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3 **RESOLUTION NO. 2024-663**

4 **A resolution of the City of Gainesville, Florida, approving the final plat named**
5 **“OAKS PRESERVE PHASE III & IV, A CLUSTER SUBDIVISION” located in the 5000**
6 **block of SW Archer Road, south side, Gainesville, Florida, as more specifically**
7 **described in this resolution; authorizing the City Manager to execute a security**
8 **agreement to secure required public improvements; accepting the dedication**
9 **of the public rights-of-way, easements, and other dedicated portions as shown**
10 **on the plat; providing directions to the City Clerk; and providing an immediate**
11 **effective date.**

12 **WHEREAS**, on April 24, 2018, the Development Review Board approved the design plat of the
13 subject property with conditions (Petition No. DB-18-17 SUB); and

14 **WHEREAS**, on December 6, 2018, the City Commission approved the design plat with
15 conditions and in accordance with the City of Gainesville Land Development Code, Chapter 30
16 of the Code of Ordinances (“LDC”) (Legistar No. 171022); and

17 **WHEREAS**, the owner has submitted a final plat that substantially conforms to the design plat
18 approved by the City Commission; and

19 **WHEREAS**, in accordance with LDC Section 30-3.39, the owner has submitted a security
20 agreement to secure the construction and completion of required public improvements; and

21 **WHEREAS**, the owner thereby requests the City Commission to accept and approve the final
22 plat in accordance with LDC Section 30-3.37 and Chapter 177 of the Florida Statutes; and

23 **WHEREAS**, the City Commission finds that the final plat described herein is consistent with the
24 City of Gainesville Comprehensive Plan.

25 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE,**
26 **FLORIDA:**

27
28 **SECTION 1.** The final plat of “OAKS PRESERVE PHASE III & IV, A CLUSTER SUBDIVISION” is

1 accepted and approved by the City Commission on the property lying in the City of Gainesville,
2 Alachua County, Florida, that is described in **Exhibit A** attached hereto and made a part
3 hereof as if set forth in full.

4 **SECTION 2.** The City Manager is authorized to execute the Security Agreement for Construction
5 of Public Improvements with a surety bond attached as **Exhibit B**, in accordance with Section
6 30-3.39 and Section 30-6.6 of the Land Development Code, to secure the construction and
7 completion of the subdivision improvements required under the ordinances of the City of
8 Gainesville.

9 **SECTION 3.** The City Clerk is authorized and directed to affix her signature to the record plat on
10 behalf of the City Commission and accept the dedication of public rights-of-way, easements,
11 and other dedicated portions as shown on the plat.

12 **SECTION 4.** This resolution shall be effective immediately upon adoption.

13
14 **PASSED AND ADOPTED** this _____ day of September, 2024.

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HARVEY L. WARD, JR.
MAYOR

21 Attest:

Approved as to form and legality:

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25

KRISTEN J. BRYANT
CITY CLERK

DANIEL M. NEE
CITY ATTORNEY

26
27
28

SCHEDULE A

Legal Description of Additional Property

OAKS PRESERVE PHASES III & IV (COMBINED)

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES, 16 MINUTES, 26 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1490.64 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF PATTON'S SURVEY AS RECORDED IN PLAT BOOK "A", PAGE 21&1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES, 16 MINUTES, 26 SECONDS EAST, ALONG SAID SOUTH LINE OF SECTION 22 AND ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 465.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES, 59 MINUTES, 04 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 277.28 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 820, PAGE 785 OF SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES, 16 MINUTES, 13 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 515.00 FEET; THENCE NORTH 00 DEGREES, 43 MINUTES, 47 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES, 16 MINUTES, 13 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES, 43 MINUTES, 47 SECONDS WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 89 DEGREES, 16 MINUTES, 13 SECONDS EAST, A DISTANCE OF 380.00 FEET; THENCE NORTH 00 DEGREES, 43 MINUTES, 47 SECONDS WEST, A DISTANCE OF 1.03 FEET; THENCE NORTH 89 DEGREES, 16 MINUTES, 13 SECONDS EAST, A DISTANCE OF 58.64 FEET; THENCE NORTH 49 DEGREES, 06 MINUTES, 32 SECONDS EAST, A DISTANCE OF 54.65 FEET; THENCE SOUTH 40 DEGREES, 53 MINUTES, 28 SECONDS EAST, A DISTANCE OF 1.89 FEET; THENCE NORTH 49 DEGREES, 06 MINUTES, 32 SECONDS EAST, A DISTANCE OF 101.58 FEET; THENCE NORTH 42 DEGREES, 35 MINUTES, 23 SECONDS WEST, A DISTANCE OF 24.24 FEET TO A POINT LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.43 FEET; THENCE NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 99 DEGREES, 13 MINUTES, 12 SECONDS, A DISTANCE OF 42.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 29 DEGREES, 08 MINUTES, 56 SECONDS WEST, 37.22 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 88.16 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33 DEGREES, 14 MINUTES, 37 SECONDS, A DISTANCE OF 51.15 FEET, SAID ARC BEING SUBTENDED BY A

EXHIBIT A TO RESOLUTION NO. 2024-663

CHORD, HAVING A BEARING AND DISTANCE OF NORTH 01 DEGREES, 48 MINUTES, 10 SECONDS EAST, 50.44 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.99 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES, 16 MINUTES, 58 SECONDS, A DISTANCE OF 52.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 38 DEGREES, 29 MINUTES, 14 SECONDS EAST, 48.30 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 138 DEGREES, 16 MINUTES, 08 SECONDS, A DISTANCE OF 37.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 03 DEGREES, 20 MINUTES, 02 SECONDS EAST, 28.79 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 44.01 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81 DEGREES, 54 MINUTES, 12 SECONDS, A DISTANCE OF 62.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 17 DEGREES, 31 MINUTES, 13 SECONDS WEST, 57.70 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.83 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES, 50 MINUTES, 48 SECONDS, A DISTANCE OF 20.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 03 DEGREES, 41 MINUTES, 46 SECONDS EAST, 20.05 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 66.34 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES, 01 MINUTES, 56 SECONDS, A DISTANCE OF 30.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 26 DEGREES, 18 MINUTES, 48 SECONDS WEST, 29.88 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 218.31 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES, 31 MINUTES, 22 SECONDS, A DISTANCE OF 120.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 66 DEGREES, 35 MINUTES, 22 SECONDS WEST, 118.60 FEET, THE END OF SAID CURVE LYING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 21.89 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78 DEGREES, 09 MINUTES, 19 SECONDS, A DISTANCE OF 29.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF NORTH 26 DEGREES, 43 MINUTES, 30 SECONDS WEST, 27.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 15 DEGREES, 14 MINUTES, 35 SECONDS EAST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 21.16 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1070, PAGE 809

OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES, 15 MINUTES, 34 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 455.22 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF THE LANDS RECORDED IN OFFICIAL RECORDS BOOK 3875, PAGE 349 OF SAID PUBLIC RECORDS; THENCE NORTH 01 DEGREE, 40 MINUTES, 12 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 35.71 FEET; THENCE SOUTH 83 DEGREES, 21 MINUTES, 48 SECONDS WEST, A DISTANCE OF 100.60 FEET; THENCE NORTH 89 DEGREES, 48 MINUTES, 30 SECONDS WEST, A DISTANCE OF 138.95 FEET; THENCE NORTH 64 DEGREES, 18 MINUTES, 12 SECONDS WEST, A DISTANCE OF 221.22 FEET; THENCE SOUTH 72 DEGREES, 30 MINUTES, 33 SECONDS WEST, A DISTANCE OF 89.53 FEET; THENCE SOUTH 27 DEGREES, 40 MINUTES, 09 SECONDS WEST, A DISTANCE OF 102.60 FEET; THENCE SOUTH 01 DEGREE, 01 MINUTE, 11 SECONDS EAST, A DISTANCE OF 163.38 FEET; THENCE SOUTH 88 DEGREES, 58 MINUTES, 49 SECONDS WEST, A DISTANCE OF 148.64 FEET; THENCE SOUTH 01 DEGREE, 01 MINUTE, 11 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 88 DEGREES, 58 MINUTES, 49 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01 DEGREE, 01 MINUTE, 11 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 88 DEGREES, 58 MINUTES, 49 SECONDS WEST, A DISTANCE OF 455.00 FEET; THENCE NORTH 01 DEGREE, 01 MINUTE, 11 SECONDS WEST, A DISTANCE OF 73.50 FEET; THENCE SOUTH 88 DEGREES, 58 MINUTES, 49 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01 DEGREE, 01 MINUTE, 11 SECONDS WEST, A DISTANCE OF 275.36 FEET; THENCE NORTH 08 DEGREES, 35 MINUTES, 13 SECONDS EAST, A DISTANCE OF 52.66 FEET; THENCE NORTH 35 DEGREES, 02 MINUTES, 49 SECONDS EAST, A DISTANCE OF 88.78 FEET; THENCE NORTH 68 DEGREES, 45 MINUTES, 16 SECONDS EAST, A DISTANCE OF 79.41 FEET; THENCE NORTH 88 DEGREES, 58 MINUTES, 49 SECONDS EAST, A DISTANCE OF 124.43 FEET; THENCE NORTH 01 DEGREE, 01 MINUTE, 11 SECONDS WEST, A DISTANCE OF 233.26 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 5 OF PATTON'S SURVEY AS RECORDED IN PLAT BOOK "A", PAGE 21&1/2 OF SAID PUBLIC RECORDS; THENCE SOUTH 88 DEGREES, 55 MINUTES, 00 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 568.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00 DEGREES, 59 MINUTES, 22 SECONDS EAST, ALONG THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID PATTON'S SURVEY, A DISTANCE OF 992.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, A DISTANCE OF 658.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 AND TO A POINT ON THE WEST LINE OF LOT 1 OF SAID PATTON'S SURVEY; THENCE SOUTH 01 DEGREE, 01 MINUTE, 31 SECONDS EAST, A DISTANCE OF 329.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

CONTAINING 33.78 ACRES, MORE OR LESS.

OAKS PRESERVE PHASES III & IV, A CLUSTER SUBDIVISION

PLAT BOOK _____, PAGE _____
SHEET 2 OF 5

SITUATED IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 1, 3, 4 & 5 OF PATTON'S SURVEY, PLAT BOOK "A", PAGE 21&1/2, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C10	90°00'00"	40.00'	62.83'	56.57'	40.00'	N 43°58'49" E
C11	90°00'00"	40.00'	62.83'	56.57'	40.00'	N 46°01'11" W
C12	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 43°58'49" W
C13	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 46°01'11" W
C14	7°57'41"	210.00'	29.18'	29.16'	14.61'	N 87°02'20" W
C15	14°09'43"	210.00'	51.91'	51.77'	26.09'	N 75°58'38" W
C16	11°35'45"	210.00'	42.50'	42.43'	21.32'	N 63°05'54" W
C17	5°34'23"	150.00'	14.59'	14.58'	7.30'	N 60°05'13" W
C18	14°58'34"	150.00'	39.21'	39.10'	19.72'	N 70°21'42" W
C19	10°31'02"	15.00'	27.01'	23.51'	18.92'	S 50°33'55" W
C20	20°32'58"	150.00'	53.80'	53.51'	27.19'	S 67°34'31" E
C21	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 46°01'11" E
C22	30°20'06"	65.00'	34.41'	34.01'	17.62'	N 75°51'08" W
C23	40°26'53"	65.00'	45.89'	44.94'	23.95'	N 40°27'39" W
C24	19°13'01"	65.00'	21.80'	21.70'	11.00'	N 10°37'42" W
C25	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 46°01'11" W

Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C26	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 43°58'49" E
C27	23°46'40"	65.00'	26.98'	26.78'	13.68'	N 10°52'09" E
C28	39°31'25"	65.00'	44.84'	43.95'	23.35'	N 42°31'12" E
C29	18°30'02"	65.00'	20.99'	20.90'	10.59'	N 71°31'55" E
C30	8°11'53"	65.00'	9.30'	9.29'	4.66'	N 84°52'53" E
C31	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 43°58'49" E
C32	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 46°01'11" W
C33	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 43°58'49" W
C34	82°08'34"	15.00'	21.50'	19.71'	13.07'	S 42°05'28" E
C35	11°50'01"	210.00'	43.37'	43.30'	21.76'	S 77°14'45" E
C36	14°01'43"	210.00'	51.42'	51.29'	25.84'	S 64°18'53" E
C37	1°54'00"	150.00'	4.97'	4.97'	2.49'	S 58°15'01" E
C38	14°59'23"	150.00'	39.24'	39.13'	19.73'	S 66°41'42" E
C39	106°49'47"	15.00'	27.97'	24.09'	20.21'	N 52°23'43" E
C40	16°53'22"	150.00'	44.22'	44.06'	22.27'	N 65°44'43" W
C41	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 46°01'11" E

