SUBJECT: Berry Bay Phase 6 Village Q Warranty of Improvements PI#5076

DEPARTMENT: Development Review Division of Development Services Department

SECTION: Project Review & Processing

BOARD DATE: November 12, 2025 **CONTACT:** Lee Ann Kennedy

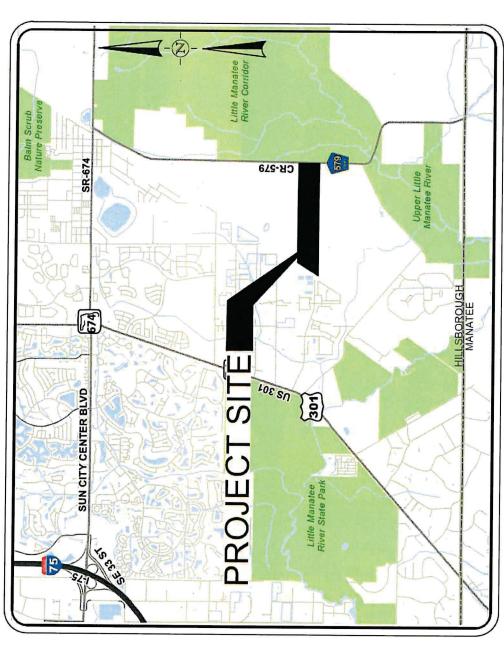
RECOMMENDATION:

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Berry Bay Phase 6 Village Q Warranty of Improvements, located in Section 28, Township 32 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (on-site & off-site roads, drainage, water & wastewater) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept Warranty Bonds in the amount of \$255,583.00 & \$581,417.00 and authorize the Chairman to execute both the Subdivider's Agreement for Warranty of Required On-Site Improvements and the Subdivider's Agreement for Warranty of required Off-Site Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$14,330.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

Performance bonding for the construction of on-site and off-site improvements were submitted through the expedited building permit program approved at the October 7, 2025, BOCC meeting, and administrative rights were granted to the Development Services Department to release the performance securities upon final acceptance by the Department.

BACKGROUND:

On September 24, 2025, Permission to Construct Prior to Platting was issued for Berry Bay Phase 6 Village Q Warranty of Improvements, after construction plan review was completed on August 20, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are Perry Homes of Tampa, LLC and 301 Wimauma, LLC and the engineer is Halff.



SECTION 28 & 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, LOCATION MAP

NOT TO SCALE

SUBDIVIDER'S AGREEMENT FOR WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE

This Agreement made and entered into this		, 20	, by and	between
Perry Homes of Tampa, LLC	, hereinafter		the "Subdivide	r" and
Hillsborough County, a political subdivision of the Stat	e of Florida, hereina	after referred to as t	the "County."	
	Witnesseth			
WHEREAS, the Board of County Comm Development Code, hereinafter referred to as "LDC", Florida Statutes; and	nissioners of Hills pursuant to the aut	borough County hority contained in	has established Chapters 125, 163	a Land and 177,
WHEREAS, the LDC affects the subdivision of la	and within the uning	corporated areas of	Hillsborough Count	y; and
WHEREAS, the Subdivider has com Berry Bay Village 6Q	pleted certain	improvements	within the Suk	odivision
WHEREAS, the Subdivider has filed with the H Services Department drawings, plans, specifications grading, sidewalks, stormwater drainage systems, wat rights-of-way as shown on the plat for the Subdivision, LDC and required by the County; and	and other inform ter, wastewater and	ation relating to reclaimed water s	the construction, o	f roads, ents and
WHEREAS, the Subdivider has built an platted area; and	nd constructed th	ne aforementione	d improvements	in the
WHEREAS, pursuant to the LDC, the Su for maintenance as listed below and identified as appli	bdivider requests icable to this project	the County to	accept the improv	/ements
	Mains/Services	⊠ Stor	mwater Drainage Sys	stems
Sanitary Gravity Sewer Systems Sanita	ry Sewer Distributio	n System Bridg	ges	
Reclaimed Water Mains/Services Sidewa			_	
Other:			; and	
WHEREAS, the County requires the Suagainst any defects in workmanship and mater during the warranty period; and	ubdivider to war rials and agree t	ranty the afore	mentioned improv	rements h arise
WHEREAS, the County requires the Subdithe performance of said warranty and obligation to rep	vider to submit t pair.	o the County an	instrument guara	nteeing
NOW, THEREFORE , in consideration of herein, and to gain acceptance for maintenance Subdivider and County agree as follows:				
 The terms, conditions and regulations co a part of this Agreement. 	ontained in the LDC a	re hereby incorpor	ated by reference an	d made
2. The Subdivider agrees to warranty	all improvement f	acilities located in	n the Subdivision	against

1 of 4

the

two

(2)

years

for maintenance by the County.

LDC established by the County.

following

failure, deterioration or damage resulting from defects in workmanship and materials, for a period of

described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the

of

acceptance

The Subdivider further agrees to correct within the above

of

said

date

improvements

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:

a.	Letter of Credit, number	, dated
	,with	by
	order of	
b.	A Warranty Bond, number 0873566	dated, September
	26, 2027	with _ Perry Homes of Florida, LLC
		as Principal, and Harco National
	Insurance Company	as Surety, or
c.	Escrow Agreement, dated	betweer
		and the County or,
d.	Cashier/Certified Check, number	, dated
	which shall be deposited by the Co	unty into a non-interest bearing
	escrow account upon receipt. No	o interest shall be paid to the
	Subdivider on funds received by	the County pursuant to this
	Agreement.	

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

- 4. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance, upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the County's Development Review Division of the Development Services Department, in accordance with all applicable County regulations relating to the construction of the improvement facilities.
- 7. If any article, section, clause or provision of this agreement is 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 will remain in full force and effect.
- 8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

WITNESS WHEREOF, the parties hereto have executed	this Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
Printed Name of Witness Olici Calculation Witness Signature	Name (typed, printed or stamped) Director of Lund Development
Printed Name of Witness	601 Bay Shore Blud Suite 600 Address of Signer Tampa, FZ 33600
	321-217-8>88 Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate) ATTEST:	
VICTOR D. CRIST	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
Ву:	By:
Deputy Clerk	Chair Chair
	APPROVED BY THE COUNTY ATTORNEY

3 of 4

Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by i	means of \square physical presence or \square online notarization, this
30th day of September, 202 (day) (month) (year Director of Land Developmentor	25 by Fabio Hediger as
(day) (month) (yea	(name of person acknowledging)
Director of Land Developmentor	Pamy Homes of FI LLC
(type of authority,e.g. officer, trustee, attorney in fact) (n	name of party on behalf of whom instrument was executed)
Personally Known OR A-Produced Identification Driver's License Type of Identification Produced	(Signature of Notary Public - State of Florida) Olivia Calhan
Olivia Calhoun	(Print, Type, or Stamp Commissioned Name of Notary Public)
Comm.: HH 500150 Expires: Mar. 5, 2028	HH506 150 3/5/28
OFFICANO Notary Byblic - State of Florida	(Commission Number) (Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me by n	neans of \square physical presence or \square online notarization, this
day of,	, by
(day) (month) (year	
Personally Known OR Produced Identification	
	(Signature of Notary Public - State of Florida)
Type of Identification Produced	
•••	(Print, Type, or Stamp Commissioned Name of Notary Public)
(Notary Seal)	(Commission Number) (Expiration Date)

Bond No. 0873566

SUBDIVISION WARRANTY BOND - ON SITE

	KNOW ALL MEN BY THESE PRESENTS, that we Perry Homes of Florida, LLC
	called the Principal, and Harco National Insurance Company
	called the Surety, are held and firmly bound unto the
Two	RD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Hundred Fifty Five Thousand Five Hundred Eighty Three Dollars ($$255,583.00$) Dollars for the payment of which
we b	oind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
as an	WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations uant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, mended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this ranty Bond; and
Hillsb	WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of porough County; and
know	WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough ty accept the following improvement facilities for maintenance in the approved platted subdivision and as Berry Bay Village 6Q The improvement facilities to be accepted, after referred to as the "Improvements" are as follows: Roadway, Water, Sewer, Storm
	; and
	WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the overments that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations;
	WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a livider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal omit an instrument warranting the above-described improvements; and
and m	WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into nade a part of this Warranty Bond.
	NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:
Α.	If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Berry Bay Village 6Q against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
3.	If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;

1 of 2

C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement; THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 12th, 2027 20.25 SIGNED, SEALED AND DATED this 8th day of October ATTEST: Perry Homes of Florida, LLC Principal Seal Harco National Insurance Company Surety Seal ATTEST: Connor Wolpert, Attorney-In-Fact Seal Makayla Alexis, Witness

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

0873566

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

MICHELLE ANNE MCMAHON, JOSHUA SANFORD, CONNOR WOLPERT, JONATHAN GLEASON, DORITZA **MOJICA**

Hartford, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December 2018

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2024

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Michael F Zurcher

Executive Vice President Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2024 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz

a Notary Public of New Jersey

My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 8, 2025

Irene Martins, Assistant Secretary

BERRY BAY VILLAGE Q WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE ONLY (NO OFF-SITES)

Sep-25

ITEM NG	Presenting 1	MILES THE STATE		900		
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	U	NIT COST	CONTRACT VALUE
1.00	ROADWAY			The		25年2月2日日日日日
1.01	1-1/2" Asphalt, Type SP-9.5	9,247		\$	16.90	\$156,274.3
1.02	6" Crushed Concrete (LBR 150)	9,247		\$	18.50	\$171,069.5
1.03	8" Stabilized Subgrade (LBR 40)	12,096		\$	7.70	\$93,139.2
1.04	Miami Curb	8,548		\$	17.20	\$147,025.6
1.05	5' Conc. Sidewalk, 6" Thick	262	LF	\$	45.10	\$11,816.2
1.06	ADA Ramp 12'	14	EA	\$	1,470.70	\$20,589.8
1.07	ADA Ramp 5'	1	EA	\$	1,048.55	\$1,048.5
1.08	12' Multi-Use Trail	4,529	LF	\$	38.85	\$175,951.6
1.09	Striping & Signage	1	EA	\$	7,726.30	\$7,726.3
1.10	Roadside Underdrain	4,692	LF	\$	18.85	\$88,444.2
1.11	Underdrain Cleanouts	30	EA	\$	388.30	\$11,649.0
the second second	ROADWAY TOTAL				1	\$884,734.3
2.00	POTABLE WATER SYSTEM			BU:		SALES SERVICES
2.01	8" C900 DR 18 PVC	50	LF	\$	55.80	\$2,790.0
2.02	6" C900 DR 18 PVC	4,086	LF	\$	35.35	\$144,440.1
2.03	6" Ductile Iron Pipe	448	LF	\$	59.80	\$26,790.4
2.04	8" Gate Valve and Box	1	EA	\$	2,988.75	\$2,988.7
2.05	6" Gate Valve and Box	19	EA	\$	2,160.10	\$41,041.9
2.06	2" Gate Valve and Box	2	EA	\$	1,501.95	\$3,003.9
2.07	6x6" Cross	1	EA	\$	1,398.00	\$1,398.0
2.08	12 x 12" Tee	1	EA	\$	2,525.00	\$2,525.0
2.09	12 x 8" Tee	1	EA	\$	1,803.35	\$1,803.3
	12 x 2" Tee	1	EA	\$	1,771.40	\$1,771.4
	6 x 6" Tee	2	EA	\$	966.95	\$1,933.9
2.12	12 x 6" Reducer	1	EA	\$	840.65	\$840.6
	12" Fittings & Restraints	1	LS	\$	20,544.85	\$20,544.8
	8" Fittings & Restraints	1	LS	\$	934.50	\$934.5
	6" Fittings & Restraints	1	LS	\$	33,510.50	\$33,510.5
	Fire Hydrant Assembly	8	EA	\$	7,507.50	\$60,060.0
	Single Service - Short	56	EA	\$	649.10	
200 200	Single Service -Long	48	EA	\$	962.35	\$36,349.6 \$46,192.8
	Lift Station Water Service	1	EA	\$	6,801.60	
	Blowoff w/ 12" GV	1		_		\$6,801.60
	Blowoff w/ 8" GV		EA	\$	7,479.05	\$7,479.05
	Blowoff w/ 6" GV		EA	_	4,426.95	\$4,426.95
	POTABLE WATER SYSTEM TOTAL	2	EA	\$	3,149.90	\$6,299.80
	The state of the s			pro-		\$453,927.00
	SANITARY SEWER SYSTEM				和 原的有名。	
	8" PVC, SDR 26 (0'-6' Cut)	880	LF	\$	40.90	\$35,992.00
	8" PVC, SDR 26 (6'-8' Cut)	1,466	LF	\$	45.20	\$66,263.20
	8" PVC, SDR 26 (8'-10' Cut)	1,300	LF	\$	50.15	\$65,195.00
1001 (00010)	8" PVC, SDR 26 (10'-12' Cut)	382	LF	\$	57.50	\$21,965.00
	8" PVC, SDR 26 (12'-14' Cut)	50	LF	\$	64.90	\$3,245.00
	4' Sanitary Manhole 0'-6'	5	EA	\$	6,538.75	\$32,693.75
The second second	4' Sanitary Manhole 6'-8'	4	EA	\$	6,943.90	\$27,775.60
	4' Sanitary Manhole 8'-10'	5	EA	\$	7,841.00	\$39,205.00
10.00	4' Sanitary Manhole 10'-12'	2	EA	\$	8,261.45	\$16,522.90
	Single Service	29	EA	\$	1,507.95	\$43,730.55
	Double Service	37	EA	\$	1,984.40	\$73,422.80
	SANITARY SEWER SYSTEM TOTAL					\$426,010.80
	STORM DRAINAGE SYSTEM	THOUSE THE		E E	A MARIN TO A	了是这里的人
	ell tre et al visa tres	500			40.05	
	15" HP Dual Wall Storm Pipe 18" HP Dual Wall Storm Pipe	590	LF	\$	49.25	\$29,057.50

