

SUBJECT: Berry Bay Village C Expedited Building Permit Bonding **PI#5076**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 22, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Authorize the Chairman to execute the Agreement for Issuance of Certain Residential Building Permits Under the Expedited Building Permit Program and Construction of Required On- and Off-Site Improvements for the Berry Bay Village C subdivision.

As set forth in Section 177.073, Florida Statutes and the County's Land Development Code, the Agreement allows for the issuance of building permits within the residential subdivision prior to the recording of the final plat for the subdivision, provided that construction plans have been approved and the developer provides a financial guarantee for construction of on- and off-site improvements as well as certain indemnifications of the County. No certificates of occupancy may be issued until such time as the on- and off-site site improvements are constructed, and the final plat has been approved by the Board of County Commissioners and recorded with the Clerk of Courts.

Accept a Performance Bond for the on-site improvements in the amount of \$840,950.00 and for the off-site improvements in the amount of \$338,834.00 and provide Development Services with administrative rights to release such performance securities upon proper completion of required improvements, and submittal and approval of all required documentation.

BACKGROUND: On December 20, 2024, the developer received construction plan approval for a 63 unit residential subdivision known as Berry Bay Village C to be located in in Section 19, Township 32 and Range 20. The developer has submitted the required financial securities, which the County Attorney's Office has reviewed and approved. The developer is M/I Homes of Tampa, LLC(on-site) and Berry Bay Development, LLC (off-site) and the engineer is Halff.

**AGREEMENT FOR ISSUANCE OF CERTAIN RESIDENTIAL BUILDING PERMITS UNDER
THE EXPEDITED BUILDING PERMIT PROGRAM AND CONSTRUCTION
OF REQUIRED ON- AND OFF-SITE IMPROVEMENTS**

This Agreement is made and entered into this ____ day of _____, 20____, by and between M/I Homes of Tampa, LLC, a Florida limited liability company and Berry Bay Development, LLC, a Florida limited liability company, hereinafter together referred to, jointly and severally, as “Developer”, and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as “County”.

RECITALS

WHEREAS, the Developer has received preliminary plat and construction plan approval from the County’s Development Services Department for development of a residential subdivision known as the Berry Bay Village C subdivision (the “Subdivision”) under County Project Id # 5076; and

WHEREAS, the Subdivision is planned to have 63 homes; and

WHEREAS, pursuant to the requirements of Section 177.073, Florida Statutes, and the County’s adopted Land Development Code (“LDC”), as it may be amended, the County has created a program to expedite the process for issuing building permits within residential subdivisions or planned communities (“Expedited Building Permit Program”); and

WHEREAS, the Developer has submitted an application to the County under the Expedited Building Permit Program seeking up to 63 building permits (the “Allowed Permits”) within the Subdivision before the recording of the final plat for the Subdivision; and

WHEREAS, in conjunction with its application, the Developer has provided copies of the approved preliminary plat and approved on- and off-site construction plans to the relevant providers of electric, gas, water and wastewater for the Subdivision; and

WHEREAS, the Developer agrees to build and construct within and as required for the Subdivision all necessary on- and off-site improvements, including but not limited to street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, stormwater management systems including sewers and drains, street names, signs, landscaping, permanent reference monuments, permanent control points, monuments, reclaimed water systems, bridges, earthwork and grading, and any other improvements within the Subdivision or required for construction of the Subdivision as required by the County pursuant to the LDC (hereafter, the “Improvements”); and

WHEREAS, under the Expedited Building Permit Program, as a condition of receiving building permits within the Subdivision prior to acceptance by the County of the final plat for the Subdivision,

the Developer is required to submit to the County an instrument guaranteeing that the Improvements which were not constructed as of the time of the submission of its application will be installed.

