

RESOLUTION NO. 150258

PASSED – September 3, 2015

A Resolution of the City of Gainesville, Florida, approving the final plat of “Weschester Cluster Subdivision Phase IV”, located generally on the north side of NW 82nd Boulevard between NW 54th Terrace on the west and the west boundary of Phase I closest to NW 51st Drive on the east; accepting the dedication of the public rights-of-way, easements and other dedicated portions as shown on the plat; authorizing the City Manager to execute Security Agreements to secure the construction of improvements; providing directions to the Clerk of the Commission; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of “Weschester Cluster Subdivision Phase IV” on January 9, 2003; and

WHEREAS, on February 10, 2003, the City Commission approved the design plat in accordance with Section 30-183 of the Land Development Code; and

WHEREAS, the design plat included a Master Plan with a 12-month deadline to obtain conditional final plat approval and a six-month extension to August 10, 2004; and

WHEREAS, an additional 54 months to obtain final or conditional final plat approval was granted, extending the deadline to February 10, 2009; and

WHEREAS, on January 15, 2009, the City Commission adopted Resolution No. 080678, which approved the conditional final plat of Weschester Cluster Subdivision Phase IV and required that all subdivision improvements be completed within two years of the effective date of the Resolution; and

WHEREAS, the owner of Weschester Cluster Subdivision Phase IV experienced unforeseen delays in the completion of the subdivision improvements; and

WHEREAS, Resolution No. 080678 and Section 30-186 of the Land Development Code allow the owner of Weschester Cluster Subdivision Phase IV, upon the posting of a bond or other such security for the cost of the uncompleted improvements, to have the conditional final plat approval converted to final plat approval and acceptance provided that all requirements and conditions of the Land Development Code applicable to final plat acceptance have been met; and

WHEREAS, the owner of Weschester Cluster Subdivision Phase IV has submitted surety bonds to secure the cost of the uncompleted subdivision improvements and a final plat that substantially conforms to the conditional final plat as approved by the City Commission on January 15, 2009, and has requested the City Commission to accept and approve the final plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

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

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

Section 1. The final plat of “Weschester Cluster Subdivision Phase IV” is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

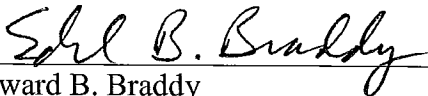
See Exhibit “A” attached hereto and made a part hereof as if set forth in full.

Section 2. The City Manager is authorized to execute Surety Bond Security Agreements in accordance with Section 30-186 of the Land Development Code, copies of which agreements are attached hereto as Exhibit “B”, to secure the construction and completion of the subdivision improvements required under the ordinances of the City of Gainesville.

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

Section 4. This resolution shall be effective immediately upon adoption.

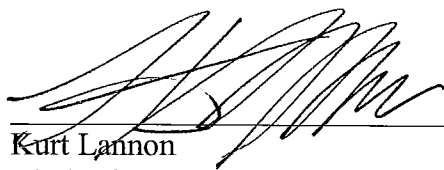
PASSED AND ADOPTED this 3rd day of September, 2015.



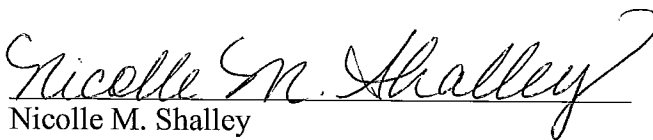
Edward B. Braddy
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Kurt Lannon
Clerk of the Commission



Nicolle M. Shalley
City Attorney

The land referred to herein below is situated in the County of Alachua, State of Florida, and is described as follows:

A PARCEL OF LAND LYING IN THE NORTH ONE-HALF (N ½) OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK MARKED "LS 3524" AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°13'00" WEST, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF SAID SECTION 10, A DISTANCE OF 59.98 FEET TO THE NORTHEAST CORNER OF WESCHESTER CLUSTER SUBDIVISION PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGE 37 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID CORNER BEING ON THE WEST RIGHT-OF-WAY LINE OF NW 43RD STREET, A 110 FOOT RIGHT-OF-WAY; THENCE CONTINUING ALONG SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF SAID SECTION 10, AND THE NORTH LINE OF SAID WESCHESTER CLUSTER SUBDIVISION PHASE II, SOUTH 89°02'11" WEST, A DISTANCE OF 898.86 FEET TO THE NORTHWEST CORNER OF SAID WESCHESTER CLUSTER SUBDIVISION PHASE II (ALSO KNOWN AS THE NORTHEAST CORNER OF WESCHESTER CLUSTER SUBDIVISION PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 28-36 OF SAID PUBLIC RECORDS); THENCE SOUTH 89°02'11" WEST CONTINUING ALONG SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF SAID SECTION 10, AND THE NORTH LINE OF SAID WESCHESTER CLUSTER SUBDIVISION PHASE I, A DISTANCE OF 353.42 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 10; THENCE SOUTH 88°59'20" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) AND ALONG SAID NORTH LINE OF WESCHESTER CLUSTER SUBDIVISION PHASE I, A DISTANCE OF 1312.45 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 10, AND THE POINT OF BEGINNING; THENCE SOUTH 89°08'37" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 10, A DISTANCE OF 1641.61 FEET TO A BOUNDARY CORNER OF SAID WESCHESTER CLUSTER SUBDIVISION PHASE I; THENCE THE FOLLOWING FORTY (40) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WESCHESTER CLUSTER SUBDIVISION PHASE I; (1) THENCE, DEPARTING SAID NORTH LINE SOUTH 00°51'23" EAST, A DISTANCE OF 25.00 FEET; (2) THENCE SOUTH 00°53'35" EAST A DISTANCE OF 137.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°56'31" WEST, 38.41 FEET; (3) THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°40'13", AN ARC DISTANCE OF 38.84 FEET TO THE END OF SAID CURVE; (4) THENCE SOUTH 00°53'35" EAST, A DISTANCE OF 628.14 FEET; (5) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35", EAST, A DISTANCE OF 35.36 FEET; (6) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (7) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°06'25" EAST A DISTANCE OF 35.36 FEET; (8) THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (9) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35" EAST, A DISTANCE OF 35.36 FEET; (10) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (11) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°06'25" EAST, A DISTANCE OF 35.36 FEET; (12) THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (13) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35" EAST, A DISTANCE OF 35.36 FEET; (14) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (15) THENCE NORTH 89°06'25" EAST, DISTANCE OF 170.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°06'25" EAST, A DISTANCE OF 35.36 FEET; (16) THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (17) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35" EAST, A DISTANCE OF 35.36 FEET; (18) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (19) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°06'25" EAST, A DISTANCE OF 35.36 FEET; (20) THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (21) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35" EAST, A DISTANCE OF 35.36 FEET; (22) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (23) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°06'25" EAST, A DISTANCE OF 35.36 FEET; (24) THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (25) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35" EAST A, DISTANCE OF 35.36 FEET; (26) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (27) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°06'25" EAST, A DISTANCE OF 35.36 FEET; (28) THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (29) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°53'35" EAST, A DISTANCE OF 35.36 FEET; (30) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (31) THENCE NORTH 89°06'25" EAST, A DISTANCE OF 71.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 630.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°01'54" EAST, 62.90 FEET; (32) THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'23", AN ARC ANGLE OF 62.93 FEET TO THE

END OF SAID CURVE; (33) THENCE NORTH 07°04'10" WEST, A DISTANCE OF 70.78 FEET (34) THENCE NORTH 41°46'01" WEST, A DISTANCE OF 79.35 FEET; (35) THENCE NORTH 00°53'35" WEST, A DISTANCE OF 60.00 FEET; (36) THENCE NORTH 11°47'26" EAST, A DISTANCE OF 184.50 FEET; (37) THENCE NORTH 34°55'11" WEST, A DISTANCE OF 72.40 FEET; (38) THENCE NORTH 00°53'35" WEST, A DISTANCE OF 309.90 FEET; (39) THENCE SOUTH 89°06'25" WEST, A DISTANCE OF 118.54 FEET; (40) THENCE NORTH 00°53'35" WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

SECURITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 20__, by and between **W.G. Johnson & Son, Inc.**, a Florida profit corporation ("Contractor"), **REO Funding Solutions V, LLC**, a foreign limited liability company ("Developer"), **Westchester Fire Insurance Company**, a foreign profit corporation ("Issuer"), and the **City of Gainesville, Florida**, a municipal corporation ("City").