	Hillsb Engineer's Opinion of Probabl	VILLAGE Q WARI orough County, FL e Construction Cost DNLY (NO OFF-SITES Sep-25	- Public		rovements	
4.03	24" HP Dual Wall Storm Pipe	1,100	LF	\$	83.45	\$91,795.0
4.04	30" HP Dual Wall Storm Pipe	440	LF	\$	120.50	\$53,020.0
4.05	36" HP Dual Wall Storm Pipe	294	LF	\$	138.50	\$40,719.0
4.06	42" HP Dual Wall Storm Pipe	856	LF	\$	176.10	\$150,741.6
4.07	Type "1" Curb Inlet	25	EA	\$	7,124.60	\$178,115.0
4.08	Type "1" Curb Inlet w/ Alt. Bottom	1	EA	\$	8,580.50	\$8,580.5
4.09	Type "2" Curb Inlet	3	EA	\$	8,714.25	\$26,142.7
4.10	Type "E" Inlet	3	EA	\$	8,639.25	\$25,917.7
4.11	Type "P" Manhole	5	LF	\$	6,012.60	\$30,063.0
4.12	Type "J" Manhole	2	EA	\$	9,049.20	\$18,098.4
4.13	Type "J" Manhole w/ Alt. Bottom	3	EA	\$	10,075.60	\$30,226.8
4.14	Control Structure -CS-001	1	LS	\$	11,287.25	\$11,287.2
4.15	24" FES	3	EA	\$	6,408.80	\$19,226.4
4.16	42" FES	1	EA	\$	9,362.50	\$9,362.5
	STORM DRAINAGE SYSTEM TOTAL	THE RESIDENCE		S ELS		\$791,149.7
	Grand Total		i iy			\$2,555,822
		WARRA	NTY BON	D	10%	\$255,58



MATT ANGEROSA, PE

#60849



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

10:28:56 -04'00'

Digitally signed by Matthew J Angerosa Date:

2025.09.25

SUBDIVIDER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into thisday of, 20, by and bet 301 Wimauma, LLC, hereinafter referred to as the "Subdivider"	ween and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."	
<u>Witnesseth</u>	
WHEREAS, the Board of County Commissioners of Hillsborough County has established Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 16, 177, Florida Statutes; and	
WHEREAS, the LDC authorizes the County to accept ownership and/or mainter responsibility of off-site improvement facilities constructed by the Subdivider in conjunction projects in Hillsborough County, provided that the improvement facilities meet County standards and warranted against defects in workmanship and materials for a period of two (2) years; and	with
WHEREAS, the Subdivider has completed certain off-site improvement facilities in conjunction the subdivision known as Berry Bay Village 6Q (hereafter, the "Subdivision"); and	with
WHEREAS, pursuant to the LDC, the Subdivider has requested the County to accept aforementioned off-site improvement facilities for ownership and/or maintenance; and	the
WHEREAS, the Subdivider has represented to the County that the completed improve facilities have been constructed in accordance with the approved plans and all applicable Coregulations and technical specifications; and	
WHEREAS, the Subdivider has offered to warrant the off-site improvement facilities against defects in workmanship and materials and to correct any such defects which arise during the warranty period.	any
NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioff-site improvement facilities, the Subdivider and the County agree as follows:	
 The terms, conditions and regulations contained in the Hillsborough County Land Development Code, are hereby incorporated by reference and made a part of this Agreement. 	
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Subdivider agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Subdivider agrees to correct within the warranty period any such failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and LDC. The off-site improvement facilities, constructed in conjunction with the Subdivision are as follows:	
Roadway, Water, Sanitary, Storm	
3. The Subdivider agrees to, and in accordance with the requirements of the LDC, does hereby	

deliver to the County an instrument ensuring the performance of the obligations described in

paragraph 2 above, specifically identified as:

1 of 4 03/2025

a.	Letter of Credit, number	, dated
	with	by
	order of	
b.	A Warranty Bond, number F 36, September 25, 2025	1963 dated,
	September 25, 2025	with 301 Wimauma, LLC
		by order of
	****	, or
c.	Cashier/Certified Check, number	, dated
	which shall be deposited by the County	y into a non-interest bearing
	escrow account upon receipt. No in	nterest shall be paid to the
	Subdivider on funds received by th	ne County pursuant to this
	Agreement.	

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

- 4. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the LDC, to accept the off-site improvement facilities for maintenance, at such time as:
 - a. The Engineer-of-Record for the Subdivider certifies in writing that said offsite improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of the Development Services Department; and
 - All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b. Authorized representatives of the County's Development Review Division of the Development Services Department have reviewed the Engineerof-Record's certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.
- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
- 7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.
- 8. 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.
- 9. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

2 of 4 03/2025

IN WITNESS WHEREOF, the parties hereto have executed this a	agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
	ву
Witness Signature	Authorized Corporate Officer or Individual
	(Sign before Notary Public and 2 Witnesses)
Austin Berns	Nick Dister
Printed Name of Witness	Name (typed, printed or stamped)
Deigo	Vice President
Witness Signature /	Title
Tiffany Jennings	111 S Armenia Ave Tampa, FL 33609
Printed Name of Witness	Address of Signer
	813 - 443 - D809
	Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL	
(When Appropriate)	
ATTEST:	
VICTOR D. CRIST	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
Ву:	Ву:
Deputy Clerk	Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

Representative Acknowledgement STATE OF FLORIDA **COUNTY OF HILLSBOROUGH** The foregoing instrument was acknowledged before me by means of Aphysical presence or online notarization, this day of (name of person acknowledging) VICE 301 WIMauma for (type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed) Personally Known OR Produced Identification Type of Identification Produced JENNINGS (Print, Type, or Stamp Commissioned Name of Notary Public) TIFFANY JENNINGS Notary Public - State of Florida Commission # HH 641324 My Comm. Expires Sep 27, 2028 HH641324 Bonded through National Notary Assn. (Notary Seal) Commission Number) **Individual Acknowledgement** STATE OF FLORIDA **COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this (year) (name of person acknowledging) (day) (month) Personally Known OR Produced Identification (Signature of Notary Public - State of Florida) Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public) (Notary Seal) (Commission Number) (Expiration Date)



SUBDIVISION WARRANTY BOND - OFF-SITE

called the Principal, and Great American Insurance Company

301 E Fourth Street, Cincinnati, OH 45202 called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Five Hundred Eighty One Thousand Four Hundred Seventeen and 00/100 (\$581,417.00) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development regulations.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

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

whereas, the Principal has requested that the Board of County Commissioners of Hillsborough County accept the following off-site improvement facilities (off-site Roadway, Water, Sanitary, Storm, hereafter referred to as the "Off-Site Improvement Facilities") constructed in conjunction with the platted subdivision known as Berry Bay Village 6Q (hereafter, the "Subdivision"); and

WHEREAS, the subdivision regulations require as a condition of acceptance of the aforementioned Off-Site Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting said Off-Site Improvement Facilities in an amount prescribed by said subdivision regulations; and

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

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

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

A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the Subdivision against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;

1 of 2 04/2024



- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the subdivision regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SH EFFECT UNTIL May 09, 2027	ALL BE NULL	AND	VOID;	OTHERWISE,	то	REMAIN 	IN	FULL	FORCE	AND
SIGNED, SEALED AND DATED	this 25th	_ day o	of	September		_, 2025		_·		
ATTEST:										
ase										
Principal Signature	-					(Seal)				
July Ching	7			INSURANCE INSURA	COMPANY	/g N			p-10-10-1	
Surety Signature Yu cheng Chiang, attorney-in-fact				A STATE OF THE PARTY OF THE PAR	and the same of th	(Seal)				
ATTEST:										
7508										
Attorney-in-fact Signature						(Seal)				

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

M. Alward od

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

FREDERIC M. ARCHERD. JR. TANYA L. RUSSO RICHARD P. RUSSO. JR. MARY MARTHA LANGLEY YU CHENG CHIANG

Address ALL OF TAMPA, FLORIDA

Limit of Power ALL \$100,000,000

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 day of JUNE 2019

Attest

name thereto by like authority.

Assistant Secretary

Divisional Senior Vice President

Susan a Lohoust

JOHN K. WEBSTER (877-377-2405)

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH

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



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

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 Divisonal 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

25th

day of

September



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 My C. B.

Stephen C. Beraha, Assistant Vice President

BOND RIDER

THIS RIDER IS TO BE ATTACHED TO AND FORM A PART OF BOND:

Principal: 301 Wimauma, LLC; Eisenhower Property Group

Obligees: Board of County Commissioners of Hillsborough County

Surety: Great American Insurance Company

Bond Number: F361963

PROJECT: Berry Bay Village Q Warranty

KNOW ALL MEN BY THESE PRESENTS, that the Surety acknowledges and agrees to the following:

The aforesaid Bond shall be and it is hereby amended as follows:

Bond extension through 12/12/2027.

The bond shall be subject to all its agreements, limitations and conditions, except as herein modified, said Bond shall be and remain in full force and effect.

Effective, Signed, sealed and dated this 3rd day of October 2025.

Principal

(SEAL

Great American Insurance Company

Surety (SEAL)

Mary Martha Langley, Attorney-in-fact and Florida Licensed Resident Agent

Accepted by: _____

APPROVED BY THE COUNTY ATTORNEY

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.

FREDERIC M. ARCHERD. JR.
TANYA L. RUSSO
RICHARD P. RUSSO. JR.
MARY MARTHA LANGLEY
YU CHENG CHIANG

Attest

Address ALL OF TAMPA, FLORIDA Limit of Power ALL \$100,000,000

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

NSURAN.

My C.B_

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

Susan a Kohowst

GREAT AMERICAN INSURANCE COMPANY

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.



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

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 Divisonal 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

3rd

day of

October

2025



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 My C. B.

