Top Inlet	EA	2	\$3,485.00	\$6,970.00
Connect to Existing Storm Structure (0-6)	EA	3	\$682.00	\$2,046.00
Televise Storm Drainage System	LS	1	\$850.00	\$850.00
			TOTAL	\$53,747.45

7A SANITARY SEWAGE COLLECTION SYSTEM

Description		Unit	Quantity	Unit Price	Total Amount
8"	PVC (0' - 6' Cut)	LF	71	\$22.15	\$1,572.65
8"	PVC (6' - 8' Cut)	LF	220	\$31.55	\$6,941.00
8"	PVC (8' - 10' Cut)	LF	453	\$32.30	\$14,631.90
8"	PVC (10' - 12' Cut)	LF	522	\$37.90	\$19,783.80
8"	PVC (12' - 14' Cut)	LF	112	\$42.15	\$4,720.80
8"	PVC (12' - 14' Cut) C900	LF	54	\$42.25	\$2,281.50
8"	PVC (14' - 16' Cut) C900	LF	4	\$69.55	\$278.20
Standard Manhole (0' - 6' Cut)		EA	2	\$3,730.00	\$7,460.00
Standard Manhole (8' - 10' Cut)		EA	3	\$4,640.00	\$13,920.00
Standard Manhole (10' - 12' Cut)		EA	2	\$5,040.00	\$10,080.00
Standard Manhole (12' - 14' Cut)		EA	1	\$5,555.00	\$5,555.00
Drop Manhole (10' - 12' Cut)		EA	1	\$5,520.00	\$5,520.00
8" x 4" Tee Wye		EA	Included	N/A	N/A
8" x 6" Tee Wye		EA	Included	N/A	N/A
Single Sewer Service Connection		EA	11	\$442.00	\$4,862.00
Double Sewer Service Connection*		EA	33	\$927.00	\$30,591.00
4" PVC Service Pipe		LF	Included	N/A	N/A
6" PVC Service Pipe		LF	Included	N/A	N/A
Pump Station (complete)		LS	1	\$355,640.00	\$355,640.00
4" PVC Forcemain		LF	1,432	\$11.90	\$17,040.80
4" Plug Valve		EA	2	\$1,260.00	\$2,520.00
4" 22½° Bend		EA	4	\$364.00	\$1,456.00
4" 45° Bend		EA	9	\$369.00	\$3,321.00
4" 90° Bend		EA	3	\$383.00	\$1,149.00
4" Air Release Valve		EA	2	\$6,970.00	\$13,940.00
Joint Restraint		LS	1	\$2,295.00	\$2,295.00
8" Mechanic Plug		EA	2	\$445.00	\$890.00
Infiltration/ Exfiltration Testing		LS	1	\$1,695.00	\$1,695.00
Televisé Sanitary Sewer		LS	1	\$2,370.00	\$2,370.00

7A SANITARY SEWAGE COLLECTION SYSTEM

Description	Unit	Quantity	Unit Price	Total Amount
Pressure Test Forcemain	LS	1	\$1,690.00	\$1,690.00
4" Solid Sleeve	EA	1	\$371.00	\$371.00
TBO	EA	1	\$420.00	\$420.00
Remove Plug & Connect to Existing End of 4" Forcemain	EA	1	\$305.00	\$305.00
			TOTAL	\$533,300.65