NOW, THEREFORE, in consideration of the intent and desire of the Developer, as set forth herein, to gain approval of the County to issue building permits under the Expedited Building Permit Program, the Developer and County agree as follows:

1. The Recitals set forth above are true and correct and incorporated herein by reference. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Developer agrees to well and truly build, construct and install the Improvements within Six (6) [up to 24 months] months from and after the date that the Board of County Commissioners approves this Agreement and accepts the performance guarantee rendered pursuant to paragraph 5 below, in exact accordance with the approved drawings, plans, specifications and other data and information filed by the Developer with the Hillsborough County Development Services Department.
3. The Developer acknowledges and agrees that no temporary or final certificate of occupancy shall be issued for any residential structure or building within the Subdivision for which a building permit is issued until such time as the final plat for the Subdivision is approved by the Hillsborough County Board of County Commissioners and recorded in the public records by the Clerk of the Circuit Court and all of the Improvements are constructed with inspection approval and all applicable provisions of the LDC have been satisfied.
4. The Developer acknowledges and agrees that it may not transfer ownership of a residential structure or building in the Subdivision until the final plat for the Subdivision is approved by the Hillsborough County Board of County Commissioners and recorded in the public records by the Clerk of the Circuit Court.
5. The Developer agrees to, and in accordance with the requirements of the LDC and the Expedited Building Permit Program, does hereby deliver to the County, an instrument in the amount of 130% of the cost to construct and install the Improvements which were not completed upon submission of Developer's application to the Expedited Building Permit Program, ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:

- a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
- b. Performance Bond, dated 05/21/2025 with MI Homes of Tampa, LLC as Principal, and _____ as Surety, and
Endurance Assurance Corporation

Performance Bond, dated May 16, 2025 with _____
Berry Bay Development, LLC as Principal, and _____
Great American Insurance Company as Surety, or

- c. Escrow agreement, dated _____, between _____, Developer and the County; or
- d. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Developer on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance bond(s), escrow agreement, or cashier/certified check are attached hereto and by reference made a part hereof.

6. Once construction is completed, the Developer shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the Improvements are constructed in accordance with:

- a. The plans, drawings, and specifications submitted to and approved by the County's Development Services Department; and
- b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed Improvements and said certification.

7. Should the Developer seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of the Improvements, the Developer shall provide the County with an instrument ensuring the completion of said Improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC and the Expedited Building Permit Program, the Developer shall be liable to pay for the cost of construction and installation of the Improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Developer to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

9. The Developer agrees to indemnify and hold harmless the County and the Hillsborough County Board of County Commissioners, and their employees and agents, from liability or damages resulting from the issuance of a building permit or the construction, reconstruction, or improvement or repair of a residential building or structure, including any associated utilities, located in the Subdivision. Additionally, the Developer agrees to indemnify and hold harmless the County and the Hillsborough County Board of County Commissioners and their employees and agents from liability or disputes resulting from the issuance of a certificate of occupancy for a residential building or structure that is constructed, reconstructed, improved or repaired before the approval and recordation of the final plat for the Subdivision. This indemnification includes, but is not limited to, any liability and damage resulting from wind, fire, flood, construction defects, bodily injury, and any actions, issues or disputes arising out of a contract or other agreement between the Developer and a utility operating in the Subdivision. However, this indemnification does not extent to governmental actions that infringe on the Developer's vested rights, as such rights are defined in Fla. Stat. sec. 177.073(8) (2024).

10. The County agrees, pursuant to the terms contained in the LDC and the requirements of the Expedited Building Permit Program, to issue a letter of compliance to allow the release of certificates of occupancy for structures or buildings built with the Allowed Permits upon receipt of all of the following:

- a. The Engineer-of-Record's Certification referred to in paragraph 6 above; and
- b. Acknowledgement by the Development Services Department that all necessary inspections of the Improvements have been completed and are satisfactory, and that no discrepancies exist between the constructed Improvements and the Engineer's Certification;
- c. Approval of the final plat for the Subdivision by the Hillsborough County Board of County Commissioners and recording of the plat in the public records by the clerk of the circuit court; and
- d. Provided that all applicable provisions of the LDC and all requirements of the Expedited Building Permit Program have been met.

11. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

12. This document contains the entire agreement of these parties. It shall not be

modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first specified above.

CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

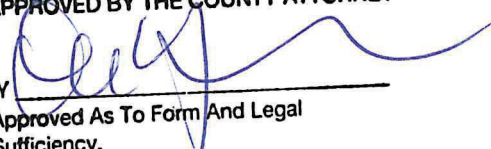
**HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Nancy Y. Takemori
Senior Assistant County Attorney

APPROVED BY THE COUNTY ATTORNEY

BY  _____
Approved As To Form And Legal
Sufficiency.

ATTEST:

Signed, sealed and delivered in the presence of:

DEVELOPER:

Susan R. Geyer
Witness Signature

Susan R. Geyer
Name Printed or Typed

4211 W. Bay Street Blvd Suite 300
Address of Witness No. 1 Tampa, FL 33607

Christopher Ward
Witness Signature

Christopher Ward
Name Printed or Typed

4211 W. Bay Street Blvd. Ste 300
Address of Witness No. 2 Tampa, FL 33607

By: RS Griffith, VP
(name, title, company)

MIF HOKES OF TAMPA LLC

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 28, 2020 (date) by Scott Griffith (name), Vice President (title) of Mif Hokes of Tampa LLC (entity name) a FL (state) company/corporation, on behalf of the company/corporation. He/she is personally known to me ☒ or has produced _____ (type of identification) as identification.

[Notary Seal]

Susan R. Geyer
Notary Public

Susan Geyer
Name Typed, Printed or Stamped



ATTEST:

Signed, sealed and delivered in the presence of:

T. Jennings
Witness Signature

TIFFANY JENNINGS
Name Printed or Typed

111 S. ARMENIA AVE, TAMPA, FL 33609
Address of Witness No. 1

A. Berns
Witness Signature

AUSTIN BERNIS
Name Printed or Typed

111 S. ARMENIA AVE, TAMPA, FL 33609
Address of Witness No. 2

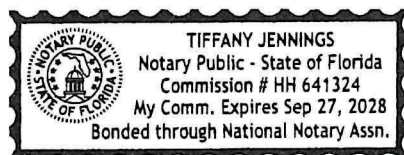
DEVELOPER:

By: *N. Dister*
(name, title, company) NICHOLAS DISTER
BERRY BAY DEVELOPMENT, LLC

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this MAY 29, 2025 (date) by NICHOLAS DISTER (name), AUTHORIZED REP. (title) of BERRY BAY DEVELOPMENT, LLC (entity name) a FLORIDA (state) company/corporation, on behalf of the company/corporation. He/she is personally known to me ☒ or has produced _____ (type of identification) as identification.

[Notary Seal]



T. Jennings
Notary Public

TIFFANY JENNINGS
Name Typed, Printed or Stamped

My Commission Expires: 09/27/28

PERFORMANCE BOND - ONSITE ONLY
Expedited Building Permit Program

KNOW ALL MEN BY THESE PRESENTS, That we
M/I Homes of Tampa, LLC, called the Principal, and
Endurance Assurance Corporation, called the Surety, are held and firmly
bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY,
FLORIDA (also referred to as the "County"), in the sum of
Eight Hundred Forty Thousand Nine Hundred Fifty and 00/100 (\$ 840,950.00) Dollars for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, Section 177.073, Florida Statutes (the "Statute"), requires qualifying local
governments to create an expedited building permit program to issue certain building permits for
residential subdivisions or planned communities before a final plat for the subdivision is
recorded with the clerk of the circuit court; and

WHEREAS, pursuant to the Statute, the County has created an expedited building permit
program (the "Program"), and the Principal has submitted an application to the County under the
Program for approval of certain building permits for the residential subdivision known as
Berry Bay Village C - Onsite subdivision (the "Subdivision"); and