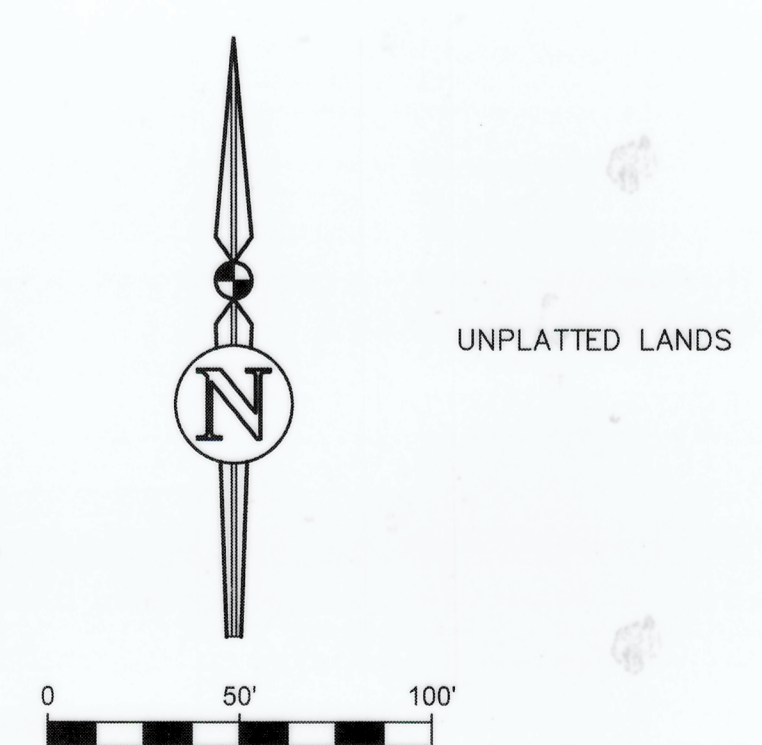
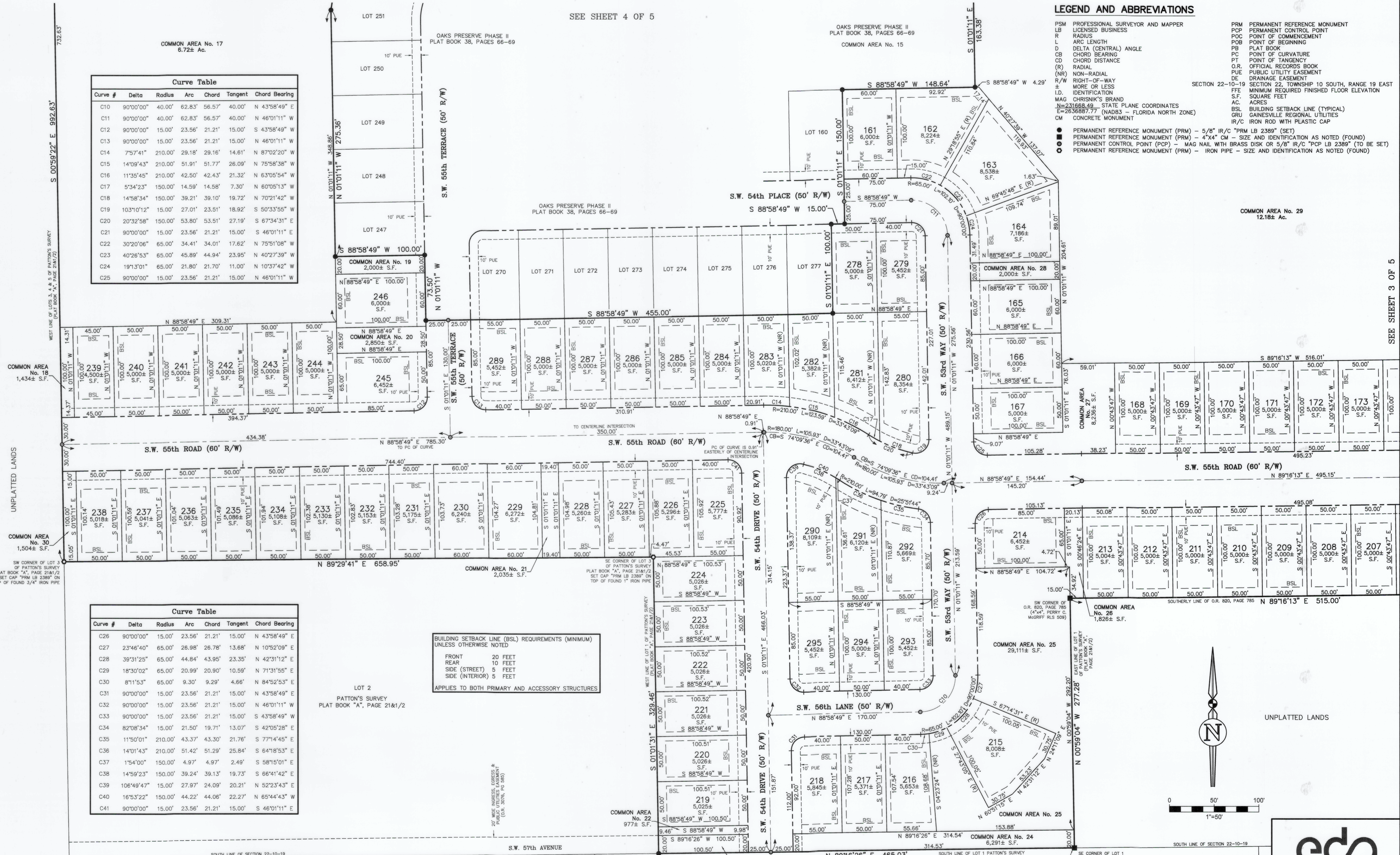
BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM) UNLESS OTHERWISE NOTED

FRONT 20 FEET
 REAR 10 FEET
 SIDE (STREET) 5 FEET
 SIDE (INTERIOR) 5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

LEGEND AND ABBREVIATIONS

- PSM PROFESSIONAL SURVEYOR AND MAPPER
 - IBS LICENSED BUSINESS SURVEYOR
 - R RADIUS
 - L ARC LENGTH
 - Δ DELTA (CENTRAL) ANGLE
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - (R) RADIAL
 - (NR) NON-RADIAL
 - R/W RIGHT-OF-WAY MORE OR LESS
 - I.D. IDENTIFICATION
 - MAG. CHRSNIK'S BRAND
 - Mag. #231668-49 STATE PLANE COORDINATES
 - E=2636887.77 (NAD83 - FLORIDA NORTH ZONE)
 - CM CONCRETE MONUMENT
 - PRM PERMANENT REFERENCE MONUMENT
 - PCP PERMANENT CONTROL POINT
 - PB PLAT BOOK
 - POB POINT OF BEGINNING
 - PC POINT OF COMMENCEMENT
 - PCV POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - O.R. OFFICIAL RECORDS BOOK
 - PUE PUBLIC UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - FF MINIMUM REQUIRED FINISHED FLOOR ELEVATION
 - S.F. SQUARE FEET
 - AC ACRES
 - BSL BUILDING SETBACK LINE (TYPICAL)
 - GRU GAINESVILLE REGIONAL UTILITIES
 - IR/C IRON ROD WITH PLASTIC CAP
- SECTION 22-10-19 SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
- PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)
 - PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
 - PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
 - PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)