7B SANITARY SEWAGE COLLECTION SYSTEM

Description		Unit	Quantity	Unit Price	Total Amount
8"	PVC (0' - 6' Cut)	LF	281	\$21.95	\$6,167.95
8"	PVC (6' - 8' Cut)	LF	331	\$31.30	\$10,360.30
8"	PVC (8' - 10' Cut)	LF	483	\$32.00	\$15,456.00
8"	PVC (10' - 12' Cut)	LF	164	\$37.60	\$6,166.40
Standard Manhole (0' - 6' Cut)		EA	4	\$3,700.00	\$14,800.00
Standard Manhole (6' - 8' Cut)		EA	1	\$4,330.00	\$4,330.00
Drop Manhole (8' - 10' Cut)		EA	1	\$5,125.00	\$5,125.00
8" x 4" Tee Wye		EA	Included	N/A	N/A
8" x 6" Tee Wye		EA	Included	N/A	N/A
Single Sewer Service Connection		EA	19	\$439.00	\$8,341.00
Double Sewer Service Connection*		EA	26	\$919.00	\$23,894.00
4" PVC Service Pipe		LF	Included	N/A	N/A
6" PVC Service Pipe		LF	Included	N/A	N/A
Infiltration/ Exfiltration Testing		LS	1	\$1,475.00	\$1,475.00
Televise Sanitary Sewer		LS	1	\$2,065.00	\$2,065.00
Remove Plug & Connect to Existing Sanitary Sewer Manhole		EA	2	\$3,330.00	\$6,660.00
				TOTAL	\$104,840.65

7A WATER DISTRIBUTION SYSTEM

Description	Unit	Quantity	Unit Price	Total Amount
Remove Plug and Connect to Existing 8" Water Main	LS	1	\$609.00	\$609.00
Temporary Construction Backflow Assembly	EA	1	\$10,980.00	\$10,980.00
Master Meter Assembly w/ Backflow Preventer	EA	1	\$26,220.00	\$26,220.00
2" PE Water Service	LF	35	\$12.60	\$441.00
6" PVC Water Main	LF	1,821	\$14.25	\$25,949.25
6" Plug	EA	Included	N/A	N/A
2" Gate Valve	EA	1	\$1,065.00	\$1,065.00
6" Gate Valve	EA	6	\$1,345.00	\$8,070.00
6" 22½ ° Bend	EA	8	\$262.00	\$2,096.00
6" 45 ° Bend	EA	12	\$268.00	\$3,216.00
6" x 6" Tee	EA	1	\$317.00	\$317.00
8" x 6" Reducer	EA	1	\$287.00	\$287.00
Fire Hydrant Assembly	EA	3	\$4,560.00	\$13,680.00
Blow-off Assembly	EA	2	\$374.00	\$748.00
3" Sleeve	LF	Included	N/A	N/A
Single Service (Short)	EA	48	\$419.00	\$20,112.00
Single Service (Long)	EA	24	\$611.00	\$14,664.00
Joint Restraint	LS	1	\$3,410.00	\$3,410.00
8" Solid Sleeve	EA	1	\$342.00	\$342.00
Chlorine Injection Point	EA	1	\$343.00	\$343.00
WDSP	EA	5	\$420.00	\$2,100.00
Pressure Test	LS	1	\$1,770.00	\$1,770.00
Chlorine Water System	LS	1	\$1,770.00	\$1,770.00
Balance Of 2" Water Service	EA	1	\$904.00	\$904.00
			TOTAL	\$139,093.25

7B WATER DISTRIBUTION SYSTEM

Description	Unit	Quantity	Unit Price	Total Amount
Remove Plug and Connect to Existing 8" Water Main	LS	2	\$604.00	\$1,208.00
Temporary Construction Backflow Assembly	EA	1	\$10,890.00	\$10,890.00
6" PVC Water Main	LF	1,501	\$14.15	\$21,239.15
6" Plug	EA	2	\$371.00	\$742.00
6" Gate Valve	EA	12	\$1,330.00	\$15,960.00
6" 22½ ° Bend	EA	1	\$260.00	\$260.00
6" 45 ° Bend	EA	12	\$266.00	\$3,192.00
6" 90 ° Bend	EA	4	\$290.00	\$1,160.00
6" x 6" Tee	EA	4	\$314.00	\$1,256.00
Fire Hydrant Assembly	EA	3	\$4,520.00	\$13,560.00
3" Sleeve	LF	Included	N/A	N/A
Single Service (Short)	EA	40	\$416.00	\$16,640.00
Single Service (Long)	EA	36	\$606.00	\$21,816.00
Chlorine Injection Point	EA	1	\$340.00	\$340.00
WDSP	EA	2	\$416.00	\$832.00
6" Solid Sleeve	EA	3	\$385.00	\$1,155.00
6" TBO	EA	1	\$371.00	\$371.00
Pressure Test	LS	1	\$1,755.00	\$1,755.00
Chlorine Water System	LS	1	\$1,775.00	\$1,775.00
Restrained Joints	LS	1	\$6,710.00	\$6,710.00
TOTAL				\$120,861.15