WHEREAS, the Principal has filed with the County's Development Services
Department drawings, plans and specifications and other data and information relating to the
construction of all necessary improvements to be constructed within the Subdivision, including
but not limited to street pavements, curbs and gutters, sidewalks, alley pavements, walkway
pavements, water mains, sanitary sewers, stormwater management systems including sewers and
drains, street names, signs, landscaping, permanent reference monuments, permanent control
points, monuments, reclaimed water systems, bridges, earthwork and grading, and any other
improvements within the Subdivision as required by the County pursuant to the Subdivision
Regulations (hereafter, the "Improvements"), in accordance with the specifications found in the
Subdivision Regulations; and

WHEREAS, under the Statute and the Program, the Principal is required to submit an
instrument ensuring completion of construction of the Improvements within a time period
established by the Subdivision Regulations; and

WHEREAS, pursuant to the terms of the Subdivision Regulations and the Program, the Principal has entered into an *Agreement for Issuance of Certain Residential Building Permits Under the Expedited Building Permit Program and Construction of Required On-Site Improvements* with the County ("Agreement"), the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of the Improvements; and

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

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

- A. If the Principal shall well and truly build, construct, and install the Improvements within the Subdivision in exact accordance with the drawings, plans, specifications, and other data and information filed with the County's Development Services Department by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves Agreement and accepts this Performance Bond; and
- B. If the Principal shall faithfully perform the Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL February 23, 2026.

SIGNED, SEALED AND DATED this 21st day of May, 2025.

ATTEST:

for [Signature]

PRINCIPAL
M/I Homes of Tampa, LLC

By: [Signature]
(name/title)

ATTEST
ATTORNEY-IN-FACT:

By: Katrina Hartung

SURETY
Endurance Assurance Corporation

By: [Signature]
(name/title) Denise Nelson, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency.

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'),** each, a "Company" and collectively, "**Sompo International,**" do hereby constitute and appoint: **Denise Nelson, Heather Wojciechowski, Julieann Johnston, Michael D. Ward, Shelley M. Kuhn, Stephanie McQuillen** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:

Amy Taylor
 Amy Taylor, Notary Public – My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
 "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,** and be it further
 RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21st day of May, 2025

By: *Daniel S. Lude*, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>. In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

PERFORMANCE BOND - OFFSITE ONLY

Expedited Building Permit Program

KNOW ALL MEN BY THESE PRESENTS, That we BERRY BAY DEVELOPMENT, LLC, called the Principal, and GREAT AMERICAN INSURANCE COMPANY, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA (also referred to as the "County"), in the sum of THREE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED THIRTY FOUR and 00/00 Dollars (\$ 338,834) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, Section 177.073, Florida Statutes (the "Statute"), requires qualifying local governments to create an expedited building permit program to issue certain building permits for residential subdivisions or planned communities before a final plat for the subdivision is recorded with the clerk of the circuit court; and

WHEREAS, pursuant to the Statute, the County has created an expedited building permit program (the "Program"), and the Principal has submitted an application to the County under the Program for approval of certain building permits for the residential subdivision known as Berry Bay Village C - Offsite subdivision (the "Subdivision"); and

WHEREAS, the Principal has filed with the County's Development Services Department drawings, plans and specifications and other data and information relating to the construction of all necessary off-site improvements to be constructed in connection with the Subdivision, including but not limited to street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, stormwater management systems including sewers and drains, street names, signs, landscaping, permanent reference monuments, permanent control points, monuments, reclaimed water systems, bridges, earthwork and grading, and any other off-site improvements required by the County in connection with the Subdivision pursuant to the Subdivision Regulations (hereafter, the "Improvements"), in accordance with the specifications found in the Subdivision Regulations; and

WHEREAS, under the Statute and the Program, the Principal is required to submit an instrument ensuring completion of construction of the Improvements within a time period established by the Subdivision Regulations; and