Plotted Mar. 25, 2024 - 13:07:21 - edocms

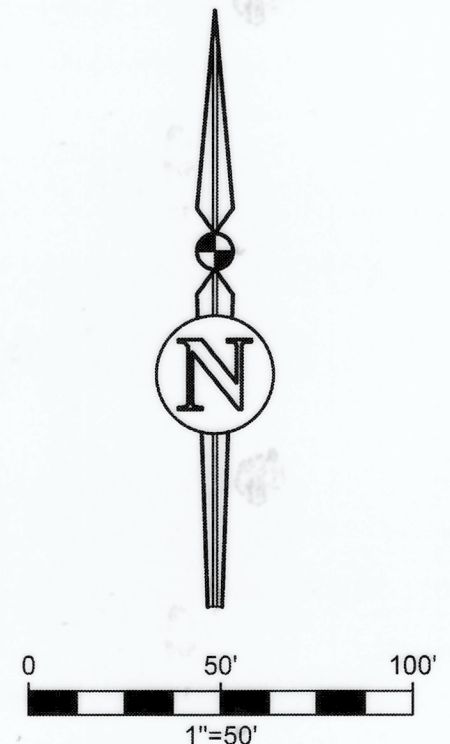
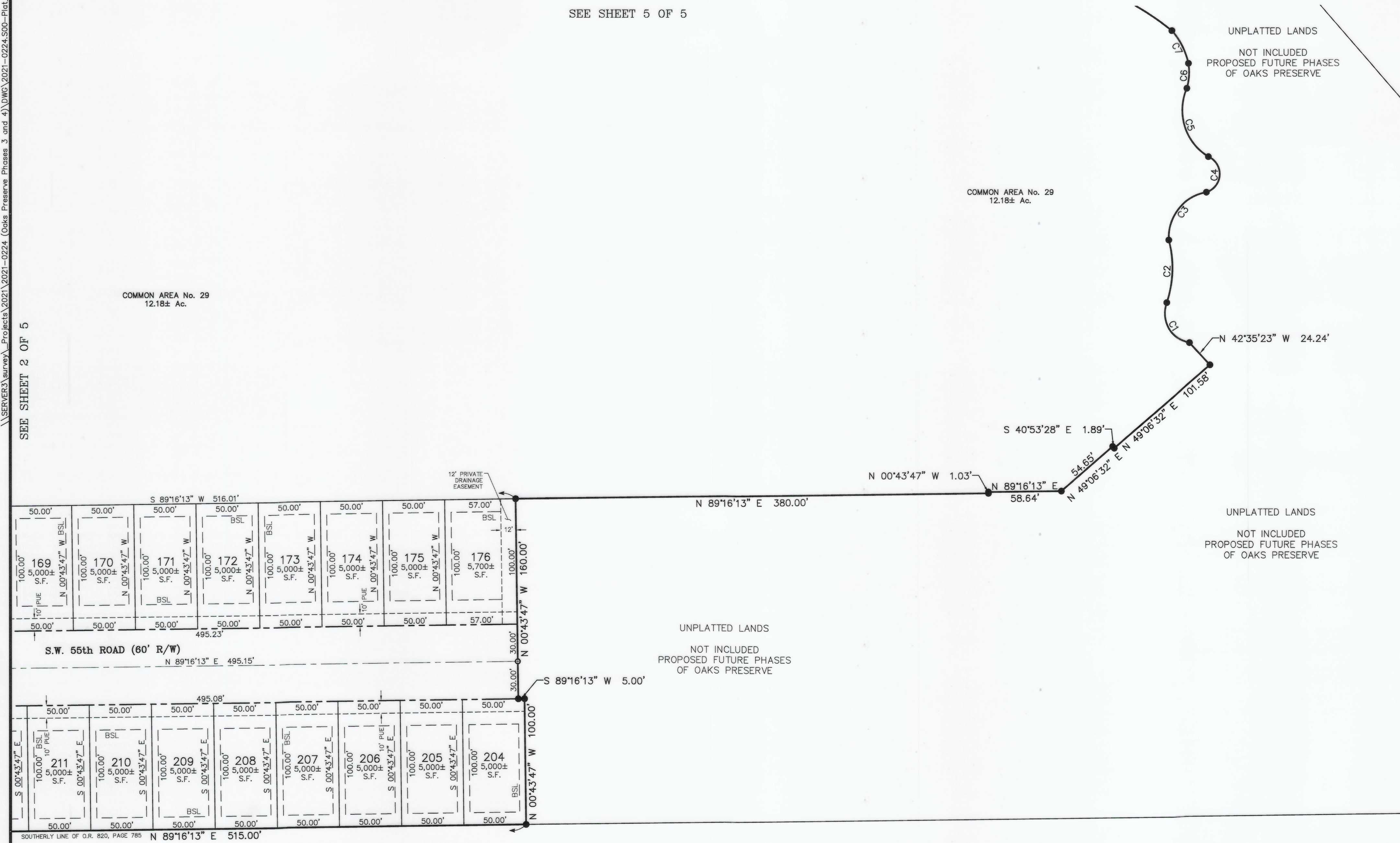
SEE SHEET 3 OF 5

OAKS PRESERVE PHASES III & IV, A CLUSTER SUBDIVISION

PLAT BOOK ____, PAGE ____
SHEET 3 OF 5

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SEE SHEET 5 OF 5



Curve Table						
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C2	33°14'37"	88.16'	51.15'	50.44'	26.32'	N 01°48'10" E
C3	84°16'58"	35.99'	52.95'	48.30'	32.57'	N 38°29'14" E
C4	138°16'08"	15.40'	37.17'	28.79'	40.41'	N 03°20'02" E
C5	81°54'12"	44.01'	62.92'	57.70'	38.20'	N 17°31'13" W
C6	25°50'48"	44.83'	20.22'	20.05'	10.29'	N 03°41'46" E
C7	26°01'56"	66.34'	30.14'	29.88'	15.33'	N 26°18'48" W

LEGEND AND ABBREVIATIONS

- PSM PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R RADIUS
- L ARC LENGTH
- D DELTA (CENTRAL) ANGLE
- CB CHORD BEARING
- CD CHORD DISTANCE
- (R) RADIAL
- (NR) NON-RADIAL
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- ± MORE OR LESS
- I.D. IDENTIFICATION
- MAG CHRISNIK'S BRAND
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- DE DRAINAGE EASEMENT
- FFE MINIMUM REQUIRED FINISHED FLOOR ELEVATION
- S.F. SQUARE FEET
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- BSL BUILDING SETBACK LINE (TYPICAL)
- GRU GAINESVILLE REGIONAL UTILITIES
- IR/C IRON ROD WITH PLASTIC CAP
- PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)
- PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
- PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
- PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM)
UNLESS OTHERWISE NOTED