Stephen C. Beraha, Assistant Vice President

F.9935-GAIC (03/20) Page 1

BERRY BAY WILLAGE Q WARRANTY

Hillsborough County, FL Engineer's Opinion of Probable Construction Cost - Public Improvements OFFSITE ONLY (NO ONSITE) JUNE, 2025

		E , 2025		486	SEEDLE STREET	
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT		UNIT COST	CONTRACT VALUE
1.00	ROADWAY	42.55	CV	4	20.40	6277 644 6
1.01	1 1/2" Type FC-12.5 Asphalt	13,610		\$	20.40	\$277,644.0
1.02	1 1/2" Type SP-12.5 Asphalt 6" Crushed Concrete Base	16,578 2,968	SY SY	\$	16.20 18.50	\$268,563.6 \$54,908.0
1.03	8" Crushed Concrete Base			\$	22.90	
1.04	8" Stabilization Sub-Base (LBR 40)	13,610 3,642	SY SY	\$	7.70	\$311,669.0
1.06	12" Stabilization Sub-Base (LBR 40)		SY	\$	7.70	\$28,043.4
1.05	Miami Curb	17,810 2,626	LF	\$	17.15	\$139,808.5 \$45,035.9
1.08	Type E Curb	6,069	LF	\$	20.30	\$123,200.7
1.09	Type F Curb	6,220	LF	\$	18.95	\$123,200.7
1.10	Type AB Curb	310	LF	\$	31.90	\$9,889.0
1.11	Type D Curb	256	LF	\$	24.50	\$6,272.0
1.12	Drop Curb	80	LF	\$	24.50	\$1,960.0
1.13	5' Wide Conc. Sidewalk, 6" Thick	5,042	LF	\$	44.75	\$225,629.5
1.14	10' Wide Conc. Sidewalk, 6" Thick	776	LF	\$	83.40	\$64,718.4
1.15	ADA Ramps < 5' >	13	EA	\$	1,048.55	\$13,631.1
1.16	ADA Ramps < 12' >	20	EA	\$	1,470.70	\$29,414.0
1.17	Striping, Signage	1	LS	\$	76,968.80	\$76,968.8
1.18	6" Concrete TECO Access	1,488	SF	\$	10.55	\$15,698.4
1.19	12' Multi-Use Trail	4,671	LF	\$	38.85	\$181,468.3
1.20	Roadside Underdrain	1,243	ĹF	\$	18.85	\$23,430.5
1.21	Underdrain Cleanouts	10	EA	\$	388.30	\$3,883.0
1.22	6" PVC Road Sleeves	552	LF	\$	15.30	\$8,445.6
1.23	4" PVC Road Sleeves	276	LF	\$	9.80	\$2,704.8
1.24	Retaining Wall	105	LF	\$	137.60	\$14,448.0
CONTRACTOR OF THE PARTY.	ROADWAY TOTAL	VERNING STA	Park and the		WALLBALE	\$2,045,303.6
2.00	POTABLE WATER SYSTEM		HERE OF	HA.		MINESKARS
2.01	24" STEEL CASING	212	LF	\$	148.60	\$31,503.2
2.02	18" STEEL CASING	95	LF	\$	121.10	\$11,504.5
2.03	16" STEEL CASING	92	LF	\$	101.75	\$9,361.0
2.04	12" PVC C900 DR18 WM	1,286	LF	\$	83.50	\$107,381.0
2.05	12" Ductile Iron Pipe	3,222	LF	\$	110.25	\$355,225.5
2.06	8" PVC C900 DR18 WM	162	LF	\$	49.90	\$8,083.8
2.07	6" PVC C900 DR18 WM	114	LF	\$	33.95	\$3,870.3
2.08	2" P.E blue	48	LF	\$	12.10	\$580.8
2.09	12" Gate Valve w/ Box	31	EA	\$	5,425.10	\$168,178.1
2.10	8" Gate Valve w/ Box	1	EA	\$	3,019.50	\$3,019.5
2.11	6" Gate Valve w/ Box	2	EA	\$	2,165.80	\$4,331.6
2.12	2" Gate Valve w/ Box	2	EA	\$	1,505.80	\$3,011.6
2.13	12 x 12" Cross	1	EA	\$	3,169.45	\$3,169.4
2.14	12 x 12" Tee	4	EA	\$	2,535.70	\$10,142.80
2.15	12 x 8" Tee	2	EA	\$	1,814.05	\$3,628.10
2.16	12 x 2" Tee	2	EA	\$	1,779.25	\$3,558.50
2.17	12 x 6" Reducer	1	EA	\$	906.40	\$906.40
2.18	12" Fittings & Restraints	1	LS	\$	79,405.40	\$79,405.40
2.19	8" Fittings & Restraints	1	LS	\$	1,284.80	\$1,284.80
2.20	6" Fittings & Restraints	1	LS	\$	712.00	\$712.00
2.21	Fire Hydrant Assembly	10	EA	\$	7,615.20	\$76,152.0
	Lift Station Water Service	1	LS	\$	6,827.95	\$6,827.9
2.23	Blowoff w/ 12" G.V.	4	EA	\$	7,199.95	\$28,799.80
2.24	Blowoff w/ 8" G.V.	2	EA	\$	4,141.20	\$8,282.40
		STREET, STREET		10	ERSENTISCS.	\$928,920.50
Mar of	POTABLE WATER SYSTEM TOTAL	LANGE VINCEN				
3.00	SANITARY SYSTEM			41.1		
3.00 § 3.01	SANITARY SYSTEM 8" PVC SDR 26 (10-12')	82	LF	\$	57.50	\$4,715.0
3.00 3.01 3.02	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14')	56	LF	\$	64.80	\$3,628.8
3.00 § 3.01 3.02 3.03	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14') 8" PVC SDR 26 (14-16')	56 68	LF LF	\$	64.80 73.40	\$3,628.8 \$4,991.2
3.00 § 3.01 3.02 3.03 3.04	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14') 8" PVC SDR 26 (14-16') 8" PVC SDR 26 (16-18')	56 68 212	LF LF LF	\$	64.80 73.40 85.65	\$3,628.8 \$4,991.2 \$18,157.8
3.00 § 3.01 3.02 3.03 3.04 3.05	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14') 8" PVC SDR 26 (14-16') 8" PVC SDR 26 (16-18') 8" PVC C900 (16-18')	56 68 212 56	LF LF LF	\$ \$ \$	64.80 73.40 85.65 98.25	\$3,628.8 \$4,991.2 \$18,157.8 \$5,502.0
3.00 § 3.01 3.02 3.03 3.04 3.05 3.06	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14') 8" PVC SDR 26 (14-16') 8" PVC SDR 26 (16-18') 8" PVC C900 (16-18') Single Service	56 68 212 56 2	LF LF LF	\$ \$ \$ \$	64.80 73.40 85.65 98.25 1,507.95	\$3,628.8 \$4,991.2 \$18,157.8 \$5,502.0 \$3,015.9
3.00 § 3.01 3.02 3.03 3.04 3.05 3.06 3.07	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14') 8" PVC SDR 26 (14-16') 8" PVC SDR 26 (16-18') 8" PVC C900 (16-18') Single Service Manhole (10-12')	56 68 212 56 2	LF LF LF	\$ \$ \$ \$ \$	64.80 73.40 85.65 98.25 1,507.95 8,261.45	\$3,628.8 \$4,991.2 \$18,157.8 \$5,502.0 \$3,015.9 \$8,261.4
3.00 § 3.01 3.02 3.03 3.04 3.05 3.06 3.07	SANITARY SYSTEM 8" PVC SDR 26 (10-12') 8" PVC SDR 26 (12-14') 8" PVC SDR 26 (14-16') 8" PVC SDR 26 (16-18') 8" PVC C900 (16-18') Single Service	56 68 212 56 2	LF LF LF EA	\$ \$ \$ \$ \$ \$	64.80 73.40 85.65 98.25 1,507.95	\$3,628.8 \$4,991.2

BERRY BAY WILLAGE Q WARRANTY

Hillsborough County, FL Engineer's Opinion of Probable Construction Cost - Public Improvements OFFSITE ONLY (NO ONSITE) JUNE, 2025

	SANITARY SYSTEM TOTAL	September 15	al trail of		County of	\$755,525
4.00	FORCEMAIN SYSTEM	STATE STATE		187		
4.01	18" STEEL CASING	132	LF	\$	167.37	\$22,092
4.02	8" PVC C900 DR18 FM	3,732	LF	\$	180.86	\$674,969
4.03	6" PVC C900 DR18 FM	20	LF	\$	166.78	\$3,335
4.04	8" Plug Valve w/ Box	6	EA	\$	79.83	\$478
4.05	6" Plug Valve w/ Box	5	EA	\$	261.16	\$1,305
4.06	8 x 6" Tee	1	EA	\$	51.12	\$5:
4.07	6 x 6" Tee	1	EA	\$	1.12	\$
4.08	8" Fittings & Restraints	1	LS	\$	1.19	\$
4.09	6" Fittings & Restraints	1	LS	\$	15,440.67	\$15,44
4.10	Blowoff	2	EA	\$	4,731.22	\$9,46
	FORCEMAIN SYSTEM TOTAL				Non-Allender	\$727,13
5.00	REPLACE EXISTING FORCEMAIN SYSTEM	CONTRACTOR OF THE PARTY OF THE	TANKS IN SECTION			A COMPANY THE IS
5.01	FM Connect to Existing Pipe	1	EA	\$	16,775.20	\$16,77
5.02	FM Open Cut Steel Casing 24"	90	LF	\$	1,045.35	\$94,08
5.03	FM PVC Pipe 12"	2,446	LF	\$	102.67	\$251,13
5.04	FM PVC Pipe 8"	20	LF	\$	79.64	\$1,59
5.05	FM Fittings 12"	1	LS	\$	13,154.79	\$13,15
5.06	FM Fittings 8"	1	LS	\$	901.55	\$90
5.07	FM Plug Valve 12"	4	EA	\$	6,326.33	\$25,30
5.08	FM Plug Valve 8"	1	EA	\$	2,703.01	\$2,70
5.09	FM Air Release	2	EA	\$	4,052.48	\$8,10
	REPLACE EXISTING FORCEMAIN SYSTEM TOTAL	and in product	Carlos Tak		and a supple	\$413,749
6.00	STORM DRAINAGE SYSTEM					
6.01	15" HP Dual Wall Storm Pipe	146	LF	\$	49.25	\$7,19
6.02	18" HP Dual Wall Storm Pipe	525	LF	\$	58.80	\$30,87
6.03	24" HP Dual Wall Storm Pipe	1,604	LF	\$	83.45	\$133,85
6.04	30" HP Dual Wall Storm Pipe	192	LF	\$	120.50	\$23,13
6.05	36" HP Dual Wall Storm Pipe	82	LF	\$	138.55	\$11,36
6.06	42" HP Dual Wall Storm Pipe	199	LF	\$	176.10	\$35,04
6.07	48" HP Dual Wall Storm Pipe	528	LF	\$	335.60	\$177,19
6.08	60" HP Dual Wall Storm Pipe	408	LF	\$	539.40	\$220,07
6.09	Type 1 Curb Inlet	7	EA	\$	7,378.95	\$51,65
6.10	Type 1 Curb Inlet w/ Alt. Bott	1	EA	\$	11,191.80	\$11,19
6.11	FDOT Type 4 Curb Inlet	13	EA	\$	10,030.70	\$130,39
6.12	Type E Inlet	4	EA	\$	7,515.25	\$30,06
6.13	Type P Manhole	3	EA	\$	5,849.40	\$17,54
6.14	Type J Manhole w/Alt Bott.	1	EA	\$	12,125.85	\$12,12
6.15	30" F.E.S.	2	EA	\$	5,773.60	\$11,54
6.16	60" F.E.S.	1	EA	\$	20,920.85	\$20,920
	Dewatering / Rock Bedding	1	LS	\$	19,351.90	\$19,35:
6.17		P. VALUE AND DESCRIPTION OF THE P.	ESHIDIO CONTRACTOR	1230	THE RESERVE TO SERVE THE PARTY OF THE PARTY	\$943,52
6.17	STORM DRAINAGE SYSTEM TOTAL	我在3年7月1日本日			AND ADDRESS OF THE PARTY OF THE	7343,32.
6.17	STORM DRAINAGE SYSTEM TOTAL					3545,32.