WHEREAS, pursuant to the terms of the Subdivision Regulations and the Program, the Principal has entered into an *Agreement for Issuance of Certain Residential Building Permits Under the Expedited Building Permit Program and Construction of Required On-Site Improvements* with the County ("Agreement"), the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of the Improvements; and

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

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

- A. If the Principal shall well and truly build, construct, and install the off-site Improvements required in connection with the Subdivision in exact accordance with the drawings, plans, specifications, and other data and information filed with the County's Development Services Department by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves Agreement and accepts this Performance Bond; and
- B. If the Principal shall faithfully perform the Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 11, 2026

SIGNED, SEALED AND DATED this 16th day of May, 2025.

ATTEST:

PRINCIPAL

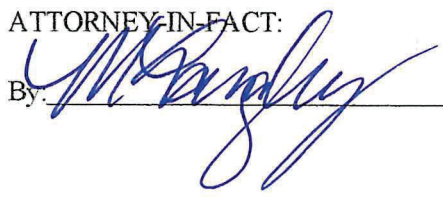
By: Berry Bay Development, LLC

By: Eisenhower Management, Inc it manager

By: Nick Dister, Vice President

ATTORNEY-IN-FACT:

Great American Insurance Company
SURETY

By: 

By: Mary Martha Langley, Attorney-in-Fact
(name/title)



APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		
YU CHENG CHIANG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

[Signature]

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JUNE, 2019, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JOHN K. WEBSTER (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of May, 2025



Atty L C B

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

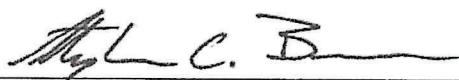
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

Stephen C. Beraha, Assistant Vice President

Berry Bay Village C PERFORMANCE
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost - Public Improvements
OFFSITE ONLY
MAY 09, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>OFFSITE ROADWAY</u>				
1.01	6" CONCRETE SIDEWALK W\ WWM	8,950	SY	\$10.75	\$96,212.50
1.02	5' ADA HANDICAPPED RAMP	4	Each	\$1,110.00	\$4,440.00
1.03	SIGNAGE & STRIPING	1	LS	\$11,000.00	\$11,000.00
	OFFSITE ROADWAY TOTAL				\$111,652.50
2.00	<u>OFFSITE POTABLE WATER SYSTEM</u>				
2.01	Chlorination & Pressure Testing	787.00	LF	\$2.55	\$2,006.85
	OFFSITE POTABLE WATER SYSTEM TOTAL				\$2,006.85
3.00	<u>OFFSITE FORCEMAIN SYSTEM</u>				
3.01	4" PVC FORCEMAIN (DR 18)	120	LF	\$22.40	\$2,688.00
3.02	12" STEEL CASING	95	LF	\$120.00	\$11,400.00
3.03	12" JACK & BORE	95	LF	\$625.00	\$59,375.00
3.04	Testing	940.00	LF	\$2.55	\$2,397.00
	OFFSITE FORCEMAIN SYSTEM TOTAL				\$75,860.00
4.00	<u>STORM DRAINAGE SYSTEM</u>				
4.01	STORM SEWER TESTING	541.00	LF	\$9.80	\$5,301.80
	STORM DRAINAGE SYSTEM TOTAL				\$5,301.80
5.00	<u>LANDSCAPE & IRRIGATION SYSTEM</u>				
5.01	Southern Live Oak 18"H 4"Cal	33.00	Each	\$920.00	\$30,360.00
5.02	Planting Soil (for use as backfill in planting pits only)	6.00	Each	\$48.00	\$288.00
5.03	Pine Bark Nuggets	24.00	Each	\$52.00	\$1,248.00
5.04	Tree Staking Kit	33.00	Each	\$28.00	\$924.00
5.05	IRRIGATION SYSTEM	1.00	LS	\$33,000.00	\$33,000.00
	LANDSCAPE & IRRIGATION SYSTEM TOTAL				\$65,820.00
Grand Total					\$260,641.15
PERFORMANCE BOND				130%	\$338,834