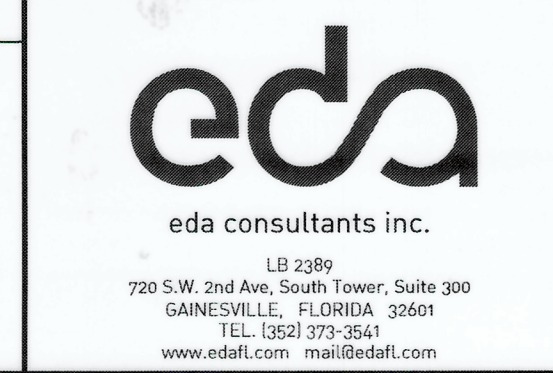
- FRONT 20 FEET
- REAR 10 FEET
- SIDE (STREET) 5 FEET
- SIDE (INTERIOR) 5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

SEE SHEET 2 OF 5

SOUTH LINE OF SECTION 22-10-19

Plotted Mar 25, 2024 - 13:07:21 - aboone



OAKS PRESERVE PHASES III & IV, A CLUSTER SUBDIVISION

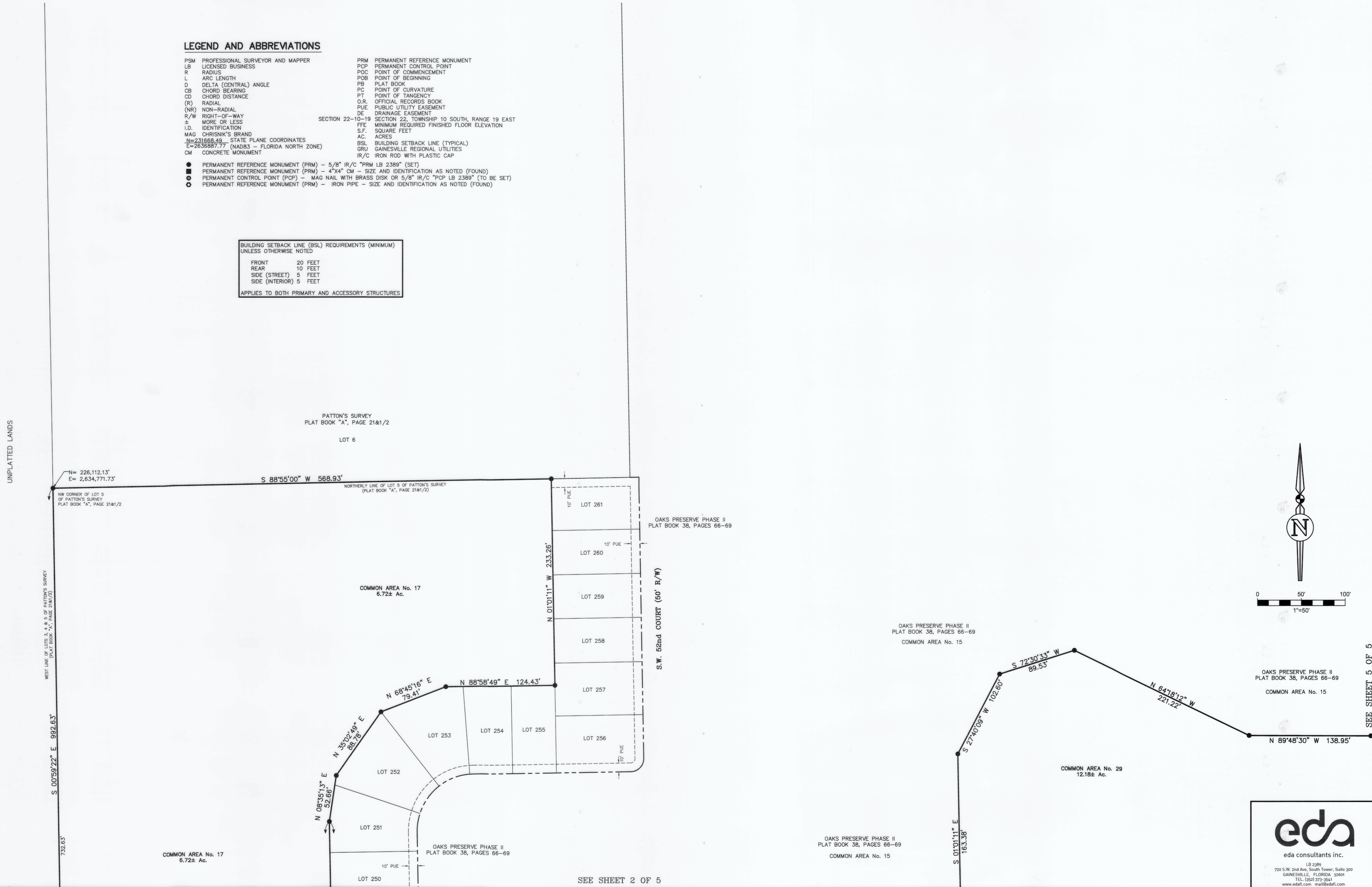
PLAT BOOK ____, PAGE ____
SHEET 4 OF 5

SITUATED IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 1, 3, 4 & 5 OF PATTON'S SURVEY, PLAT BOOK "A", PAGE 21&1/2, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

LEGEND AND ABBREVIATIONS

- | | |
|---|---|
| PSM PROFESSIONAL SURVEYOR AND MAPPER | PRM PERMANENT REFERENCE MONUMENT |
| LB LICENSED BUSINESS | PCP PERMANENT CONTROL POINT |
| R RADIUS | POC POINT OF COMMENCEMENT |
| L ARC LENGTH | POB POINT OF BEGINNING |
| D DELTA (CENTRAL) ANGLE | PB PLAT BOOK |
| CB CHORD BEARING | PC POINT OF CURVATURE |
| CD CHORD DISTANCE | PT POINT OF TANGENCY |
| (R) RADIAL | O.R. OFFICIAL RECORDS BOOK |
| (NR) NON-RADIAL | PUE PUBLIC UTILITY EASEMENT |
| R/W RIGHT-OF-WAY | DE DRAINAGE EASEMENT |
| + MORE OR LESS | SECTION 22-10-19 SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST |
| I.D. IDENTIFICATION | FFE MINIMUM REQUIRED FINISHED FLOOR ELEVATION |
| MAG CHRISNIK'S BRAND | S.F. SQUARE FEET |
| N=231658.49 STATE PLANE COORDINATES | AC. ACRES |
| E=2636887.77 (NAD83 - FLORIDA NORTH ZONE) | B.S.L. BUILDING SETBACK LINE (TYPICAL) |
| CM CONCRETE MONUMENT | GRU GAINESVILLE REGIONAL UTILITIES |
| | IR/C IRON ROD WITH PLASTIC CAP |
-
- PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)
 - PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
 - PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
 - PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM) UNLESS OTHERWISE NOTED	
FRONT	20 FEET
REAR	10 FEET
SIDE (STREET)	5 FEET
SIDE (INTERIOR)	5 FEET
APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES	