MATT ANGEROSA, PE

WARRANTY BOND

#60849

\$581,417

10%



by Matthew J Angerosa Date: 2025.09.25 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

10:22:44 -04'00'

Digitally signed

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

	greement made s of Tampa, LLC	and entered into thisday of, 20, by and between
		, hereinafter referred to as the "Subdivider" and al subdivision of the State of Florida, hereinafter referred to as the "County."
	county, a pontion	
		<u>Witnesseth</u>
		ard of County Commissioners of Hillsborough County has established a Land
		er referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177,
Florida Statut		
WHER	REAS, the LDC aff	fects the subdivision of land within the unincorporated areas of Hillsborough County; and
WHER	EAS, pursuant	to the LDC, the Subdivider has submitted to the Board of County Commissioners
of Hillsboro		Florida, for approval and recordation, a plat of a subdivision known as (hereafter referred to as the "Subdivision"); and
WHER	EAS, a final	plat of a subdivision within the unincorporated area of Hillsborough
		oved and recorded until the Subdivider has guaranteed to the satisfaction of
the County the	at lot corners wi	ill be installed; and
WHER	EAS, the lot cor	ners required by Florida Statutes in the Subdivision are to be installed after recordation of
		sted with the County; and
WHER	EAS, the Subdiv	ider agrees to install the aforementioned lot corners in the platted area.
		consideration of the intent and desire of the Subdivider as set forth herein, to gain
		ord said plat, and to gain acceptance for maintenance by the County of the aforementioned
		r and County agree as follows:
1.	The terms cor	nditions and regulations contained in the LDC, are hereby incorporated by reference and
		this Agreement.
2.		er agrees to well and truly build, construct and install in the Subdivision, within
	Twenty-four	(24) months from and after the date that the Board of County
		sapproves the final plat and accepts the performance bond rendered pursuant to paragraph
		corners as required by Florida Statutes.
3.		agrees to, and in accordance with the requirements of the LDC does hereby deliver to
	specifically ider	instrument ensuring the performance of the obligations described in paragraph 2, above,
	a.	Letter of Credit, number, dated,
		withby order of,
	la.	
	b.	A Performance Bond, number 0873567 dated, September 26, 2027 with Perry Homes of Florida, LLC
		as Principal, and Harco National
		Insurance Company as Surety, or
	c.	Escrow ageement, dated, between,
	5.	and the County, or
	C.	Cashier/Certified Check, number, dated,
	٠.	which shall be denosited by the County into a non-interest hearing

1 of 4

03/2025

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

2 of 4 03/2025

IN WITNESS WHEREOF, the parties hereto have executed	this Agreement, effective as of the date set forth above
ATTEST:	Subdivider:
Olive Callen	By Authorized Corporate Officer or Individual
Witness Signature	(Sign before Notary Public and 2 Witnesses)
Olivia Calhoun	Fabio Hediger
Printed Name of Witness	Name (typed, printed or stamped)
Witness Signature	Director of Land Development
Printed Name of Witness	601 Bayfhore Blvd Suite 600 Address of Signer Tampa, FL 3360
	321 - 217 - 8788 Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate) ATTEST:	
VICTOR D. CRIST	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By:Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

3 of 4 03/2025

Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by m		
30th day of September, (day) (month) (year) Director of Land Development for	by Fabio Hediaer as	
(day) (month) (year)	(name of person acknowledging)	
Director of Land Developmentfor	Perry Homes of FL LLC.	
(type of authority,e.g. officer, trustee, attorney in fact) (na	me of party on behalf of whom instrument was executed)	
Personally Known OR 🗵 Produced Identification	Olivin Calle	
Driver's Lineuse	(Signature of Notary Public - State of Florida)	
Type of Identification Produced	Olivia Calhoun	
ANY PIG	(Print, Type, or Stamp Commissioned Name of Notary Public)	_
Olivia Calhoun Comm.: HH 500150 Expires: Mar. 5, 2028	HH SOO 150 3/5/28 (Commission Number) (Expiration Date)	
Corrective Hatary Paublic - State of Florida	(Commission Number) (Éxpiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH		
The foregoing instrument was acknowledged before me by m	eans of \square physical presence or \square online notarization, this	
day of	, by	
(day) (month) (year)		
Personally Known OR Produced Identification		_
	(Signature of Notary Public - State of Florida)	
Type of Identification Produced		
· // · · · · · · · · · · · · · · · · ·	(Print, Type, or Stamp Commissioned Name of Notary Public)	_
(Notary Seal)	(Commission Number) (Expiration Date)	<u> </u>

4 of 4 03/2025

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we	Perry Homes of Florida, LLC
	_ called the Principal, and Harco National Insurance Company
calle	led the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUG	GH COUNTY, FLORIDA, in the sum of Fourteen
Thousand Three Hundred Thirty and 00/100	(\$14,330.00) Dollars for the payment of which sum,
well and truly to be made, we bind ourselves, our heir	rs, executors, administrators, and successors, jointly and
severally, firmly by these presents.	

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which 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, pursuant to these subdivision regulations a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

Berry Bay Village 6Q are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance — Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

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

1 of 2 06/2021

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

A. If the Principal shall well and truly build, construct, and install in the platted area known as Berry Bay Village 6Q subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within _Twenty-Four months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 12th, 2027

_____, 20_25 _ SIGNED, SEALED AND DATED this 8th day of October

ATTEST:

Perry Homes of Florida, LLC

(SEAL)

Harco National Insurance Company

SURETY

(SEAL)

ATTEST:

Makayla Alexis Witness

ATTORNEY-IN-FACT

(SEAL) Connor Wolpert, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

2 of 2

06/2021

0873567

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd. Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

MICHELLE ANNE MCMAHON, JOSHUA SANFORD, CONNOR WOLPERT, JONATHAN GLEASON, DORITZA **MOJICA**

Hartford, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December 2018

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2024

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2024 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly swom, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY: that the seals affixed to said instrument are the Corporate Seals of said Companies: that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

a Notary Public of New Jersey Cathy Cruz My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 8, 2025

BERRY BAY VILLAGE Q Hillsborough County, FL LOT CORNERS

JUNE . 2025

	Gr		\$11,458.00		
	TOTAL				\$11,458.0
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.0
1.02	Monuments- Misc Tracts	27.00	Per Tract	\$70.00	\$1,890.0
1.01	Monuments Installed	104.00	Per Lot	\$82.00	\$8,528.0
1.00	LOT CORNER MONUMENTATION				

PERFORMANCE BOND 125% \$14,330



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

Digitally signed by Matthew J Angerosa Date: 2025.09.25

considered signed and sealed and the signature must be verified on any electronic copies. 10:18:55 -04'00'

BERRY BAY PHASE 6 VILLAGE 0

A REPLAT OF A PORTION OF TRACT 307 OF BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGES 76 THROUGH 112, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND PORTIONS OF SECTIONS 28 AND 29, TOWNISHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY

DESCRIPTION:

DEMINISTER, DESTRUCTIONES ENTRY LAS ENTRY DE LA DESTRUCT AL DESTRUCT OR SETTI HERICE SANDYERS. A DESTRUCT OF SENTET, HERICE SANDYERS, A DESTRUCT OR SETTI HERICE SANDYERS, A DESTRUCT OR SETTI HERICE SANDYERS. A DESTRUCT OR SETTI HERIC

SURVEYOR'S CERTIFICATION

I, THE UNDERSIONED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED, THAT THIS PLAT TWAS REPEARED UNDER MY DIRECTION AND SUPERVISION, "THAT THIS PLAT COMPLETS MITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA, STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT TERMANENT REFERENCE MONUMENTS (PRAIS) WERE SET ON THE SEPTEMBER 3, 2025, AS SHOWN HEREOUS, AND THAT TERMANENT CONTROL, POINTS (PCPS) AND LOT CORNERS HAVE BEEN SET ON MILL BE SET FER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DOES HEREBY DEDICATE THIS PLAT OF BERRY DAY PANSES MULLOGE OFOR RECORD, DUTHER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE ALL STREETS, ROOMS, RIGHTS-OFAWN, AND ASSEMBIT DESIGNATED ON THE PLAT AS "PUBLIC", THE UNDERSIGNED FURTHER MAKE THE FOLLOWING DEDICATIONS AND RESERVATIONS:

OWNER HEREBY DEDICATES FOR PUBLIC USE THE ADDITIONAL RIGHT-OF-WAY FOR SIMMONS LOOP.

TRACT PS-1 IS HEREBY DEDICATED TO HILL SBOROUGH COUNTY FOR PUBLIC USE AS A LIFT STATION.

OWNER DOES FURTHER DEDICATE TO THE PUBLIC IN GENERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

PROVILE DAVANGE EASEMENTS AND PROVINE WALL EASEMENTS ARE HEREBY RESERVED BY COMMERCIAL CONNECTANCE TO A PHONEOPOMENT SUSTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE CUSTODIAL AND MAINTENANCE. WITHOUT SUBSEQUENT DESCRIPTION AND MAINTENANCE.

FER INTEREST IN TRACTS "A.F. AND "A.Z." B-IT THROUGH "B-J", "C-IT THROUGH "C-IS", "D-IT, "F-IT THROUGH "S-J", "AD "S-J", "AD "F-IT THROUGH "S-J", "AD "

SAID TRACTS "A-I" AND "A-2", "B-I" THROUGH "B-5", "C-I" THROUGH "C-I ", "D-I", "F-I" THROUGH "F-3" AND "R-I" ARE SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY DEDICATED TO PUBLIC USE AS

THE MAINTENANCE OF OWNER-RESERVED TRACTS AND AREAS RESERVED BY THE OWNER AS "PRIVATE" WILL BE THE RESPONSIBILITY OF THE OWNER, THEIR ASSIGNS AND THEIR SUCCESSORS IN TITLE.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

BY: NICHOLAS J. DISTER, AUTHORIZED REPRESENTATIVE OWNER: 301 WIMAUMA LLC, A FLORIDA LIMITED LIABILITY COMPANY

STATE OF FLORIDA ACKNOWLEDGMENT

COUNTY OF HILLSBORDUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _______ DAY OF SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS ______ DAY OF SWORN TO ME DAY OF DAY OF THE PROPERTY OF 201 WIMAUMA, LLC. A FLORIAL MUTED LUBURTY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED ______ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE COMMISSION NUMBER MY COMMISSION EXPIRES:

(PRINTED NAME OF NOTARY)

OWNER: PHFL LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: GARRISON TASKA, DIVISION PRESIDENT

ACKNOWLEDGMENT

COUNTY OF HILLSBOROUGH STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

(PRINTED NAME OF NOTARY)

COMMISSION NUMBER

PLAT BOOK

PAGE

- 2. BEJANIOS SHOWN HERGON ARE BASED ON THE MORTH DOUDARY OF THE MORTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH HANGE 20 EAST, HILLSGROUGH COMITY, FLORICH, HANNA A GRID BEJANIO OF SAPZZOYE, THE GRID BEJANIOS AS SHOWN HERGON REFER TO THE STATE PAJACE COORDINITE SYSTEM, MORTH AMERICAN HORIZONTAL DATUM OF 1833 (MJD 53-2011) ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
- SUBDIVISION PLATS BY NO MEANS REPRESENT A DETENUINATION ON WHETHER REPORTERS WILL MLL NOT FLOOD. LAND WITHIN THE SUBJECT PLATE PLATE PLATE SHAPE FLOODING: THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING A RESTRICTIONS ON DEVELOPMENT.
- A DRAWNEE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDIAG, BIT NOT JAMTE TO, SERCHAUS, OPRIEMNYS, IMPERPOULS SERVEES, PATIOS, EDCES, POPUS, REPOS, SHROUS, REPOS, STRUCTURES, UTILITY SEPOS, POLES, FENCES, SPRINKER SYSTEMS, TREES, SHROUS, REPOSES, AND ANDSCAPAIN FANTS OTHER THAN GRAVE, EXCEPT FOR LANGSCAPHING FANTS OTHER THAN GRAVE EXCEPT FOR LANGSCAPHING FANTS OTHER THAN GRAVE EXCEPT FOR LANGSCAPHING FANTS OTHER THAN GRAVE EXCEPT.
- ALL PAUTED UTILITY EXSEMENTS SHALL PRODUCE THAT SUCH EXSEMENTS SHALL ALSO BE EXSEMENTS FOR THE CONSTRUCTION, UNSTAULATION, MANITEMENTE, AND CREATION OF CAUSE TREASPORTS, AND SUCH CONSTRUCTION, INSTAULATION, MANITEMENTE, AND OFFERATION OF CAUSE TELEURISMY SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY,
- 6. ALL UNES THAT INTERSECT A CURVE THAT ARE NOT LABELED NON-RADIAL (NR) ARE RADIAL
- NOTICE THIS PLAT AS RECORDED IN ITS GRAPHOLFORM, IS THE OFFICIAL DEPICTION OF THE SUBDINDED LANDS DESCRIBED HERRIN AND MILL WAREH NO CIRCUMSTANCES DE SUPPLANTED IN AUTHORITY BY MAY OTHER GRAPHOLFOR DIGITAL FORM OF THE PLAT. THERE MAY BE AUXIDTIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- A, THE WEITAND CONSERVATION AREA SHALL BE RETAINED PREMARY OF THE HALLSRONDED COMMY AND DREAD-PRINT CODE (LOD). AS AMEDISON THE HALLSRONDED COLOMY EMPROMENT LAND DEPELOPMENT CODE (LOD) AS AMEDISON THE HALLSRONDED COLOMY EMPROMENTAL COUNTY LAND DEPELOPMENT CODE (LOD) AS AMEDISON THE HALLSRONDED COLOMY EMPROMENTAL PROTECTION COMMISSION (EPC), IN ADDITION, A OF THE HALLSRONDED COLOMY EMPROMENTAL PROTECTION COMMISSION (EPC), IN ADDITION, A OF THE HALLSRONDED COLOMY EMPROMENTAL PROTECTION COMMISSION (EPC), IN ADDITION, A DETERMINED CONSERVATION AREA IS RECEIVED BETTO COMMISSION (EPC), IN ADDITION AND A DEPELOPMENT COME PRESUMENT TO ALL STATUS (MICHAEL) CONSERVATION AREA IS RECEIVED BETTO COME PRESUMENT TO ALL STATUS (MICHAEL) CONSERVATION AND STATUS (MICHAEL) CONTROLLED ON THE HALLSRONDE CONTR

PROPERTY IS JULIED TO ANDOREURISTIS BY.