WITNESSETH

WHEREAS, the Developer is the fee simple owner and developer of the **Westchester Phase IV-A** subdivision located in the City of Gainesville, as per Plat thereof recorded in Plat Book _____, Page _____, of the Public Records of Alachua County, Florida ("Subdivision"); and

WHEREAS, pursuant to Section 30-186 of the City of Gainesville 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 30-186 ("Security") has been provided to the City, conditioned to secure the construction and completion of the public improvements required under the development plans and specifications, the Land Development Code and all other ordinances of the City ("Required Improvements") 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 Required Improvements provided in the Subdivision as estimated by the Developer's engineer and verified and approved by the Public Works Director or designee. However, 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 Required Improvements is **\$665,561.90**; 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 30-186(f) of the Land Development Code.

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

1. Effective Date and Term. This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below and shall remain in effect until all Required Improvements are constructed and the City has inspected and approved the Required

Improvements as being completed in accordance with development plans and specifications. the Land Development Code and all other ordinances of the City.

2. Form of Security. As Security for the Developer's construction and completion of the Required Improvements, the Developer shall provide in an amount calculated as described above the following: *((Fill in one of the below.))*

Surety Bond: On the same date as the effective date of this Agreement, Developer shall cause the Issuer to issue to the City, as beneficiary, a Surety Bond in the amount of **\$798,674.28**, 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.

Cash Deposit: On the same date as the effective date of this Agreement, 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.

Irrevocable and Unconditional Letter of Credit: On the same date as the effective date of this Agreement, 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 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: On the same date as the effective date of this Agreement, Developer shall deposit with the City a certified copy of a Construction Loan Agreement between _____ ("Lender") 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 and shall comply with the requirements contained in Section 30-186(c)(3) of the City's Land Development Code.

3. Terms of Security; Right of Presentation. The Developer shall construct and complete, as evidenced by the inspection and approval of the City's Public Works Director or designee, the Required Improvements within 12 months from the date of final plat approval. In the event the Developer has not within 12 months from the date of final plat approval completed construction of the Required Improvements and received approval by the City for same, 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 Required Improvements that have not been completed.

4. 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.

5. Release of Security. The Security shall remain valid for the term of this Agreement. In the event the Security can only be issued for a limited term, such as one year, the Security shall provide for automatic extensions of the term, without requiring written amendment, for successive periods that equal or exceed 12 months. In addition, the Security shall require the Issuer of the Security to provide written notice to the City at least 60 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.

If the Security is a cash deposit with the City as indicated above, then upon the Developer's completion of any portion of the Required Improvements, as evidenced by the inspection and approval of the City's Public Works Director or designee, and the Developer providing the City with the appropriate maintenance security required by Section 30-186(f) of the Land Development Code, the Developer may request and the City shall then release and/or refund to the Developer an amount equal to the City-approved costs of such completed Required Improvements. However, at no time before all Required 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 Required Improvements as written above. If the Developer completes the construction of all Required Improvements, with inspection and acceptance by the City, then the City shall release and/or refund to the Developer the remaining balance of the Security.

6. 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 Developer 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 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.

7. Bankruptcy. The filing by the Developer 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 or its assets, shall not affect the Security or the City's rights under this Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Successors and Assigns. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party. The parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

14. 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.

15. 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:

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

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

- To the Developer: Jane Blair Myers
REO Funding Solutions V, LLC
3424 Peachtree Road, Suite 1775
Atlanta, GA 30326

- To the Contractor: W. Glenn Johnson, III, President
W.G. Johnson & Son, Inc.
2430 NW 73rd Place
Gainesville, FL 32653

- To the Issuer: Westchester Fire Insurance Company
601 South Figueroa St., 15th Floor

Los Angeles, CA 90017

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: _____

Print Name: _____

Russ Blackburn
City Manager

Sign: _____

Print Name: _____

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: ___/___/___

DEVELOPER

WITNESSES:

Sign: [Signature]
Print Name: MARK WITZ

Sign: [Signature]
Print Name: Eric Roedel

DEVELOPER

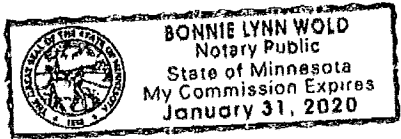
By: [Signature]
Print Name: Judd Gilats
Title: Vice President

STATE OF ~~FLORIDA~~ MINNESOTA
COUNTY OF HENNEPIN

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 JUDD GILATS as VICE PRESIDENT for and on behalf of PRO FUND.M. SOLUTIONS V. LLC. 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 _____



Bonnie Lynn Wold
Notary Public
Print Name: Bonnie Lynn Wold
My Commission expires: 1/31/2020

WITNESSES:

Sign: Dora Lee Bryan
Print Name: Dora Lee Bryan

Sign: Cristopher M. Baldwin
Print Name: Cristopher M. Baldwin

CONTRACTOR

By: W Glenn Johnson, III
Print Name: W Glenn Johnson, III
Title: President

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 W Glenn Johnson, III, as President for and on behalf of W G Johnson & Son, 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 August 6, 2015

Dora Lee Bryan
Notary Public
Print Name: DORA LEE BRYAN
My Commission Expires: May 2, 2018
Comm. No. FF104454
Bonded by Western Surety Co

WITNESSES:

Sign: *Michelle Tan*
Print Name: Michelle Tan

Sign: *Sally Kerr*
Print Name: Sally Kerr

ISSUER-Westchester Fire Insurance Company

By: *Victoria M Campbell*
Print Name: Victoria M. Campbell
Title: Attorney-in-Fact

See attached Acknowledgment

STATE OF FLORIDA
COUNTY OF _____

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 _____, as _____ for and on behalf of _____, 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 _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

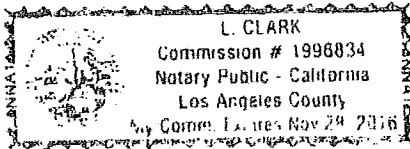
On JUL 31 2015 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *L. Clark*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: JUL 31 2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: Westchester Fire Insurance Company

Signer Is Representing: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each of the appointed officers-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bryan D Martin, Christina Johnson, Erin Bautista, Jean L. Neu, Shirley Bauman, Victoria M Campbell, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of February 2015

WESTCHESTER FIRE INSURANCE COMPANY

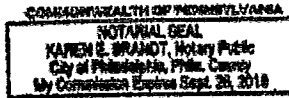


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 10 day of February, AD 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of JUL 31 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 10, 2017

SECURITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 20__, by and between **W.G. Johnson & Son, Inc.**, a Florida profit corporation ("Contractor"), **REO Funding Solutions V, LLC**, a foreign limited liability company ("Developer"), **Westchester Fire Insurance Company**, a foreign profit corporation ("Issuer"), and the **City of Gainesville, Florida**, a municipal corporation ("City").

WITNESSETH

WHEREAS, the Developer is the fee simple owner and developer of the **Westchester Phase IV-B** subdivision located in the City of Gainesville, as per Plat thereof recorded in Plat Book _____, Page _____, of the Public Records of Alachua County, Florida ("Subdivision"); and

WHEREAS, pursuant to Section 30-186 of the City of Gainesville 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 30-186 ("Security") has been provided to the City, conditioned to secure the construction and completion of the public improvements required under the development plans and specifications, the Land Development Code and all other ordinances of the City ("Required Improvements") 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 Required Improvements provided in the Subdivision as estimated by the Developer's engineer and verified and approved by the Public Works Director or designee. However, 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 Required Improvements is **\$1,365,563.00**; 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 30-186(f) of the Land Development Code.

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

1. Effective Date and Term. This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below and shall remain in effect until all Required Improvements are constructed and the City has inspected and approved the Required

Improvements as being completed in accordance with development plans and specifications, the Land Development Code and all other ordinances of the City.

2. Form of Security. As Security for the Developer's construction and completion of the Required Improvements, the Developer shall provide in an amount calculated as described above the following: *((Fill in one of the below.))*

Surety Bond: On the same date as the effective date of this Agreement, Developer shall cause the Issuer to issue to the City, as beneficiary, a Surety Bond in the amount of **\$1,638,675.60**, 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.

Cash Deposit: On the same date as the effective date of this Agreement, 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.

Irrevocable and Unconditional Letter of Credit: On the same date as the effective date of this Agreement, 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 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: On the same date as the effective date of this Agreement, Developer shall deposit with the City a certified copy of a Construction Loan Agreement between _____ ("Lender") 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 and shall comply with the requirements contained in Section 30-186(c)(3) of the City's Land Development Code.

3. Terms of Security; Right of Presentation. The Developer shall construct and complete, as evidenced by the inspection and approval of the City's Public Works Director or designee, the Required Improvements within 12 months from the date of final plat approval. In the event the Developer has not within 12 months from the date of final plat approval completed construction of the Required Improvements and received approval by the City for same, 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 Required Improvements that have not been completed.