Plotted Mar. 25, 2024 - 13:07:21 - alocnie

SEE SHEET 5 OF 5

eda
eda consultants inc.
LB 2389
728 S.W. 2nd Ave., South Tower, Suite 300
GAINESVILLE, FLORIDA 32609
TEL: (352) 373-2641
www.edafl.com email:ledafl.com

OAKS PRESERVE PHASES III & IV, A CLUSTER SUBDIVISION

PLAT BOOK ____, PAGE ____
SHEET 5 OF 5

SITUATED IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 1, 3, 4 & 5 OF PATTON'S SURVEY, PLAT BOOK "A", PAGE 21&1/2, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

\\SERVERS3\Survey\Projects\2021\2021-0224 (Oaks Preserve Phases 3 and 4)\DWG\2021-0224-000-Plat_Phase_3_and_4.dwg - Sheet 5
 Plotted: Mar 25, 2024 - 13:07:21 - d:\home



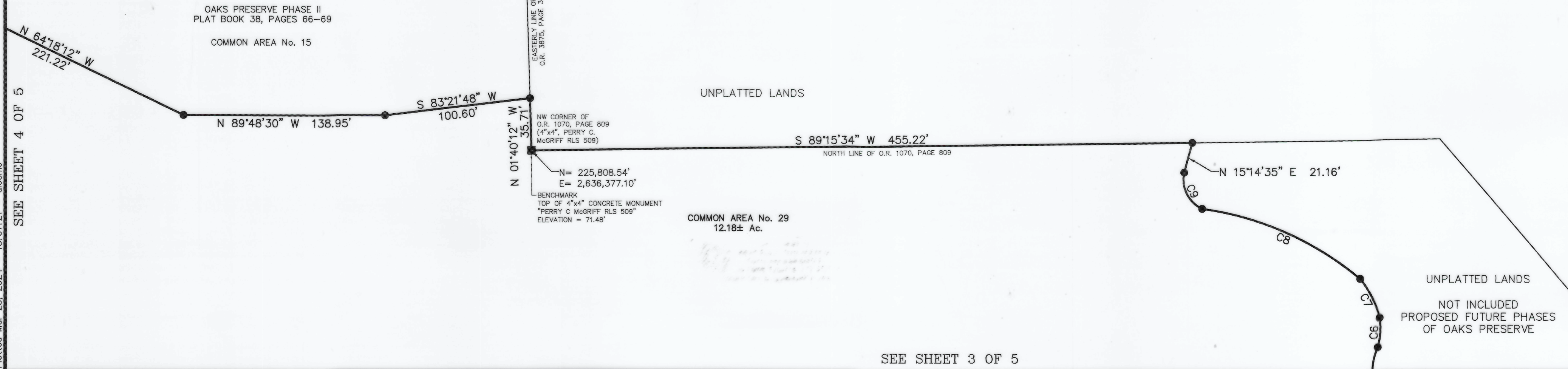
LEGEND AND ABBREVIATIONS

- | | | | |
|--------------|----------------------------------|------------------|--|
| PSM | PROFESSIONAL SURVEYOR AND MAPPER | PRM | PERMANENT REFERENCE MONUMENT |
| LB | LICENSED BUSINESS | PCP | PERMANENT CONTROL POINT |
| R | RADIUS | POC | POINT OF COMMENCEMENT |
| L | ARC LENGTH | POB | POINT OF BEGINNING |
| D | DELTA (CENTRAL) ANGLE | PB | PLAT BOOK |
| CB | CHORD BEARING | PC | POINT OF CURVATURE |
| CD | CHORD DISTANCE | PT | POINT OF TANGENCY |
| (R) | RADIAL | O.R. | OFFICIAL RECORDS BOOK |
| (NR) | NON-RADIAL | PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT-OF-WAY | DE | DRAINAGE EASEMENT |
| ± | MORE OR LESS | SECTION 22-10-19 | SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST |
| I.D. | IDENTIFICATION | F.F.E. | MINIMUM REQUIRED FINISHED FLOOR ELEVATION |
| MAG | CHRISNIK'S BRAND | S.F. | SQUARE FEET |
| N=231668.49 | STATE PLANE COORDINATES | AC. | ACRES |
| E=2636887.77 | (NAD83 - FLORIDA NORTH ZONE) | B.S.L. | BUILDING SETBACK LINE (TYPICAL) |
| CM | CONCRETE MONUMENT | GRU | GAINESVILLE REGIONAL UTILITIES |
| | | IR/C | IRON ROD WITH PLASTIC CAP |
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 - PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

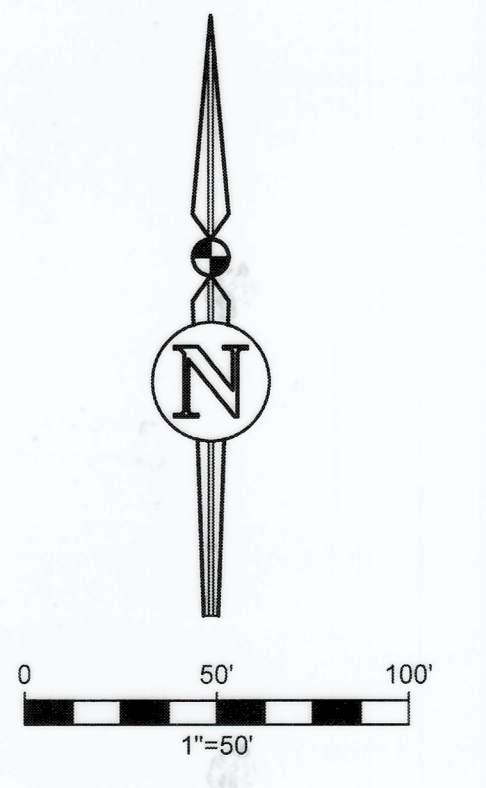
BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM) UNLESS OTHERWISE NOTED	
FRONT	20 FEET
REAR	10 FEET
SIDE (STREET)	5 FEET
SIDE (INTERIOR)	5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