NOTICE OF ESTABLISHEND OF THE GERRY BAY II COMMUNTY DE/ELOPMENT DISTRICT RECORDED

RECHMEN 12, 2023, IN OFFICH, RECORDS INSTRUMENT NO. 2023SOUTE, AMENDED NOTICE OF

ESTABLISHED OF THE BERRY BAY IN COMMUNT DE ELOPMENT DISTRICT RECORDED MARCH S, 2024 IN

OFFICHL RECORDS INSTRUMENT NO. 2024093764

BOARD OF COUNTY COMMISSIONERS:
THIS PLAT HAS BEEN APPROVED FOR RECORDATION

HILLSBOROUGH COUNTY DEVELOPMENT SERVICES DEPARTMENT DIRECTOR IN ACCORDANCE WITH HILLSBOROUGH COUNTY RESOLUTION R25-042

DATE

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTEN CONFORMITY, THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

ENEMMED BY. LICENDE PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # SURVEY SECTION, PERFORMANCE, DATA AND ANALYTICS DEPARTMENT, HILLSBORDUGH COUNTY

CLERK OF CIRCUIT COURT

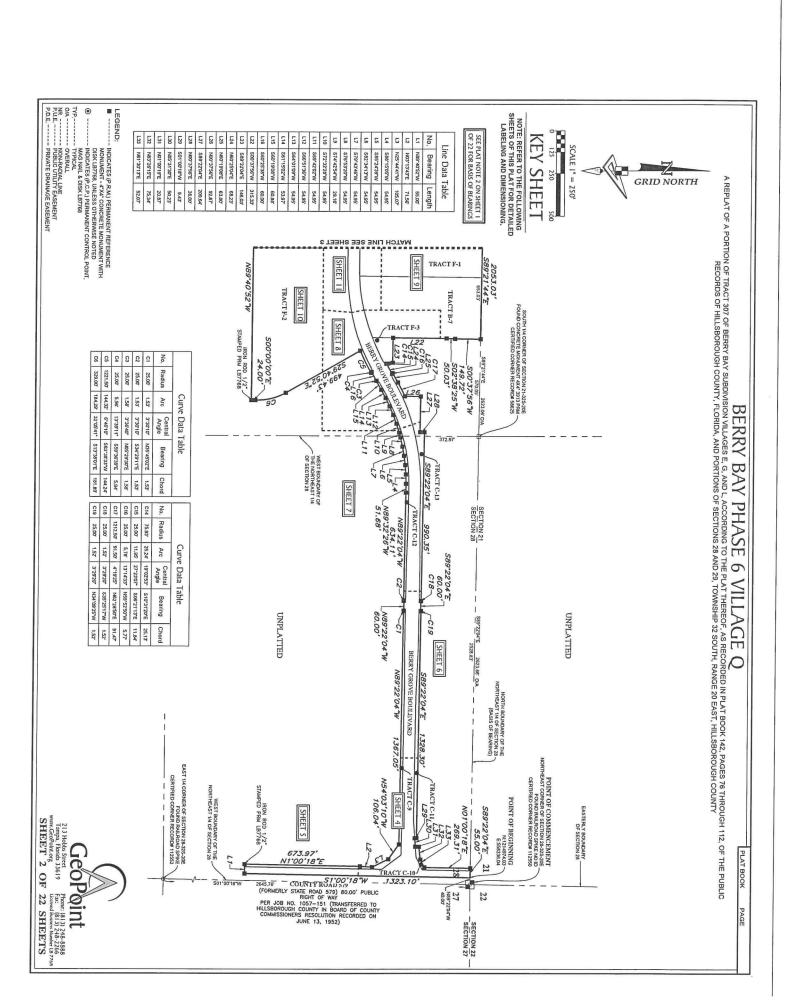
COUNTY OF HILLSBOROUGH STATE OF FLORIDA

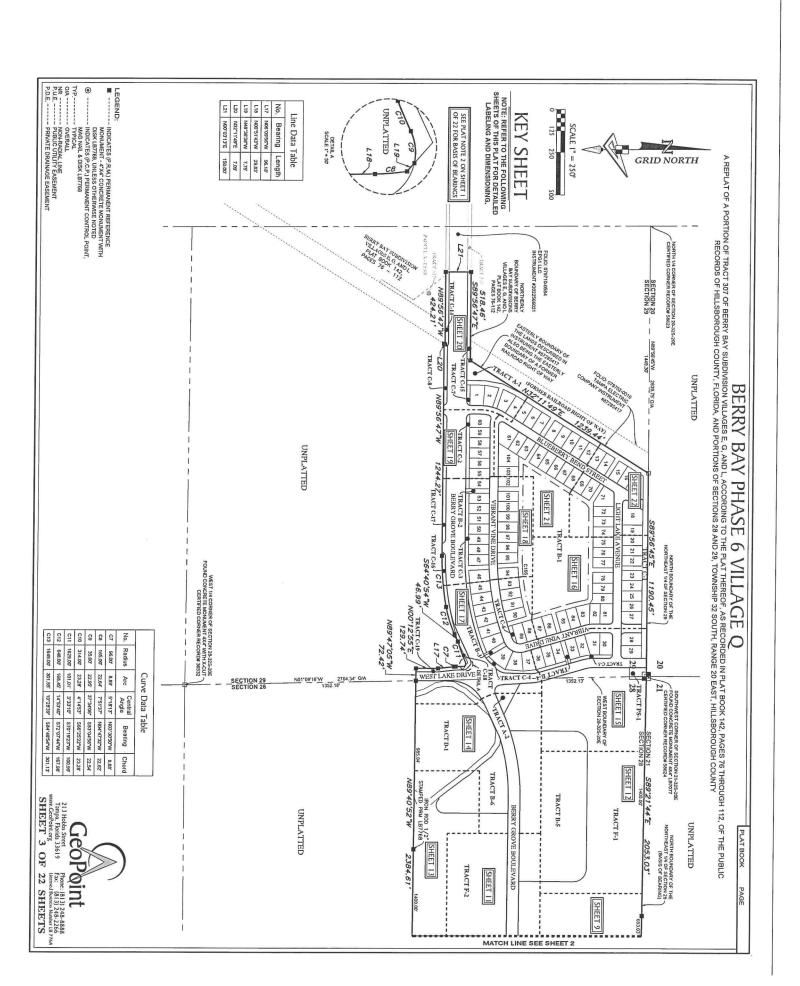
HEBERY CERTRY THAT THE SUBDIVISION PLAT MEETS THE REDURENLEVITS IN FORM, OF CHAPTER 177 PART 10F THE TORON STATUTES AND INAS BEEN FILLD FOR RECORD IN PLAT BOOK _____PAGE___OF THE PUBLIC RECORDS OF HILLSBOROUNH COUNTY, FLORIDK,

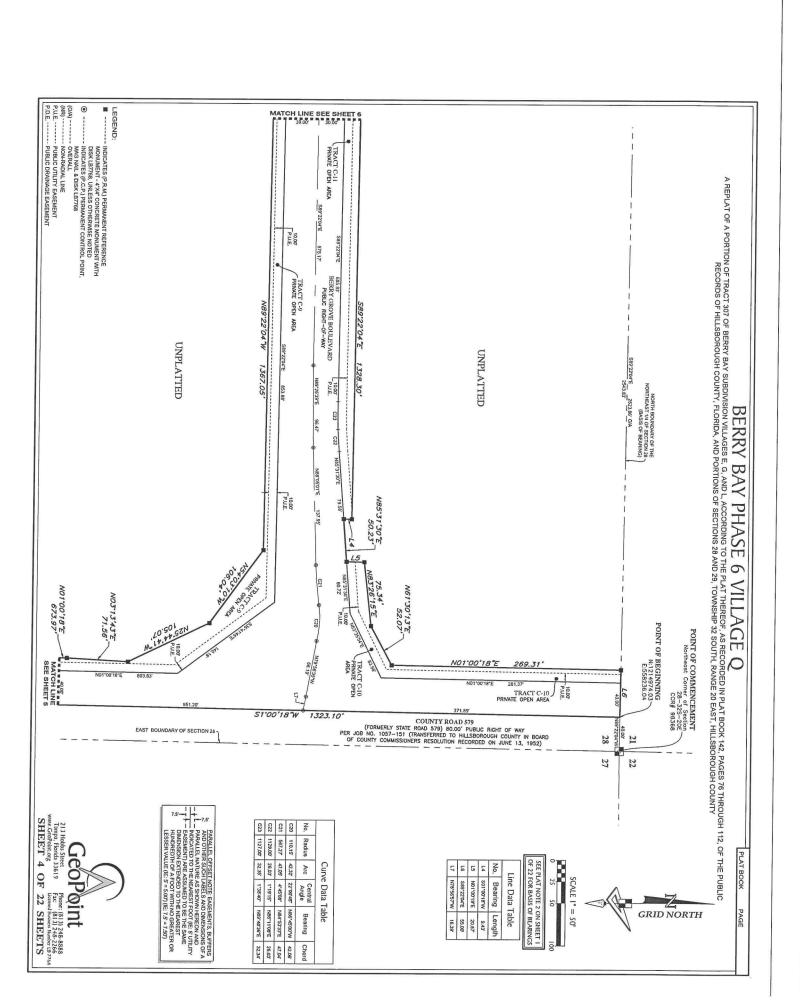
CLERK FILE NUMBER: CINDY STUART CLERK OF CIRCUIT COURT DAY OF DEPUTY CLERK

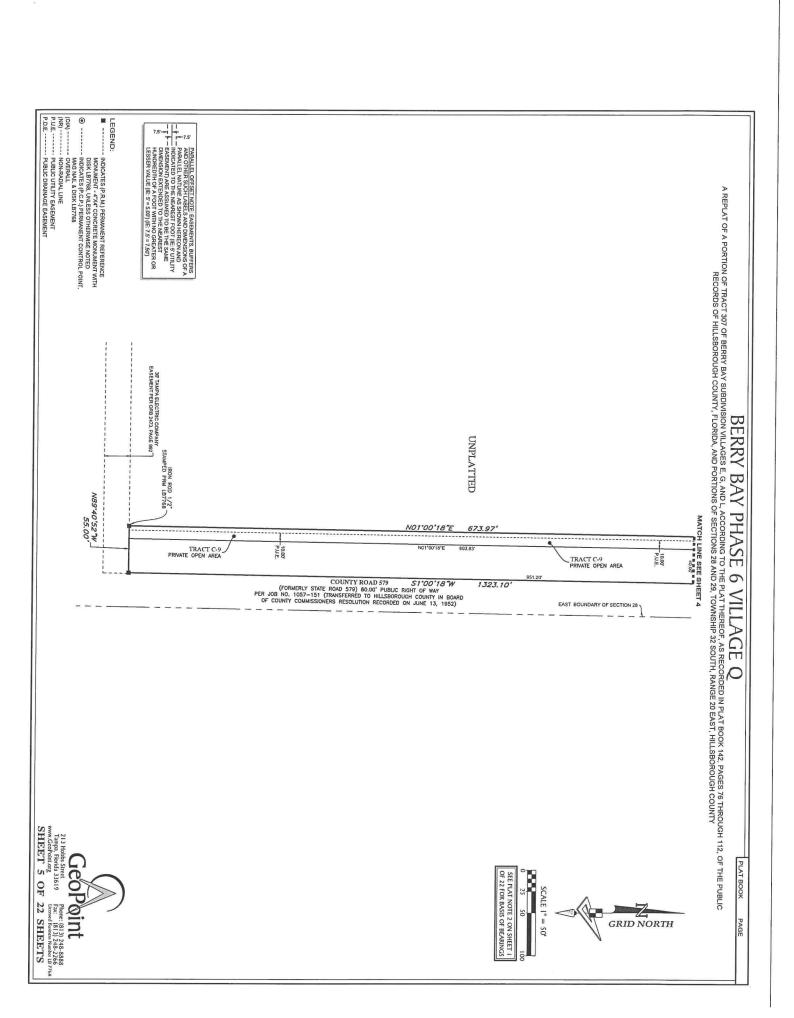


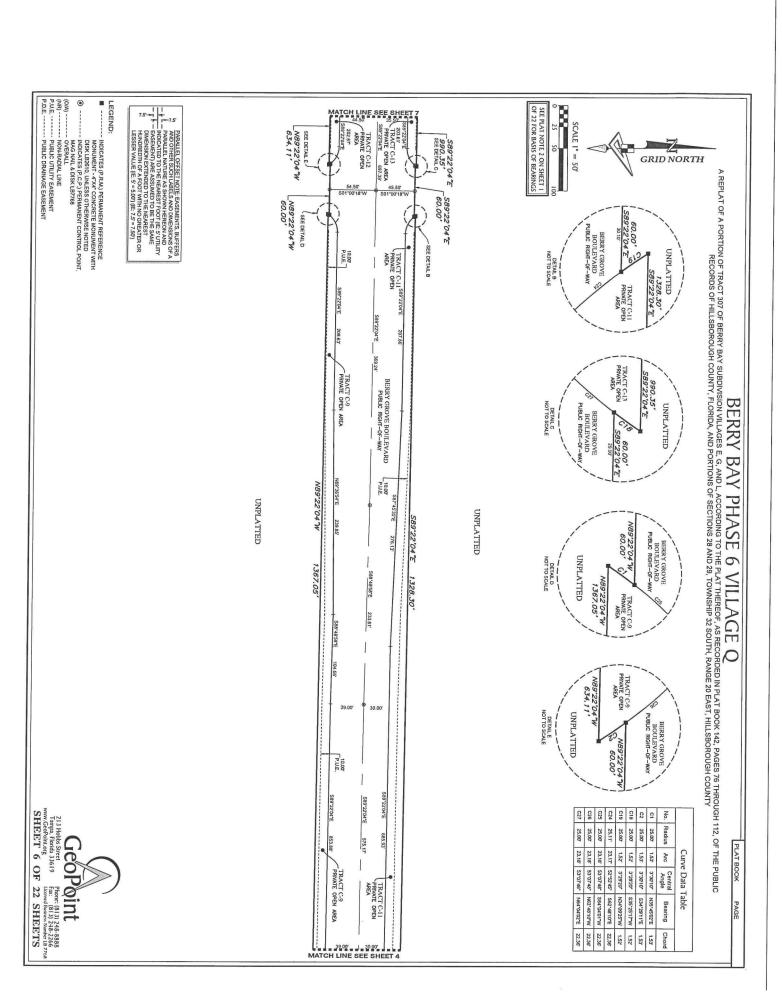
CHARLES M. ARNETT. (LICENSE NO. LS6884)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
GEOPOINT SURVEYING, INC.
213 HOBBS STREET, TAMPA, FL 33619
LICENSED BUSINESS NUMBER LB 7768





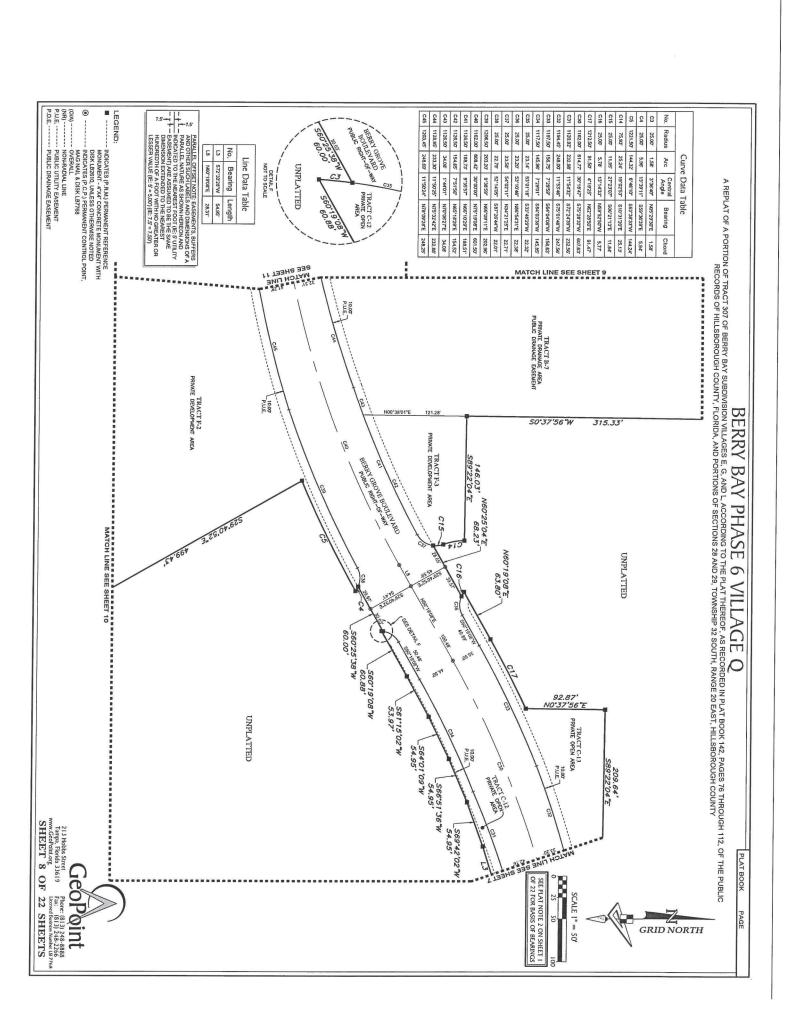


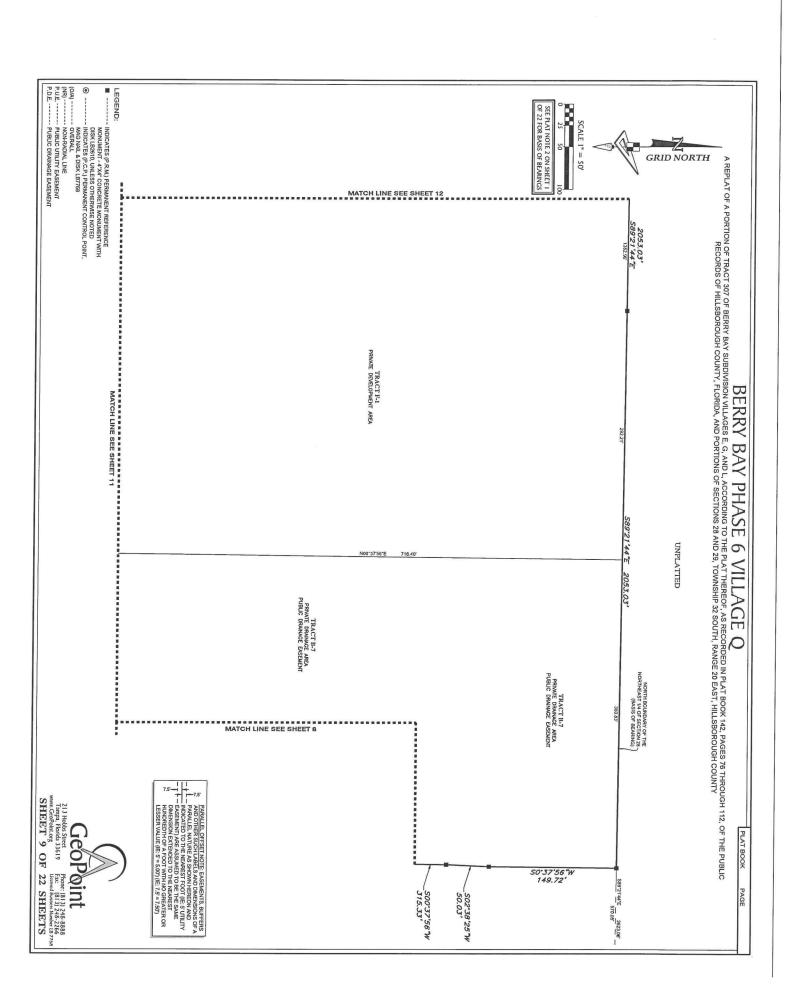


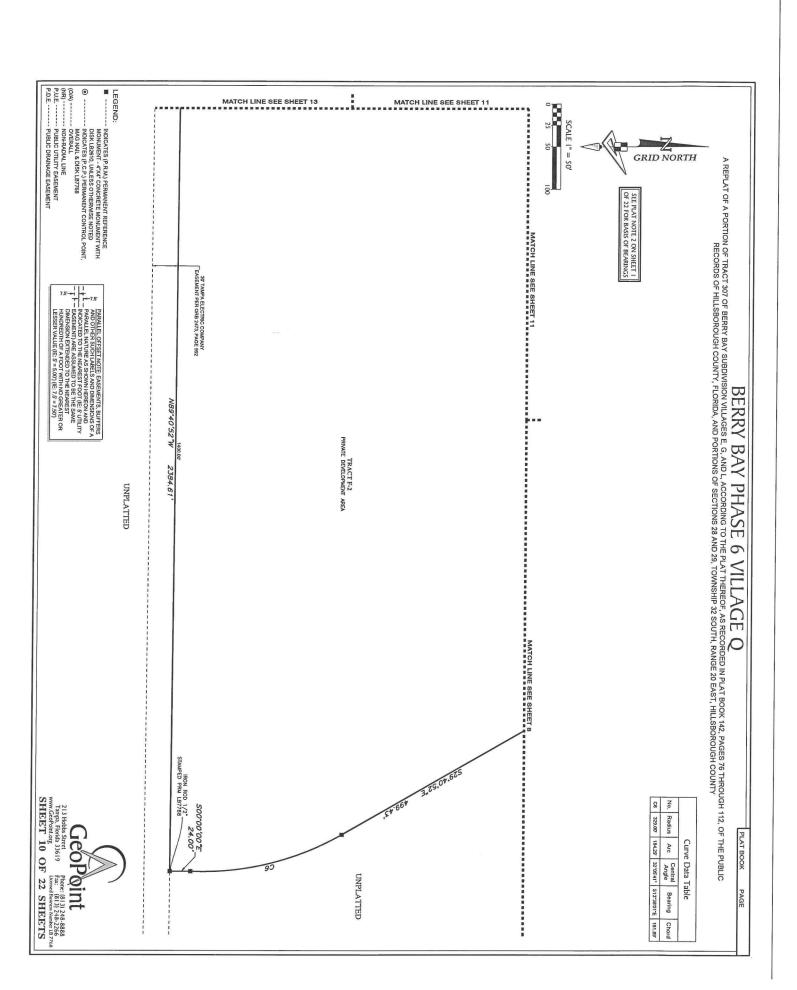


209.64' 289"22"04"E LEGEND: L1 \$78*5320W 54.95*
L2 \$74*42*54TW 29.16*
L3 \$72*32*28*W 54.95*
L29 N00*37*56*E 26.00* Line Data Table ARAQUE OFFSET NOTE BASEMENTS, BUFFERS
AND OTHER SUCH DARELS AND DIMENSIONS OF A
PARALLE NATURE AS SHOWN HEREON AND
MOKANED TO THE RUAREST FOOT (IE. 90 TILLY
E SERIEMT) ARE ASSIMED TO BE THE SAME
UMBISSION ESTENDED TO THE HERAEST FOR
LESSER VALUE (IE. S. SAO) (IE. 1.5 = 7.50)
LESSER VALUE (IE. S. SAO) (IE. 7.5 = 7.50) Bearing Length - NOICATES (P.R.M.) PERMANENT REFERENCE MONUMENT WITH MONUMENT - 474" CONCRETE MONUMENT WITH DISK LEBZIO, UNLESS OTHERWISK NOTED INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG MAIL & DISK LB7788

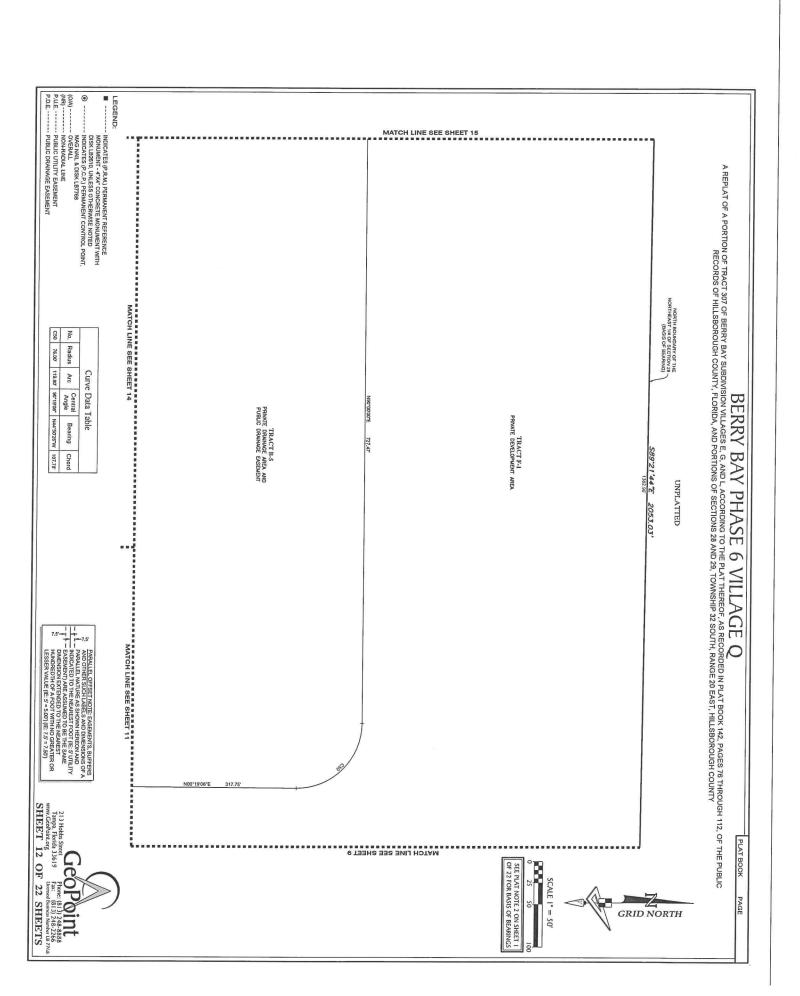
- OVERALL NON-RADIAL LINE
PUBLIC UTILITY EASEMENT
PUBLIC DRAINAGE EASEMENT 27 BERRY BAY PHASE 6 VILLAGE Q
A REPLAT OF A PORTION OF TRACT 307 OF BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGES 76 THROUGH 112, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY WEST BOUNDARY
OF THE NORTHEAST
1/4 OF SECTION 28 TRACT C-13
PRIVATE OPEN AREA 579°43'46"W TRACT C-12
PRIVATE OPENAREA _\$85'24'39"W\\
54.95'\
\$4.95' 10.00° C28 1192.00 227.25 10°5523 585'10'14'W 228.90
C29 1123.00 213.97 10°550'1 585'10'25'W 213.65
C30 1162.00 814.77 30'18'47 58'28'32'W 607.63'
C31 1192.92 222.98 11'5'512' 58'28'32'W 222.55
C32 1194.45 244.00 11'5'514' 58'5'0'14'W 247.55 No. Radius Arc Central Bearing Curve Data Table S88°15'05"W 54.95' 30.00 N89'32'26'W Chord BERRY GROVE BOULEVARD PUBLIC RIGHT-OF-WAY S89"21"56"E 203.83" S89'22'04"E 990.35 UNPLATTED UNPLATIED TRACT C-12
-PRIVATE OPEN
AREA 10.00 P.U.E. N89"22"04"W 3.81.E0.88S S89*22'04'E 697.39 634.11 213 Hobbs Street
Tampa, Horids 33619
www.GeoPoint.org
SHEET 7 OF 22 SHEETS 10.00 P.U.E. S89"22"04"E SEE PLAT NOTE 2 ON SHEET I OF 22 FOR BASIS OF BEARINGS TRACT C-13 PRIVATE OPEN AREA 25 50 SCALE I" = 50203.61 GRID NORTH PAGE

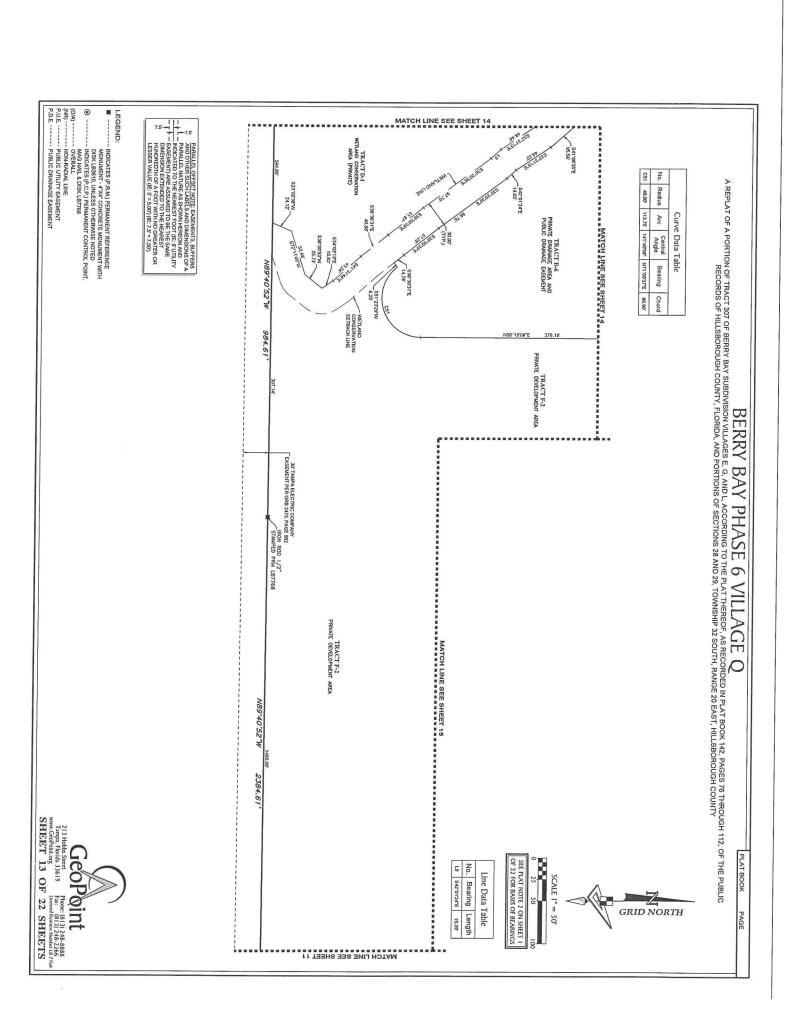


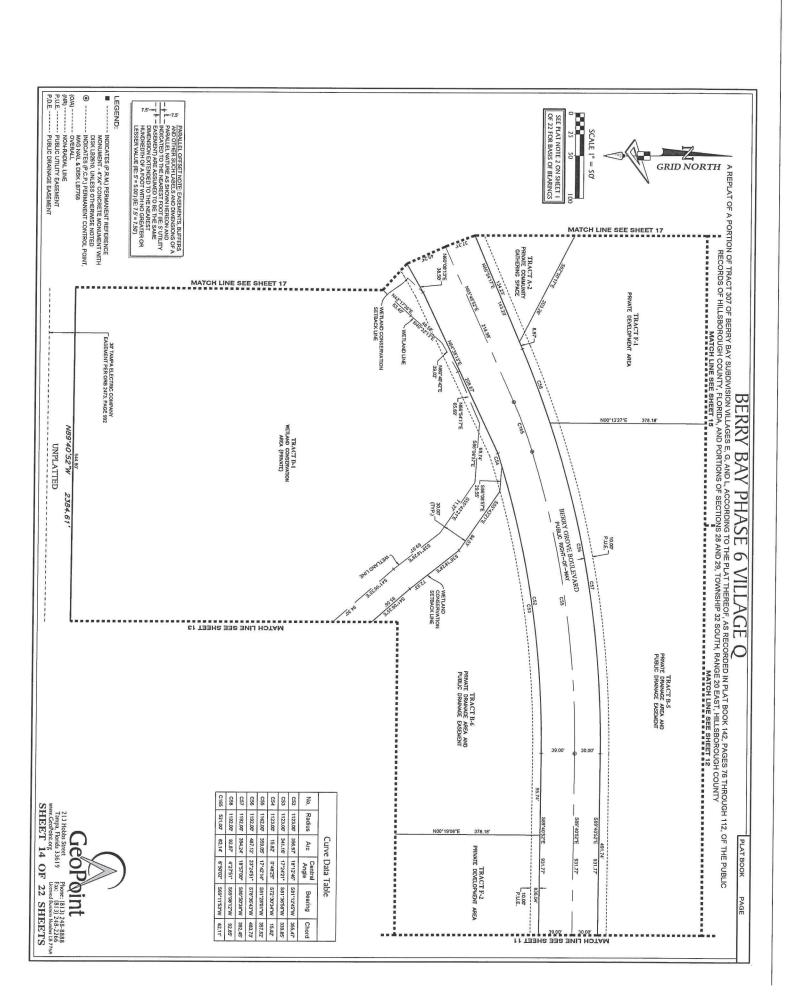


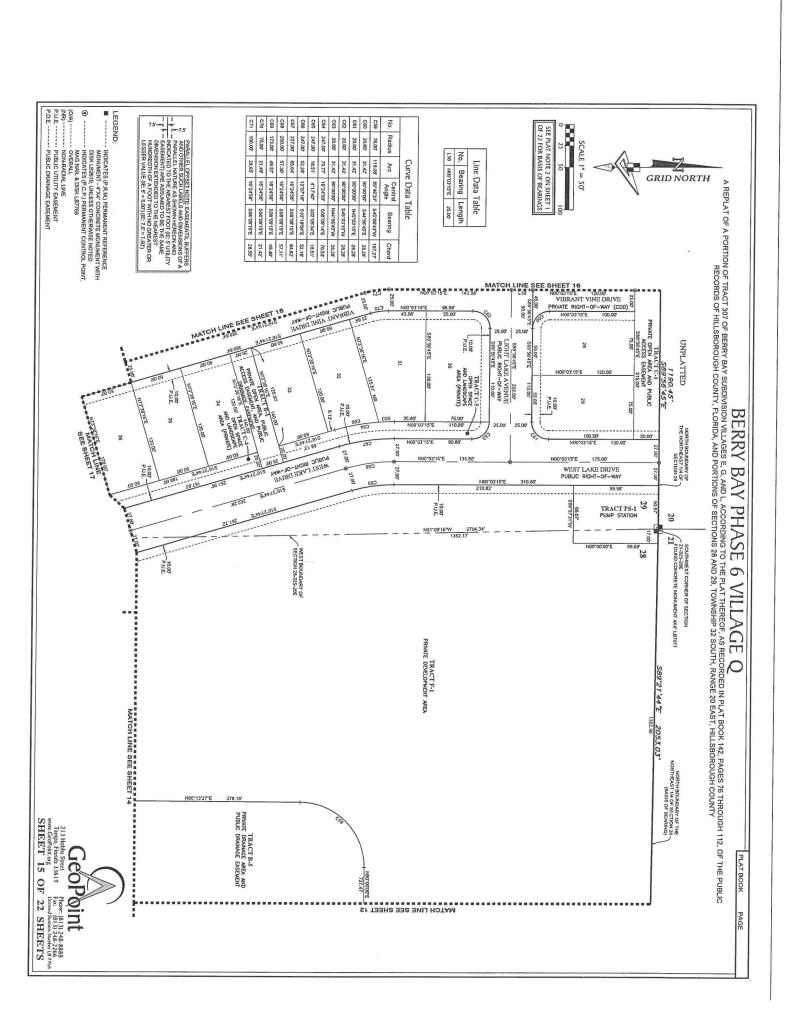


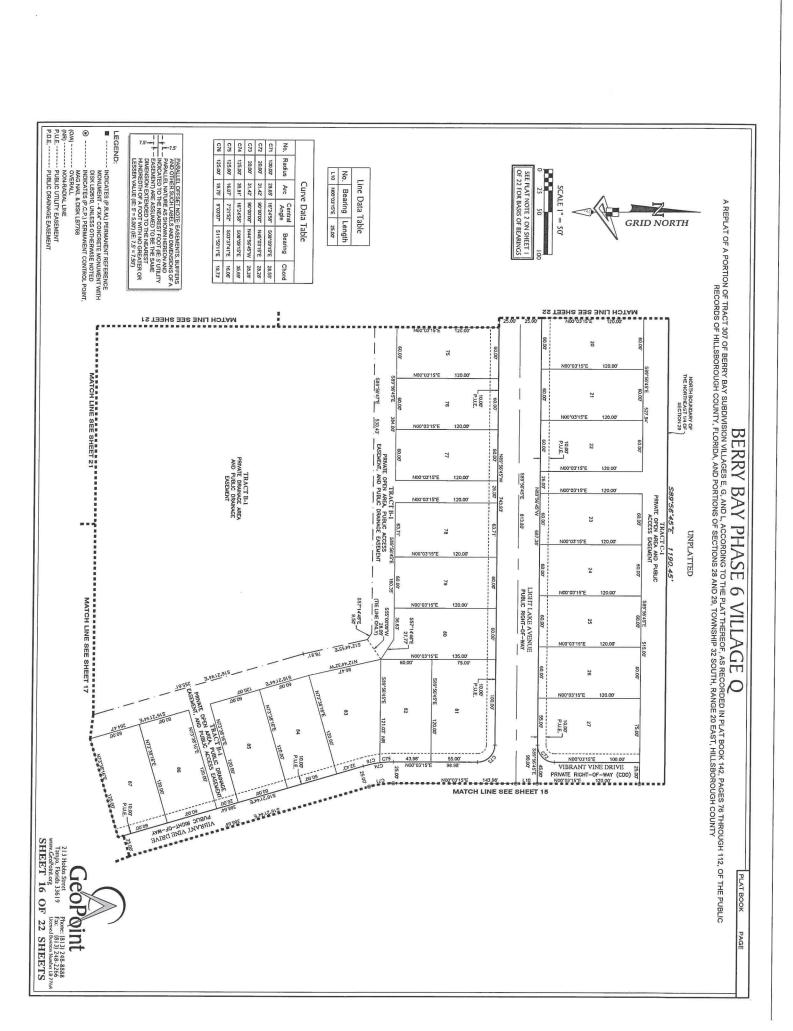
LEGEND:	MATCH LINE SEE SHEET 13		MATCH LINE SEE SHEET			
IND: IND: INDICATES (P.R.M.) PERMANENT REFERENCE MONUNENT: 47% CONCRETE MONUMENT WITH DISK (1250), QUILESS OTHERWISE NOTED. INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK (127768 PUBLIC UTILITY EASEMENT PUBLIC UTILITY EASEMENT			10.00 P.U.E.	PRIVATE DRAINGE AREA AND PUBLIC DRAINGE EASEMENT 10.000	GRID NOTE SCALE I" = 50' SEE PLAT NOTE 2 ON SHEET I OF 22 FOR BASIS OF BEARINGS MATCH LINE SEE SHEET 12	A REPLAT OF A PORTION OF TRACT 3 RECORDS OF
MATCH LINE SEE SHEET 13 PAPALLE, OFFSET NOTE: EASEMENTS, BUFFERS	PRIVATE DEVELOPMENT AREA		SSS-405ZFE 931,77 BIERRY GROVE BOULEVARD SSS-405ZFE 931,77 PUBUC RIGHT-OF-WAY SSS-405ZFE 931,77			BERRY BAY PHASE 6 VILLAGE Q A REPLAT OF A PORTION OF TRACT 307 OF BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGES 76 THROUGH 112, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND PORTIONS OF SECTIONS 28 AND 29, TOWNISHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY
Geopoint Tampa Ferda 33619 Tampa Ferda 33619 Www.Geopola org 810 SHEET 11 OF 22 SHEETS	MATCH LINE SEE SHEET 10 Curve Data Table	TRACT F-Z PRIMTE DEVELOPMENT AREA	C48 C45 C45 PALE.	PRIVATE DRAINAGE EASEMENT NOOTSTEEL PRIVATE DRAINAGE EASEMENT PRIVATE DRA	MATCH LINE SEE SHEET 9	PLAT BOOK PAGE RDED IN PLAT BOOK 142, PAGES 76 THROUGH 112, OF THE PUBLIC RANGE 20 EAST, HILLSBOROUGH COUNTY

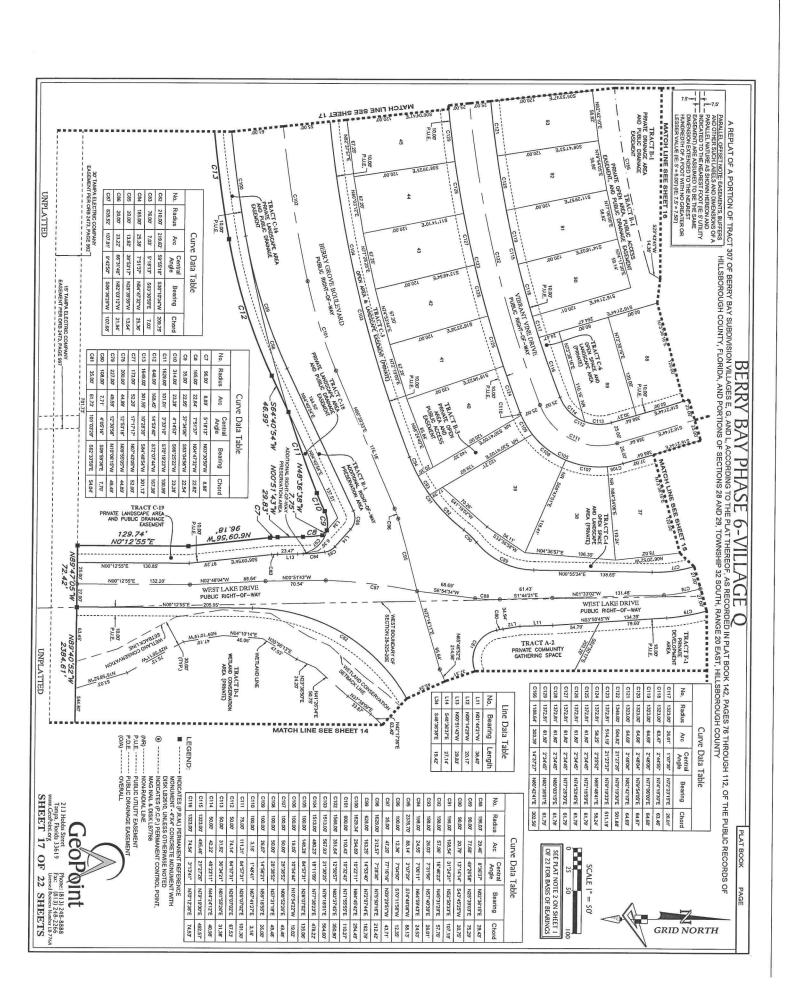










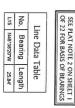


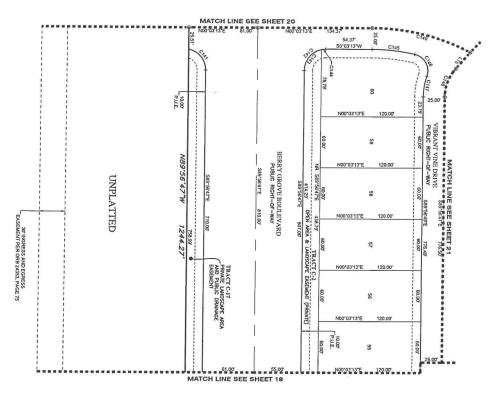
LEGEND: SEE PLAT NOTE 2 ON SHEET I OF 22 FOR BASIS OF BEARINGS HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50') SCALE I" = 50' INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT -474° CONCRETE MONUMENT WITH DISK LEZSIO, UNLESS OTHERWISE NOTED INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK LB7788 PUBLIC UTILITY EASEMENT
PUBLIC DRAINAGE EASEMENT L12 N89*56'47"W 47.00" Line Data Table Bearing Length GRID NORTH BERRY BAY PHASE 6 VILLAGE Q
A REPLAT OF A PORTION OF TRACT 307 OF BERRY BAY SUBDIVISION VILLAGES E. G., AND L., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGES 76 THROUGH 112, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY SEMENTS, BUFFERS
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FOOT (IE: 5' UTILITY
D BE THE SAME
E NEAREST WATCH LINE SEE SHEET 21 MATCH LINE SEE SHEET 21 MATCH LINE SEE SHEET 17 NR S89 5647E OPEN AREA &
LANDSCAPE AREA
(PRIVATE) P.U.E. S89*56'47'E 340,17 TRACT C-17
PRIVATE LANDSCAPE AREA
AND PUBLIC DRAINAGE
EASEMENT 10.00° 01 N89'56'47'W 53 30' INGRESS AND EGRESS EASEMENT PER ORB 24353, PAGE 75 S89"56"47"E S89*56'47'E 10.00 P.U.E S89"56'47"E 758.98' 1244.27' BERRY GROVE BOULEVARD
PUBLIC RIGHT-OF-WAY S89*56:47"E 366.70 99 776.50 TRACT B-1
PRIVATE DRAINAGE AREA
AND PUBLIC DRAINAGE
EASEMENT TRACT II-I
PRIVATE OPEN AREA, PUBLIC ACCESS
EASEMENT, AND PUBLIC DIMUNGE EASEMENT
60.007 60.007 80.00 10.00 NUM
360.00 TRACT C.3
OPEN AREA & LANDSCAPE EXSENENT (PRIVATE) N00*03'13*E VIBRANT VINE DRIVE PUBLIC RIGHT-OF-WAY UNPLATTED N00'03'13"E N89*25'55*E P.U.E. C102 N85*30'22"E C166 C13 C132 1372.81 53.30 2172P N89.963PE 53.29
C134 1323.00 64.77 24816 N8979372E 64.77
C134 1323.00 46.62 21010F N897387E 46.62
C135 1323.00 46.62 21010F N897387E 46.62
C136 1353.00 30.01 170911 N8774600E 30.01
C138 1510.00 51.89 21105 N897474T 51.69
C139 25.00 43.24 787274 N8974537W 31.62
C140 25.00 43.24 787274 N8974537W 31.62 C104 1513.00 C115 1323.00 C122 1348.00 C123 1372.81 Tampa Florida 31619 Fax: [813] 245-8888 Fax: [813] 245-8888 Fax: [813] 245-2888 Fax: [813] 245-2888 Fax: [813] 245-8888 Fax: [C131 1372.81° C130 1372.81° 7 567.97 21'30'25'
7 480.23' 18'11'05'
7 495.45' 21'2726'
7 504.02' 21'2726'
1 514.19' 21'2737'
1 67.64' 2'49'23'
1 26.00' 1'05'05' 294.89 10*22*11* Curve Data Table 351.64 12'50'57" N87'17'20'E N77"38"23"E N79*19'30'E N79*19'33'E N85'20'05'E N79"18"01"E N83*3745*E N84"45"42"E S84-48'54'W Bearing 501.88° 511.19' 67.64' 26.00' 53.29' 478.22' Chor

PAGE

BERRY BAY PHASE 6 VILLAGE Q
A REPLAT OF A PORTION OF TRACT 307 OF BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGES 76 THROUGH 112, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND PORTIONS OF SECTIONS 28 AND 28, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY







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C142 25.007 39.27 90*00007 S44*5947E 55.39*
C143 25.007 34.24 78*2747 S50*42591E 51.62*
C144 25.007 34.24 78*2747 S50*42591E 50.07*
C145 25.007 50.49 12*51167 S60*28517W 20.07*
C146 20.007 31.44 95*4705 S60*28517W 28.68*
C149 75.007 24.407 18*32*1 S60*273*5E 24.29*
C149 20.007 31.64 91*32*21 S60*173*1E 35.27*
C149 20.007 118.64 27*25087 S13*45*47W 118.50*

Radius Arc Central Bearing Curve Data Table

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LEGEND: ····

INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT WITH MONUMENT - 4"X" CONCRETE MONUMENT WITH DISK LBZ610, UNLESS OTHERWISE NOTED INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK LB7768

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