**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, 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 & Owner has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Forest Brooke Phase 7A and 7B; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Forest Brooke Phase 7A and 7B 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 Forest Brooke Phase 7A and 7B 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, dated 6/28/21 (Bond No. 6213007134) with Hidden Creek Community Development District as Principal, and United States Fire Insurance Company as Surety,
or
 - c. Escrow Agreement, dated _____,
_____, between
and the County, or
 - d. Cashier/Certified Check, number _____,
_____, dated _____, which shall be deposited by
the County into a non-interest-bearing escrow account upon receipt. No interest
shall be paid to the Subdivider on funds received by the County pursuant to this
Agreement.

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

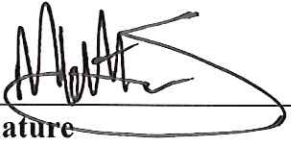
4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as Forest Brooke Phase 7A and 7B at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions

hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _ day of _____, 20__.

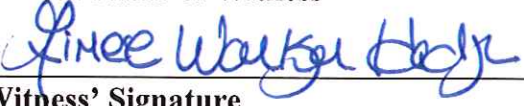
ATTEST:



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

Math Suggs

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

Michael Lawson

Name (typed, printed or stamped)

Chairman

Title

250 International Pkwy #280, Lake Mary, FL 32746

Address of Signer

(813) 288-8078


Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

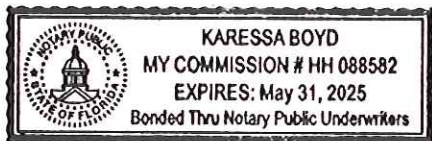
The foregoing instrument is hereby acknowledged before me this 30th day of June, 2021, by Michael Lawson as Chairman of Hidden Creek Community Development District. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 5/31/25
My Commission Number: HH088582



NOTARY PUBLIC
Karesa Boyd

Print Name



ATTEST:

[Signature]

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

Matt Sugas

Printed Name of Witness

Aimee Walker Hodge

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 #1050, Tampa, FL 33607
Address of Signer

(813) 288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

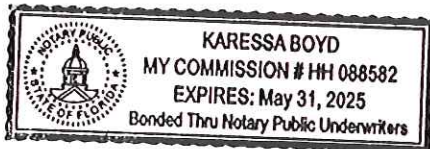
The foregoing instrument is hereby acknowledged before me this 30th day of June, 2021, by **John Ryan** as **Manager** of Dune FL Land I Sub, LLC. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 5/31/25

My Commission Number: HH088582

[Signature]
NOTARY PUBLIC

Karessa Boyd
Print Name



ATTEST:

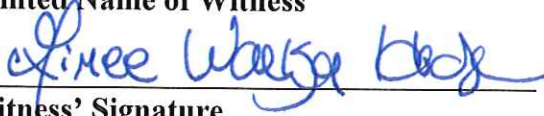


Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

Printed Name of Witness

Matt Suggs

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 #1050, Tampa, FL 33607
Address of Signer

(813) 288-8078

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

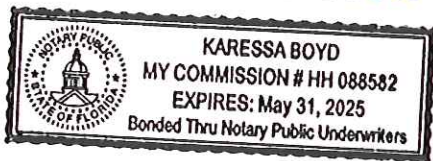
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 30th day of June, 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: 5/31/25

My Commission Number: HH088582




NOTARY PUBLIC

Karesa Boyd
Print Name

ATTEST:

HILLSBOROUGH COUNTY

CLERK OF THE CIRCUIT COURT
COMMISSIONERS

BOARD OF COUNTY

By: _____

Deputy Clerk

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY

BY: 

Approved As To Form And Legal
Sufficiency.

Bond No. 6213007134

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 Twenty Three Thousand One Hundred Twenty-Five Dollars and 00/100 (\$23,125.00) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Forest Brooke Phase 7A and 7B are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require

Bond No. 6213007134

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Forest Brooke Phase 7A and 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 APRIL 8, 2022.

Bond No. 6213007134

SIGNED, SEALED AND DATED this 28th day of June, 2021.

ATTEST:



Hidden Creek Community Development District

BY:


PRINCIPAL (SEAL)

United States Fire Insurance Company
SURETY (SEAL)

ATTEST: Bryan Caneschi




ATTORNEY-IN-FACT (SEAL)
Alexis R. Apostolidis

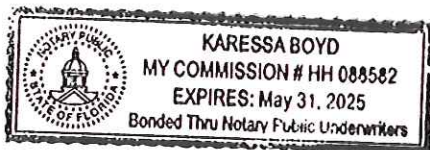
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH


The foregoing instrument is hereby acknowledged before me this 29th day of June, 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: 5/31/25
My Commission Number: HH088582


NOTARY PUBLIC

Karessa Boyd
Print Name




Approved as to form and legal
sufficiency

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 28th day of June, 2021, before me, Timothy S. Huffman, the undersigned officer, personally appeared Alexis R. Apostolidis, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for United States Fire Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.




Signature of Notary Public

Date Commission Expires: February 28, 2026

Timothy S. Huffman

Printed Name of Notary

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



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

79560

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

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

[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**

Sonia Scala

[Signature]

(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 28th day of June 2021



UNITED STATES FIRE INSURANCE COMPANY

[Signature]

Peter M. Quinn, Senior Vice President

Forest Brooke Phase 7A and 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 Forest Brooke Phase 7A and 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.

148 Lots @ \$125 each = \$18,500.00 X 125% = \$23,125.00



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

6-14-21

Date

FOREST BROOKE PHASE 7A AND 7B

PLAT BOOK PAGE
A REPLAT OF A PORTION OF FOREST BROOKE PHASE 2B AND 2C AS RECORDED IN PLAT BOOK 136, PAGE 67 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO, A REPLAT OF A PORTION OF TRACTS 1, 7, 8, 9, AND 10, DAVIS & DOWDELL ADDITION TO TOWN OF VIMANUMA, AS RECORDED IN PLAT BOOK 1, PAGE 136, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

CHORD#	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C10	N 30° 15' 17" E	91.22	71.17	60° 00' 00"
C11	N 47° 00' 11" W	70.17	78.54	90° 00' 00"
C12	N 30° 15' 17" E	94.67	89.86	60° 00' 00"
C13	N 30° 15' 17" E	106.07	117.81	60° 00' 00"
C14	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C15	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C16	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C17	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C18	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C19	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C20	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C21	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C22	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C23	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C24	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C25	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C26	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C27	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C28	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C29	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C30	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C31	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C32	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C33	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C34	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C35	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C36	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C37	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C38	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C39	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C40	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C41	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C42	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C43	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C44	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C45	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C46	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C47	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C48	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C49	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C50	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C51	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C52	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C53	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C54	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C55	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C56	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C57	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C58	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C59	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C60	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C61	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C62	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C63	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C64	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C65	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C66	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C67	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C68	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C69	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C70	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C71	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C72	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C73	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C74	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C75	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C76	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C77	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C78	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C79	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C80	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C81	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C82	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C83	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C84	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C85	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C86	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C87	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C88	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C89	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C90	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C91	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C92	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C93	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C94	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C95	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C96	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C97	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C98	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C99	N 30° 15' 17" E	13.28	20.42	90° 00' 00"
C100	N 30° 15' 17" E	13.28	20.42	90° 00' 00"

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S 89° 45' 27" W	83.89
L2	S 27° 12' 34" W	3.61
L3	S 27° 12' 34" W	50.14
L39	N 22° 05' 01" W	62.55
L41	N 27° 05' 01" W	4.78
L42	N 22° 05' 01" W	6.45
L43	N 27° 05' 01" W	8.33
L48	N 30° 41' 42" E	26.78
L49	N 22° 05' 01" W	20.04
L51	N 46° 17' 17" W	10.07
L56	N 42° 22' 58" E	11.54
L57	N 89° 45' 27" W	26.88
L58	N 42° 30' 07" W	33.85
L59	N 61° 4' 25" E	22.04
L61	N 102° 02' 02" E	4.57
L62	N 41° 13' 12" W	9.88

FOREST BROOKE PHASE 7A AND 7B

PLAT BOOK _____ PAGE _____

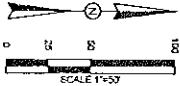
A REPLAT A OF A PORTION OF FOREST BROOKE PHASE 2B AND 2C AS RECORDED IN PLAT BOOK 135, PAGE 57 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. ALSO, A REPLAT OF A PORTION OF TRACTS 1, 7, 8, 9, AND 10, DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, AS RECORDED IN PLAT BOOK 1, PAGE 136, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA.

DAVIS & DOWDELL
ADDITION TO TOWN OF WIMAUMA
(PLAT BOOK 1, PAGE 136)

DAVIS & DOWDELL
ADDITION TO TOWN OF WIMAUMA
(PLAT BOOK 1, PAGE 136)

MATCH LINE SHEET 5

MATCH LINE SHEET 5



TRACT 6

UNPLATTED

TRACT 11

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TRACT 266

PLAY BOOK _____ PAGE _____

FLORIDA

CLIFFORD TABLE					
CLIFFORD	MOBING	GRAND DEBATE	CHORO LENGTH	ARC LENGTH	DELTA
C0	13.000	N 65.113 59.6° E	56.47	26.70	19.23357
C1	12.500	N 64.963 59.6° E	46.77	40.03	22.90307
C15	13.000	N 55.113 59.6° E	61.90	58.29	19.23357
C16	16.000	N 50.903 59.6° E	36.02	64.27	22.90307
C17	13.000	N 67.023 51.1° W	16.38	28.82	69.03808
C23	13.000	N 67.053 51.1° W	16.38	20.42	69.03808
C24	13.000	N 22.353 59.6° E	16.38	42.42	69.03808
C25	13.000	N 55.113 59.6° E	50.47	51.22	19.23357
C26	13.000	N 11.353 59.6° E	14.44	67.30308	
C31	13.000	N 67.423 50.4° W	50.47	22.42	100.10309
C32	13.000	N 10.353 59.6° E	17.30	18.22	67.22307
C33	13.000	N 65.063 59.6° W	18.03	16.02	67.47307
C34	13.000	N 22.353 59.6° E	16.37	20.02	67.44307
C35	16.000	N 60.003 59.6° E	26.02	36.02	19.03807
C40	20.000	N 62.003 59.6° E	16.04	18.07	67.57307
C41	20.000	N 55.113 59.6° E	21.45	21.46	67.58307
C42	20.000	N 50.103 59.6° E	21.45	21.46	67.58307
C43	20.000	N 60.253 59.6° E	7.07	7.07	20.03807



- NON-RADIAL LINE

- PAGE
- PLAT BOOK
- OVERALL
- ENVIRONMENTAL PROTECTION CO.
- WETLAND CONSERVATION AREA 5
- UTILITY EASEMENT (PUBLIC)
- DRAINAGE EASEMENT (PRIVATE)
- BOUNDARY