MATT ANGEROSA, PE #60849



This item has been digitally signed and sealed by Matt Angerosa on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed
 by Matthew J
 Angerosa
 Date:
 2025.05.20
 14:14:03 -04'00'

Berry Bay Village C PERFORMANCE
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost - Public Improvements
ONSITE ONLY
MAY 09, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	1 3/4" TYPE SP 12.5 ASPHALT	6,785	SY	\$21.15	\$143,502.75
1.02	7" CEMENT TREATED BASE	6,785	SY	\$23.35	\$158,429.75
1.03	12" COMPACTED SUBGRADE	6,785	SY	\$3.25	\$22,051.25
1.04	STABILIZED CURB PAD	5,720	LF	\$3.75	\$21,450.00
1.05	MIAMI CURB	5,530	LF	\$23.40	\$129,402.00
1.06	TYPE "D" CURB - TRENCH	290	LF	\$25.30	\$7,337.00
1.07	DROP CURB	190	LF	\$29.90	\$5,681.00
1.08	6" CONCRETE SIDEWALK W\ WWM	4,100	SF	\$10.75	\$44,075.00
1.09	5' ADA HANDICAPPED RAMP	4	Each	\$1,100.00	\$4,400.00
1.10	SIGNAGE & STRIPING	1	LS	\$28,000.00	\$28,000.00
	ROADWAY TOTAL				\$564,328.75
2.00	<u>POTABLE WATER SYSTEM</u>				
2.01	Chlorination & Pressure Testing	3,145.00	LF	\$2.55	\$8,019.75
	POTABLE WATER SYSTEM TOTAL				\$8,019.75
3.00	<u>SANITARY SEWER SYSTEM</u>				
3.01	Televise Sanitary Sewer - Laterals (CCTV)	2,685.00	LF	\$10.35	\$27,789.75
	SANITARY SEWER SYSTEM TOTAL				\$27,789.75
4.00	<u>FORCEMAIN SYSTEM</u>				
4.01	Testing	100.00	LF	\$2.55	\$255.00
	SANITARY SEWER SYSTEM TOTAL				\$255.00
5.00	<u>STORM DRAINAGE SYSTEM</u>				
5.01	Televise Storm Sewer (CCTV)	2,574	LF	\$9.80	\$25,225.20
	STORM DRAINAGE SYSTEM TOTAL				\$25,225.20
6.00	<u>LANDSCAPE & IRRIGATION SYSTEM</u>				
6.01	Winged Elm 14-16'H 4"Cal	11.00	Each	\$815.00	\$8,965.00
6.02	Pink Muhly Grass 18"H 18"spread 3Gal 36"oc	115.00	Each	\$10.50	\$1,207.50
6.03	Planting Soil (for use as backfill in planting pits only)	2.00	Each	\$48.00	\$96.00
6.04	Pine Bark Nuggets	12.00	Each	\$52.00	\$624.00
6.05	Tree Staking Kit	11.00	Each	\$28.00	\$308.00
6.06	GATOR BAGS & INITIAL FILL	1.00	Each	\$65.00	\$65.00
6.07	IRRIGATION SYSTEM	1.00	LS	\$10,000.00	\$10,000.00
	LANDSCAPE & IRRIGATION SYSTEM TOTAL				\$21,265.50
Grand Total					\$646,883.95
PERFORMANCE BOND				130%	\$840,950



MATT ANGEROSA, PE #60849



This item has been digitally signed and sealed by Matt Angerosa on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed
by Matthew J
Angerosa
Date: 2025.05.20
14:12:43 -04'00'

< THIS PAGE WAS INTENTIONALLY LEFT BLANK >

< THIS PAGE WAS INTENTIONALLY LEFT BLANK >