Curve Table						
Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C6	25°50'48"	44.83'	20.22'	20.05'	10.29'	N 03°41'46" E
C7	26°01'56"	66.34'	30.14'	29.88'	15.33'	N 26°18'48" W
C8	31°31'22"	218.31'	120.11'	118.60'	61.62'	N 66°35'22" W
C9	78°09'19"	21.89'	29.86'	27.60'	17.77'	N 26°43'30" W



SEE SHEET 3 OF 5



eda
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TEL: (352) 373-2541
www.edafl.com mail@edafl.com

EXHIBIT B TO RESOLUTION NO. 2024-663

Bond No. 2357569

SECURITY AGREEMENT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 20____, by and between the **City of Gainesville, Florida**, a municipal corporation ("City"), Hughes Brothers Construction, Inc., a _____ ("Contractor") Forestar (USA) Real Estate Group Inc., a DE corporation ("Developer"), and Swiss Re Corporate Solutions America Insurance Corporation, a MO corporation ("Issuer").

WITNESSETH

WHEREAS, as the fee simple owner and developer of the subject property located in the City of Gainesville, the Developer has applied to the City for final plat approval of a subdivision named the Oaks Preserve Phase 3 & 4 subdivision ("Subdivision"); and

WHEREAS, the City has approved the construction plans and specifications ("Construction Plans") that the Developer submitted pursuant to Section 30-3.37 of the City of Gainesville Land Development Code for all subdivision public improvements required pursuant to the approved design plat, Sections 30-3.38 and 30-6.6 of the Land Development Code, the Public Works Design Manual, and all other applicable local, state, and federal regulations ("Public Improvements"); and

WHEREAS, pursuant to Section 30-3.39 of the Land Development Code, no final plat of any subdivision shall be approved by the City unless one of the forms of security allowed for in Section 30-3.39 ("Security") has been provided to the City, conditioned to secure the construction and completion of the Public Improvements described in the Construction Plans in a satisfactory manner within 12 months from the date of final plat approval; and

WHEREAS, the Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 120 percent of the total cost to construct and complete the Public Improvements provided in the Subdivision. The total cost of construction shall be indicated in an executed, itemized contract verified by a private engineer acting for the Developer or in a professional engineer's signed and sealed estimate, and shall be verified and approved by the Public Works Director or designee. Improvements otherwise covered by a separate security agreement between the Developer and the City and those improvements already constructed and approved by the Public Works Director or designee shall not be included when determining the cost of improvements subject to this Agreement; and

WHEREAS, the estimated total cost to construct and complete the Public Improvements is \$3,586,361.75. Therefore, the Developer shall provide Security in an amount equal to or greater than \$4,303,634.10; and

WHEREAS, this Agreement and the Security provided herein is separate and distinct from the maintenance security that the Developer shall also comply with in accordance with Section 30-3.39 of the Land Development Code.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

EXHIBIT B TO RESOLUTION NO. 2024-663

1. **Effective Date and Term.** This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below ("Effective Date") and shall remain in effect until the Security has been released in accordance with Section 3 of this Agreement.

2. **Security.** The Developer shall provide, on the same date as the Effective Date of this Agreement, the following form(s) of Security for the Developer's construction and completion of the Public Improvements. The Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 120 percent of the total cost to construct and complete the Public Improvements provided in the Subdivision, which sum shall be verified and approved by the City Manager or designee. Any surety bond, letter of credit, or construction loan agreement provided in accordance with this section shall be attached to this Agreement as **Exhibit A** and shall be incorporated herein as if set forth in full. In the event of any conflict or inconsistency between this Agreement and the Security forms attached as **Exhibit A**, the terms of this Agreement shall prevail. *(Complete the applicable below.)*
 - **Cash Deposit:** Developer shall deposit with the City Director of Management and Budget a cash deposit in the amount of _____, lawful money of the United States of America. Interest earned on the cash deposit shall be for the account and to the credit of the person or persons making such deposit.
 - X **Surety Bond:** Developer shall cause Issuer to issue to the City, as beneficiary, a Surety Bond in the amount of \$4,303,634.10, lawful money of the United States of America. The Issuer shall be a surety company authorized to do business in the state of Florida with a rating of not lower or less than A-XII as rated by A.M. Best Company, Inc. The Surety Bond shall be executed by both the Developer and the Contractor.
 - **Irrevocable and Unconditional Letter of Credit:** Developer shall cause Issuer to issue to the City, as beneficiary, an Irrevocable and Unconditional Letter of Credit in the amount of _____, lawful money of the United States of America. The Issuer shall be a Florida bank. The Security issued shall, by its terms, be irrevocable, unconditional, and provide for drafts to be honored at a banking location within Alachua County, Florida.
 - **Construction Loan Agreement:** Developer shall deposit with the City a certified copy of a Construction Loan Agreement between Issuer and the Developer in the amount of _____, lawful money of the United States of America. The Construction Loan Agreement, by its terms, shall be for the benefit of and satisfactory to the City. The Issuer shall make payments on the proceeds of the loan to the City in accordance with Section 3 of this Agreement. No payments of proceeds of the portion of the loan reserved for Public Improvements shall be made to anyone until the City has approved the payment, which approval the City shall give only in accordance with the terms specified in Section 3 of this Agreement for partial releases of Security.

3. **Terms of Security.** The Developer shall construct and complete the Public Improvements within 12 months from the date of final plat approval, as evidenced by the inspection and written approval of the City's Public Works Director or designee. In the event the Developer has not completed construction of the Public Improvements and received approval of the City for same within 12 months from the date of final plat approval, the Developer shall be deemed in default and the City shall have the right without prior notice to Developer to draw on the Security in such amount as the City deems necessary to complete construction of that portion of the Public Improvements that have not been completed.

EXHIBIT B TO RESOLUTION NO. 2024-663

Upon the Developer's completion of any portion of the Public Improvements, as evidenced by the inspection and written approval of the City's Public Works Director or designee, and the Developer providing the City with the appropriate maintenance security required by Section 30-3.39 of the Land Development Code, a portion of the Security may be released in an amount equal to the City-approved costs of such completed Public Improvements. However, at no time before all Public Improvements have been completed and so certified by the City shall the balance of the Security be reduced to less than 30 percent of the estimated total cost to construct and complete all Public Improvements as written above. If the Developer completes the construction of all Public Improvements, with inspection and written approval by the City, and provides the appropriate maintenance security required by Section 30-3.39 of the Land Development Code, then the Security shall be released.