4. 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.

5. Release of Security. The Security shall remain valid for the term of this Agreement. In the event the Security can only be issued for a limited term, such as one year, the Security shall provide for automatic extensions of the term, without requiring written amendment, for successive periods that equal or exceed 12 months. In addition, the Security shall require the Issuer of the Security to provide written notice to the City at least 60 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.

If the Security is a cash deposit with the City as indicated above, then upon the Developer's completion of any portion of the Required Improvements, as evidenced by the inspection and approval of the City's Public Works Director or designee, and the Developer providing the City with the appropriate maintenance security required by Section 30-186(f) of the Land Development Code, the Developer may request and the City shall then release and/or refund to the Developer an amount equal to the City-approved costs of such completed Required Improvements. However, at no time before all Required 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 Required Improvements as written above. If the Developer completes the construction of all Required Improvements, with inspection and acceptance by the City, then the City shall release and/or refund to the Developer the remaining balance of the Security.

6. 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 Developer 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 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.

7. Bankruptcy. The filing by the Developer 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 or its assets, shall not affect the Security or the City's rights under this Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Successors and Assigns. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party. The parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

14. 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.

15. 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:

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

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

- To the Developer: Jane Blair Myers
REO Funding Solutions V, LLC
3424 Peachtree Road, Suite 1775
Atlanta, GA 30326

- To the Contractor: W. Glenn Johnson, III, President
W.G. Johnson & Son, Inc.
2430 NW 73rd Place
Gainesville, FL 32653

- To the Issuer: Westchester Fire Insurance Company____
601 South Figueroa St., 15th Floor_____

Los Angeles, CA 90017

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: _____

Print Name: _____

By: _____

Russ Blackburn
City Manager

Sign: _____

Print Name: _____

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: __/__/__

DEVELOPER

WITNESSES:

Sign: [Signature]
Print Name: MARK WHITE

Sign: [Signature]
Print Name: Eric Roedel

DEVELOPER

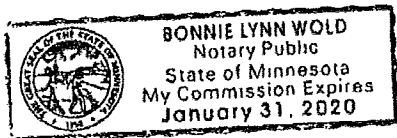
By: [Signature]
Print Name: Judd Gilats
Title: Vice President

STATE OF ~~FLORIDA~~ MINNESOTA
COUNTY OF HENNEPIN

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 JUDD GILATS as VICE PRESIDENT for and on behalf of NEO FUNDAMENTALS SOLUTIONS II, LLC. 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 _____



[Signature]
Notary Public
Print Name: Bonnie Lynn Wold
My Commission expires: 1/31/2020

WITNESSES:

Sign: Dora Lee Bryan
Print Name: Dora Lee Bryan

Sign: [Signature]
Print Name: Cristopher M Baldwin

CONTRACTOR

By: [Signature]
Print Name: W Glenn Johnson, III
Title: President

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 W Glenn Johnson, III as President for and on behalf of W G Johnson & Son, 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 August 6 2015

Dora Lee Bryan
Notary Public
Print Name: DORA LEE BRYAN
My Commission expires May 2, 2018
Contim. No. FF104454
Bonded by Western Surety Co.

WITNESSES:

Sign: Michelle Tan
Print Name: Michelle Tan

Sign: Sally Kerr
Print Name: Sally Kerr

ISSUER-**Westchester Fire Insurance Company**

By: Victoria M. Campbell
Print Name: Victoria M. Campbell
Title: Attorney-in-Fact

See attached Acknowledgment.

STATE OF FLORIDA
COUNTY OF _____

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 _____, as _____ for and on behalf of _____, 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 _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

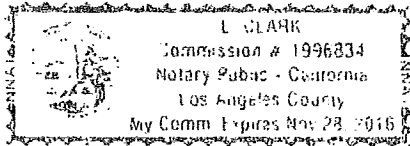
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On JUL 31 2015 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature L. Clark
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: JUL 31 2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Westchester Fire Insurance Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise;
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact;
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bryan D Martin, Christina Johnson, Erin Bautista, Jean L. Neu, Shirley Bauman, Victoria M Campbell, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of February 2015.

WESTCHESTER FIRE INSURANCE COMPANY

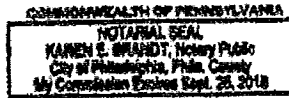


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 10 day of February, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brundt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10 day of FEB 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 10, 2017