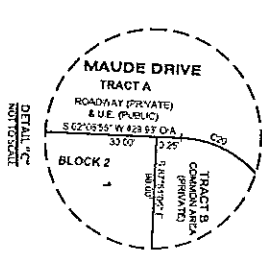
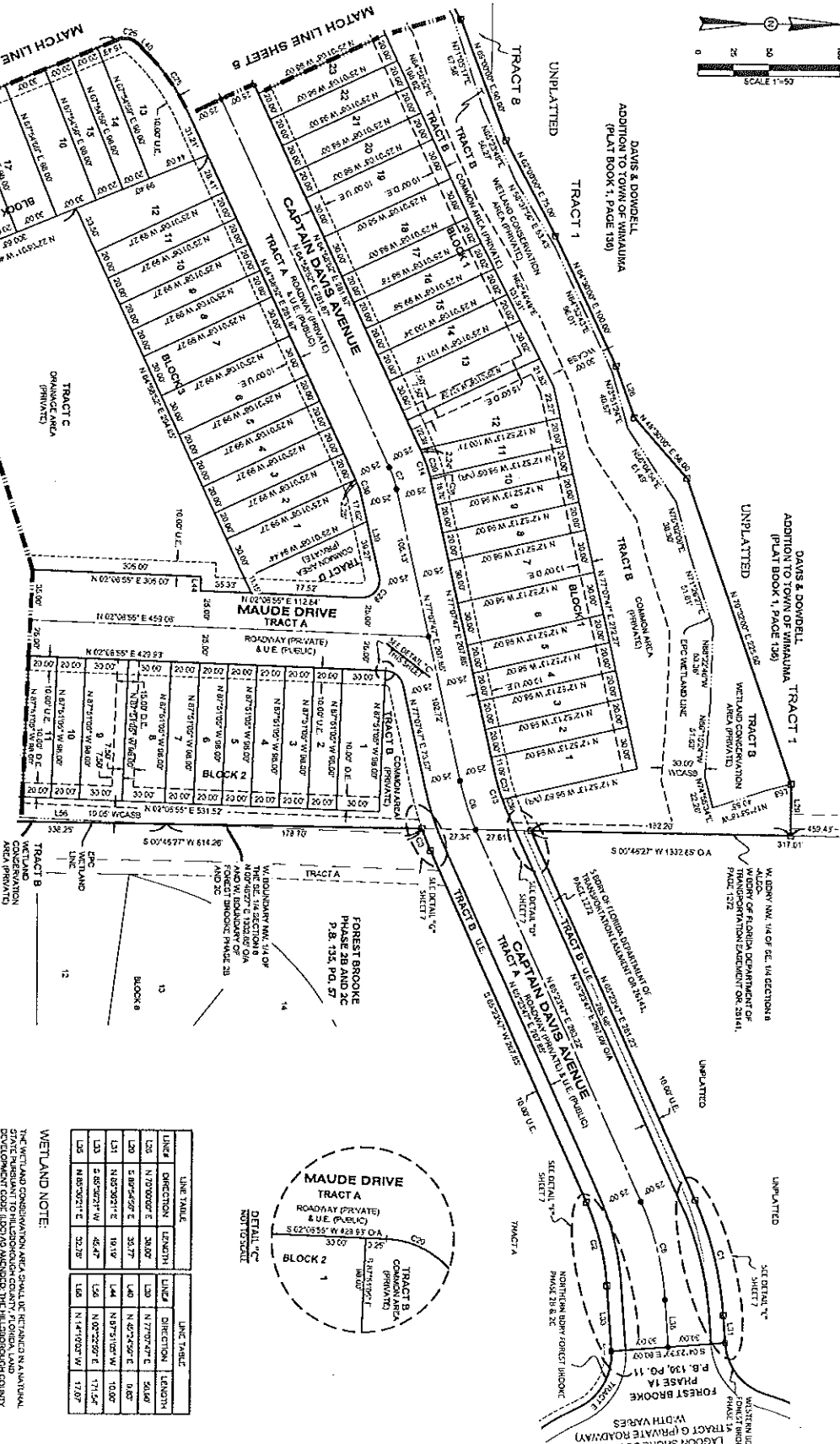
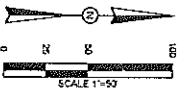
D.L.
BERRY

• DRAINAGE EASEMENT (PRIVATE)
• BOUNDARY

FOREST BROOKE PHASE 7A AND 7B

PLAT BOOK PAGE

A REPLAT OF A PORTION OF FOREST BROOKE PHASE 2B AND 2C AS RECORDED IN PLAT BOOK 136, PAGE 57 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO, A REPLAT OF A PORTION OF TRACTS 1, 7, 8, 9, AND 10, DAVIS & DOWDELL ADDITION TO TOWN OF VIMALUMA, AS RECORDED IN PLAT BOOK 1, PAGE 136, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA



LINE TABLE		
LINE#	DIRECTION	LENGTH
L20 <td>N 70°00'00" E<td>30.00</td></td>	N 70°00'00" E <td>30.00</td>	30.00
L21 <td>S 88°54'57" E</td> <td>30.27</td>	S 88°54'57" E	30.27
L22 <td>N 07°20'21" E<td>10.19</td></td>	N 07°20'21" E <td>10.19</td>	10.19
L23 <td>S 88°20'21" W<td>46.47</td></td>	S 88°20'21" W <td>46.47</td>	46.47
L24 <td>N 88°20'21" E<td>32.28</td></td>	N 88°20'21" E <td>32.28</td>	32.28

LINE TABLE		
LINE#	DIRECTION	LENGTH
L25 <td>N 77°07'47" E<td>56.60</td></td>	N 77°07'47" E <td>56.60</td>	56.60
L26 <td>N 45°24'59" E<td>0.85</td></td>	N 45°24'59" E <td>0.85</td>	0.85
L27 <td>N 85°11'09" W<td>10.00</td></td>	N 85°11'09" W <td>10.00</td>	10.00
L28 <td>N 07°22'59" E<td>17.54</td></td>	N 07°22'59" E <td>17.54</td>	17.54
L29 <td>N 47°00'00" W<td>17.07</td></td>	N 47°00'00" W <td>17.07</td>	17.07

WETLAND NOTE:

THE WETLAND AND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE UNLESS THE HILLSBOROUGH COUNTY, FLORIDA, LAND COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 384S, AND CHAPTER 1-1, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION CONSERVATION AREA AND A BUFFER ZONE FROM THE WETLAND SURFACE WATER AREA ARE REQUIRED AND SHALL CONFORM TO THE DEVELOPMENT CODE.

LEGEND
 • FOUND AND CONVEYED MONUMENT LAY 703
 • PERMANENT REFERENCE MONUMENT LAY 703
 • CONVEYED MONUMENT LAY 703, UNLESS OTHERWISE NOTED
 • NOTED PERMANENT REFERENCE MONUMENT LAY 703
 • BOUNDARY LINE
 • NON-BOUNDARY LINE
 • PLAT BOOK
 • EASEMENT
 • EASEMENT, PROTECTION CONSERVATION WETLAND
 • EASEMENT, PROTECTION CONSERVATION WETLAND
 • BOUNDARY

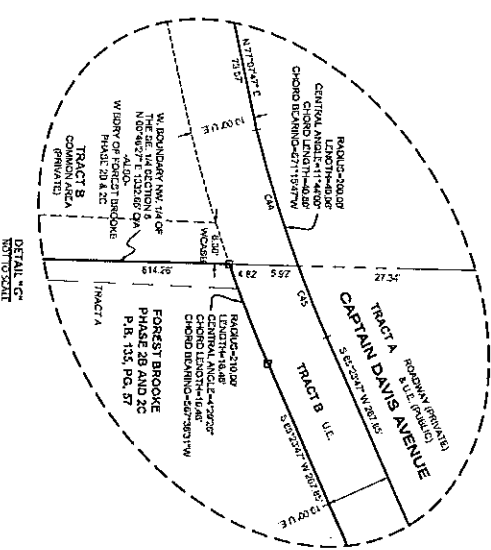
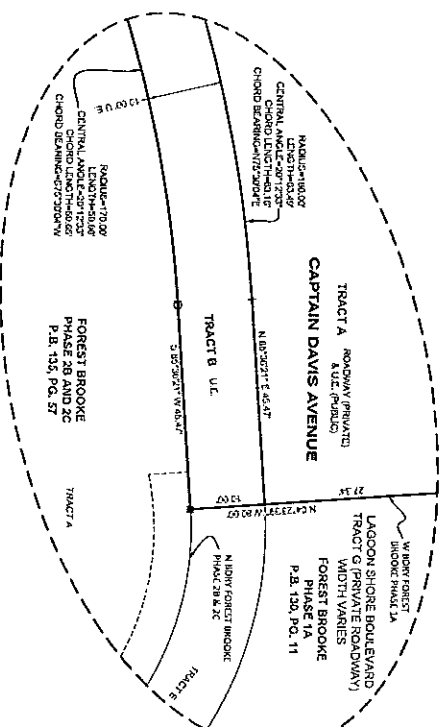
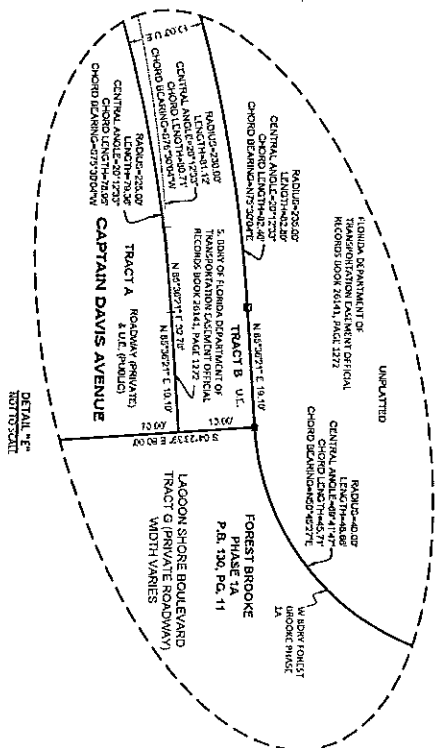
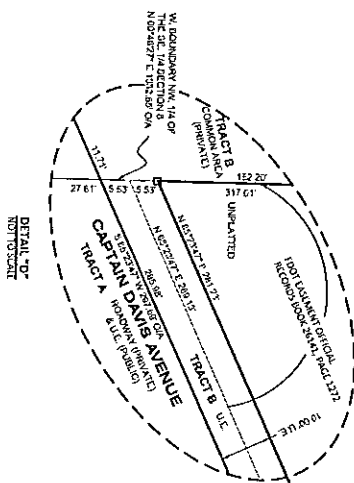


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FOREST BROOKE PHASE 7A AND 7B

PLAT BOOK _____ PAGE _____
 A REPLAT A OF A PORTION OF FOREST BROOKE PHASE 2B AND 2C AS RECORDED IN PLAT BOOK 135, PAGE 57 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. ALSO,
 A REPLAT OF A PORTION OF TRACTS 1, 7, 8, 9, AND 10, DAVIS & DOWDELL ADDITION TO TOWN OF WINAUMA, AS RECORDED IN PLAT BOOK 1, PAGE 136, OF THE PUBLIC RECORDS
 OF HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN SECTION 8, TOWNSHIP 32 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	LENGTH	ANG.	DELTA
C4	200.00'	N 87°53'57" E	11.84'	11.88°	27°29'
C5	200.00'	N 75°27'57" E	20.00'	20.11°	47°22'

WETLAND NOTE:
 THE WETLAND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE AND SHALL BE PROTECTED FROM ANY DEVELOPMENT OR CONSTRUCTION. THE WETLAND CONSERVATION AREA SHALL BE PROTECTED FROM ANY DEVELOPMENT OR CONSTRUCTION. THE WETLAND CONSERVATION AREA SHALL BE PROTECTED FROM ANY DEVELOPMENT OR CONSTRUCTION.



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Hillsborough County PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Southshore Bay (fka Forest Brooke)
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	3948
HCPS Project ID Number	SC-594 & SC-595
Parcel / Folio Number(s)	795430000
Project Location	US 301 and SR 674I
Dwelling Units & Type	148 Single-Family, Attached (Phase 7A & 7B)
Applicant	Dune FB Debt, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	18	7	12		37

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle school Concurrency Service Areas (CSA's) serving this site and the adjacent middle school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary platting process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (DA 19-0691), the terms of which were approved by the School Board on August 18, 2020 and the Hillsborough County BOCC on September 8, 2020. The Applicant contributed funds on April 2, 2021 in the amount of \$195,209.00 thereby satisfying the Phase 7 requirement to construct middle school seats to accommodate the proposed development as more particularly described therein.

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June 17, 2021
Date Issued