4. ***Developer's Responsibilities.*** Within 12 months from the date of final plat approval, the Developer shall construct and complete the Public Improvements, as evidenced by the inspection and written approval of the City's Public Works Director or designee. Should the Contractor, in acting for the Developer, not construct the Public Improvements as provided for in this Agreement, the Developer agrees to retain another contractor within 30 days of the original Contractor's default for the purpose of constructing the Public Improvements. In accordance with Section 30-3.39 of the Land Development Code, the Developer warrants any completed Public Improvements against all defects in materials and construction workmanship and also against design defects, and shall provide maintenance security for same.
5. ***Contractor's Responsibilities.*** The Contractor agrees to construct the Public Improvements in a reasonably diligent manner to ensure completion of all Public Improvements within the time specified in Section 3 of this Agreement.
6. ***City's Responsibilities.*** The City agrees to fulfill its responsibilities as required by the provisions of the City's Land Development Code, as may be amended from time to time.
7. ***Issuer's Responsibilities.*** This section is applicable only if the Developer provided Security to the City in the form of a surety bond, an irrevocable and unconditional letter of credit, or a construction loan agreement. The Issuer agrees that the Security shall remain valid for the term of this Agreement and shall be maintained and administered in accordance with this Agreement, including the provisions specified in Section 2 of this Agreement, and that any disbursement or release of the Security during the term of this Agreement shall not be made without the express written approval and certification of the City. In the event the Security can only be issued for a limited term, the Security shall provide for automatic extensions, without requiring written amendment, for successive periods as necessary to include the full term of this Agreement. In addition, the Issuer shall provide written notice to the City at least 60 calendar days in advance of any expiration date, in the event the term of the Security will not be extended beyond the then current expiration date.
8. ***Inspection.*** During the term of this Agreement, the City may inspect the Subdivision at any time during reasonable business hours to determine if Developer has complied with this Agreement.
9. ***Relationship.*** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and the Developer, the Contractor, or the Issuer. The Developer, the Contractor, or the Issuer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its

EXHIBIT B TO RESOLUTION NO. 2024-663

own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.

10. **Bankruptcy.** The filing by the Developer, the Contractor, or the Issuer of a petition for relief under federal bankruptcy laws or any other similar law or statute of the United States, or the entry of an order or decree appointing a receiver of the Developer, the Contractor, or the Issuer or their respective assets, shall not affect the Security or the City's rights under this Agreement.
11. **Modification and Waiver.** This Agreement may only be modified or waived in writing signed by all the parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
12. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. Any legal action, in equity or law, with respect to this Agreement shall be brought and heard in Alachua County, Florida.
13. **Sovereign Immunity.** Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
14. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.
15. **Captions.** The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.
17. **Successors and Assigns.** No parties to this Agreement shall assign or transfer any interest in this Agreement without the prior written consent of the other parties. The parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.
18. **Time.** Time is of the essence in this Agreement. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next business day.
19. **Notices.** Any notices pursuant to this Agreement shall be effective upon receipt and sent by either certified mail, return receipt requested, overnight courier service, or delivered in person to the following addresses:

EXHIBIT B TO RESOLUTION NO. 2024-663

To the City: City Manager
City of Gainesville
P.O. Box 490, Station 6
Gainesville, Florida 32602-0490

With a copy: Director of Public Works
City of Gainesville
P.O. Box 490, Station 58
Gainesville, Florida 32602-0490

To the Developer: Forestar (USA) Real Estate Group Inc
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

Telephone: _____
Fax: _____

To the Contractor: Hughes Brothers Construction, Inc.

Telephone: _____
Fax: _____

To the Issuer: Swiss Re Corporate Solutions America Insurance Corporation
1200 MAIN ST. SUITE 800
KANSAS CITY, MO 64105

Telephone: (816) 235-3700
Fax: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials on the dates written below.

WITNESSES:

CITY OF GAINESVILLE

Sign: _____

By: _____
City Manager

Print Name: _____

Sign: _____

Print Name: _____

EXHIBIT B TO RESOLUTION NO. 2024-663

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Russ Blackburn, City Manager of the City of Gainesville. He personally appeared before me and is: (check one of the below)

personally known to me, or
 produced the following type of identification: _____

Executed and sealed by me on _____

Notary Public
Print Name: _____
My Commission expires: __/__/__

WITNESSES:

Sign: *Kirsten Schaefer*
Print Name: Kirsten Schaefer

Sign: *Stumpert*
Print Name: Stumpert

Forestar (USA) Real Estate Group Inc.

By: *[Signature]*
Print Name: Anthony Squitieri
Title: Vice President

STATE OF FLORIDA
COUNTY OF Sarasota

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Anthony Squitieri as Vice President for and on behalf of Forestar USA Real Estate Group Inc. He/she personally appeared before me and is: (check one of the below)

personally known to me, or
 produced the following type of identification: _____

Executed and sealed by me on June 20, 2024

EXHIBIT B TO RESOLUTION NO. 2024-663



Brandy Kelley
Notary Public
Print Name: Brandy Kelley
My Commission expires: 8/12/2027

WITNESSES:

Hughes Brothers Construction, Inc.

Sign: [Signature]
Print Name: AUSTIN MCCLELLAN

By: [Signature]
Print Name: Chad Hughes
Title: President

Sign: [Signature]
Print Name: Blake H. Guyon

STATE OF FLORIDA
COUNTY OF Sumter

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Chad Hughes as President for and on behalf of Hughes Brothers Construction. He/she personally appeared before me and is: (check one of the below)

personally known to me, or
 produced the following type of identification: _____

Executed and sealed by me on August 13th 2024



Rachael Mundorff
Notary Public
Print Name: Rachael Mundorff
My Commission expires: 2/28/25

EXHIBIT B TO RESOLUTION NO. 2024-663

WITNESSES:

Sign: *Amy Waugh*

Print Name: Amy Waugh

Sign: *Leslie Grimes*

Print Name: Leslie Grimes

Swiss Re Corporate Solutions America Insurance Corporation

By: *Noah William Pierce*

Print Name: Noah William Pierce

Title: Attorney-In-Fact



STATE OF North Carolina
COUNTY OF Rowan

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Noah William Pierce, as Attorney-In-Fact for and on behalf of Swiss Re Corporate Solutions America Insurance Corporation. He/she personally appeared before me and is: (check one of the below)

X personally known to me, or

_____ produced the following type of identification: _____

Executed and sealed by me on June 18, 2024.

Bryan M Caneschi

Notary Public

Print Name: Bryan M Caneschi

My Commission expires: 4/4/27

EXHIBIT B TO RESOLUTION NO. 2024-663

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

REBECCA E. CANO, AMY R. WAUGH, JYNELL MARIE WHITEHEAD and NOAH WILLIAM PIERCE

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



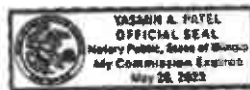
IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of APRIL, 20 22.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook

SS

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of June, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC