

**SUBJECT:** Berry Bay Village C Warranty of Improvements **PI#5076**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** October 7, 2025  
**CONTACT:** Lee Ann Kennedy

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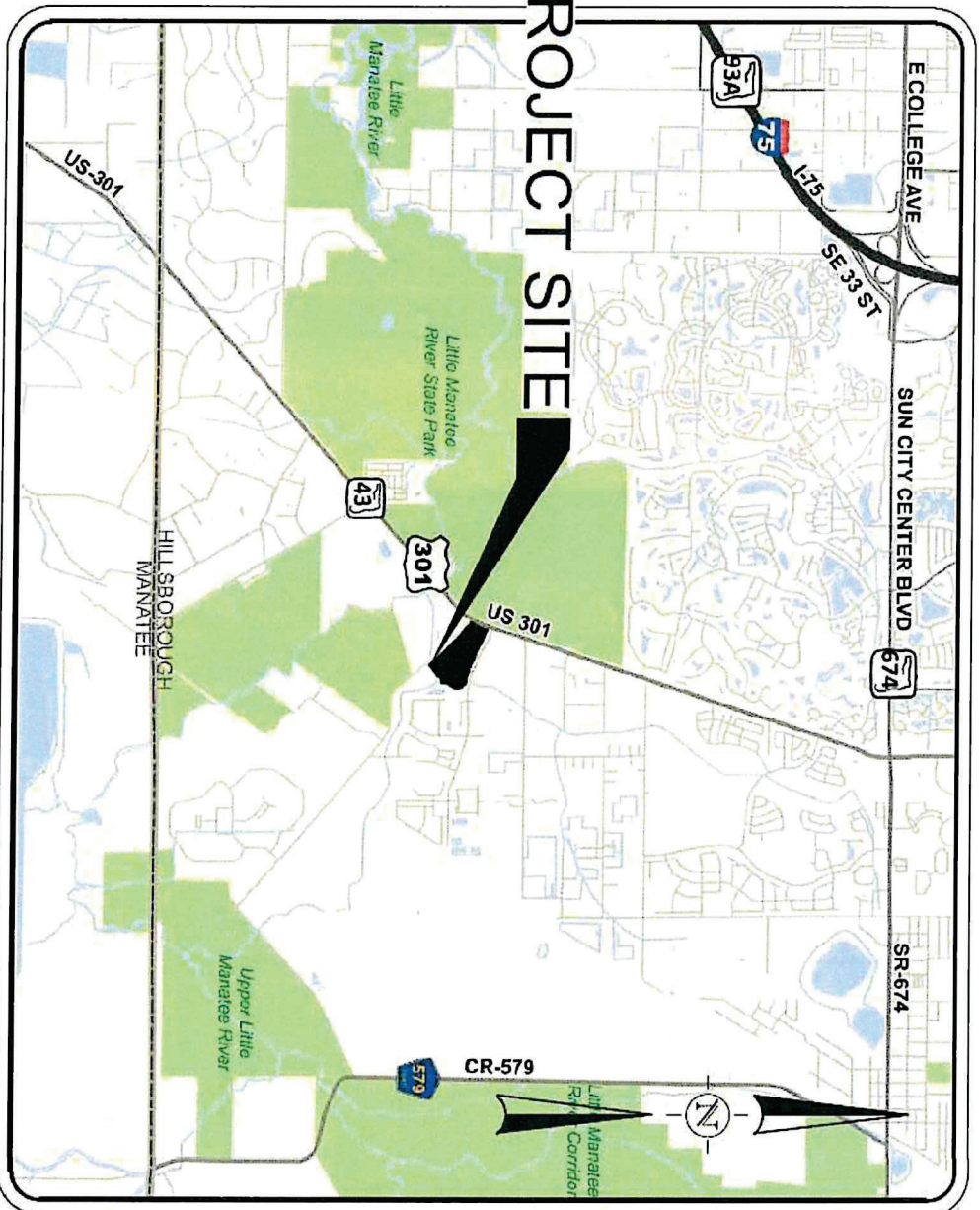
**RECOMMENDATION:**

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 Village C, located in Section 19, 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 \$236,902.00 & \$82,238.00 and authorize the Chairman to execute both the Subdivider's Agreements for Warranty of Required On-Site & Off-Site Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$8,620.00 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 July 22, 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 December 20, 2024, Permission to Construct Prior to Platting was issued for Berry Bay Village C, after construction plan review was completed on May 22, 2024. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developer is MI Homes of Tampa, LLC. and Berry Bay Development, LLC. and the engineer Halff.



## PROJECT SITE

SECTION 19 & 30, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
MI Homes of Tampa, LLC \_\_\_\_\_, hereinafter referred to as the "Subdivider" and  
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, the Subdivider has completed certain improvements within the Subdivision  
Berry Bay Village C \_\_\_\_\_(hereafter, the "Subdivision"); and

**WHEREAS**, the Subdivider has filed with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on the plat for the Subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

**WHEREAS**, the Subdivider has built and constructed the aforementioned improvements in the  
platted area; and

**WHEREAS**, pursuant to the LDC, the Subdivider requests the County to accept the improvements  
for maintenance as listed below and identified as applicable to this project:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Roads/Streets                  | <input checked="" type="checkbox"/> Water Mains/Services    | <input checked="" type="checkbox"/> Stormwater Drainage Systems |
| <input checked="" type="checkbox"/> Sanitary Gravity Sewer Systems | <input type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges                                |
| <input type="checkbox"/> Reclaimed Water Mains/Services            | <input type="checkbox"/> Sidewalks                          |   |
| <input type="checkbox"/> Other: _____; and                         |   |   |

**WHEREAS**, the County requires the Subdivider to warranty the aforementioned improvements  
against any defects in workmanship and materials and agree to correct any such defects which arise  
during the warranty period; and

**WHEREAS**, the County requires the Subdivider to submit to the County an instrument guaranteeing  
the performance of said warranty and obligation to repair.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth  
herein, and to gain acceptance for maintenance by the County of the aforementioned improvements, the  
Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.



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 EACX4046940 dated, 08/04/2025 with M/I Homes of Tampa, LLC as Principal, and Endurance Insurance Corporation as Surety, or
  - c. Escrow Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ and the County or,
  - d. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, 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.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Chris Wand  
Witness Signature

Christopher Wand  
Printed Name of Witness

[Signature]  
Witness Signature

Aam Spink  
Printed Name of Witness

Subdivider:

By [Signature]  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

250TH E 11TH  
Name (typed, printed or stamped)

VP - LAND  
Title

4211 W. BOYSCOUT BLVD #350  
Address of Signer

813-393-5706  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Representative Acknowledgement  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this  
16<sup>th</sup> day of September, 2023, by R. Scott Griffith as  
(day) (month) (year) (name of person acknowledging) as  
VP of Land for M/I Homes  
(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  
(Notary Seal)  
(Signature of Notary Public - State of Florida)  
Nicole M Hall  
(Print, Type, or Stamp Commissioned Name of Notary Public)  
HH 253411 11/08/2025  
(Commission Number) (Expiration Date)



Individual Acknowledgement  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification  
Type of Identification Produced  
(Notary Seal)  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)  
(Commission Number) (Expiration Date)





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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 11, 2027.

SIGNED, SEALED AND DATED this 4th day of August, 2025.

ATTEST:

Kelly Bell

By Wm Tay  
Principal Seal

Endurance Assurance Corporation  
Surety Seal

ATTEST:

Katrina Hartings

By Daniel Nelson  
Attorney-In-Fact Seal

APPROVED BY THE COUNTY ATTORNEY

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



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*

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel

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 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.

*Amy Taylor*

By: 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 4th day of August, 2025

*Daniel S. Lute*  
By: Daniel S. Lute, 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](mailto:LexonClaimAdministration@sompo-intl.com)

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



**Berry Bay Village C WARRANTY BOND**  
**Hillsborough County, FL**  
**Engineer's Opinion of Probable Construction Cost - Public Improvements**  
**ONSITE ONLY**  
**July 29, 2025**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b><u>ROADWAY</u></b>				
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
	<b>ROADWAY TOTAL</b>				<b>\$564,328.75</b>
<b>2.00</b>	<b><u>POTABLE WATER SYSTEM</u></b>				
2.01	8" PVC WATER MAIN (DR 18)	2,598	LF	\$45.15	\$117,299.70
2.02	4" PVC WATER MAIN (DR 18)	274	LF	\$21.35	\$5,849.90
2.03	8" DIP WATER MAIN	173	LF	\$92.15	\$15,941.95
2.04	4" DIP WATER MAIN	100	LF	\$93.25	\$9,325.00
2.05	8" GATE VALVE ASSEMBLY	20	Each	\$3,100.00	\$62,000.00
2.06	4" GATE VALVE ASSEMBLY	3	Each	\$1,850.00	\$5,550.00
2.07	8" MJ BEND	37	Each	\$565.00	\$20,905.00
2.08	4" MJ BEND	12	Each	\$300.00	\$3,600.00
2.09	8" MJ TEE	5	Each	\$910.00	\$4,550.00
2.10	8" MJ REDUCER	3	Each	\$445.00	\$1,335.00
2.11	FIRE HYDRANT ASSEMBLY	5	Each	\$8,600.00	\$43,000.00
2.12	SINGLE SERVICE SHORT	44	Each	\$525.00	\$23,100.00
2.13	SINGLE SERVICE LONG	19	Each	\$695.00	\$13,205.00
2.14	WATER SERVICE TO LIFT STATION	1	Each	\$5,900.00	\$5,900.00
2.15	PERMANENT BLOWOFF ASSEMBLY	2	Each	\$1,550.00	\$3,100.00
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$334,661.55</b>
<b>3.00</b>	<b><u>SANITARY SEWER SYSTEM</u></b>				
3.01	8" PVC (0'-6' CUT)	330	LF	\$36.65	\$12,094.50
3.02	8" PVC (6'-8' CUT)	658	LF	\$37.35	\$24,576.30
3.03	8" PVC (8'-10' CUT)	705	LF	\$40.30	\$28,411.50
3.04	8" PVC (10'-12' CUT)	412	LF	\$44.05	\$18,148.60
3.05	8" PVC (12'-14' CUT)	200	LF	\$48.15	\$9,630.00
3.05	8" PVC (14'-16' CUT)	183	LF	\$98.45	\$18,016.35
3.06	8" PVC C900 DR 18 (12'-14' CUT)	60	LF	\$72.20	\$4,332.00
3.07	SANITARY MANHOLE (0'-6' CUT)	2	Each	\$6,300.00	\$12,600.00
3.08	SANITARY MANHOLE (6'-8' CUT)	3	Each	\$6,800.00	\$20,400.00
3.09	SANITARY MANHOLE (8'-10' CUT)	1	Each	\$7,700.00	\$7,700.00
3.10	SANITARY MANHOLE (10'-12' CUT)	2	Each	\$8,350.00	\$16,700.00
3.11	SANITARY MANHOLE (12'-14' CUT)	2	Each	\$9,150.00	\$18,300.00
3.12	SANITARY MANHOLE (14'-16' CUT)	2	Each	\$10,000.00	\$20,000.00
3.13	SINGLE SERVICE	19	Each	\$1,450.00	\$27,550.00
3.14	DOUBLE SERVICE	22	Each	\$1,950.00	\$42,900.00



**Berry Bay Village C WARRANTY BOND**  
**Hillsborough County, FL**  
**Engineer's Opinion of Probable Construction Cost - Public Improvements**  
**ONSITE ONLY**  
**July 29, 2025**

3.15	PUMP STATION (6' DIA)	1	Each	\$654,000.00	\$654,000.00
3.16	4" PVC FORCEMAIN (DR 18)	100	LF	\$22.40	\$2,240.00
3.17	4" PLUG VALVE ASSEMBLY	1	Each	\$1,750.00	\$1,750.00
3.18	4" MJ BEND	1	Each	\$635.00	\$635.00
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$939,984.25</b>
<b>4.00</b>	<b><u>STORM DRAINAGE SYSTEM</u></b>				
4.01	15" HP Dual Storm Pipe	370	LF	\$54.35	\$20,109.50
4.02	18" HP Dual Storm Pipe	1,305	LF	\$59.85	\$78,104.25
4.03	24" HP Dual Storm Pipe	37	LF	\$82.35	\$3,046.95
4.04	36" HP Dual Storm Pipe	172	LF	\$155.00	\$26,660.00
4.05	42" HP Dual Storm Pipe	690	LF	\$190.00	\$131,100.00
4.06	HILLSBOROUGH CO. TYPE 1 CURB INLET	14	Each	\$9,150.00	\$128,100.00
4.07	HILLSBOROUGH CO. TYPE 1 CURB INLET w/ J- Bottom	3	Each	\$14,000.00	\$42,000.00
4.08	TYPE C GRATE INLET	2	Each	\$4,750.00	\$9,500.00
4.09	TYPE J MANHOLE	1	Each	\$10,000.00	\$10,000.00
4.10	CONTROL STRUCTURE TYPE E	1	Each	\$16,500.00	\$16,500.00
4.11	15" FES	1	Each	\$3,600.00	\$3,600.00
4.12	18" FES	2	Each	\$3,850.00	\$7,700.00
4.13	42" FES	1	Each	\$7,800.00	\$7,800.00
4.14	6" UNDERDRAIN (FINE AGGREGATE)	1,920	LF	\$20.95	\$40,224.00
4.15	6" UNDERDRAIN CLEANOUT	14	Each	\$400.00	\$5,600.00
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$530,044.70</b>
<b>Grand Total</b>					<b>\$2,369,019</b>
<b>WARRANTY BOND</b>				<b>10%</b>	<b>\$236,902</b>



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: 2025.07.29 14:43:40 -04'00'

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Berry Bay Development, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC authorizes the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Subdivider in conjunction with projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

**WHEREAS**, the Subdivider has completed certain off-site improvement facilities in conjunction with the subdivision known as Berry Bay Village C (hereafter, the "Subdivision"); and

**WHEREAS**, pursuant to the LDC, the Subdivider has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

**WHEREAS**, the Subdivider has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

**WHEREAS**, the Subdivider has offered to warrant the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Subdivider and the County agree as follows:

1. 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:



- a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
- b. A Warranty Bond, number 5869534 dated, 5/16/2025 with Berry Bay Development, LLC by order of Great American Insurance Company, or
- c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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 off-site 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
    - (2) 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 Engineer-of-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.



IN WITNESS WHEREOF, the parties hereto have executed this agreement, effective as of the date set forth above.

ATTEST:

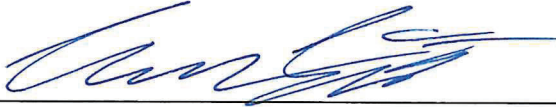
Subdivider:

  
\_\_\_\_\_  
Witness Signature


By Berry Bay Development, LLC

By Eisenhower Management, Inc, its manager

Robert ter Doest  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Witness Signature

Connor Smith  
\_\_\_\_\_  
Printed Name of Witness

  
NICK DISTER  
\_\_\_\_\_  
Name (typed, printed or stamped)

VICE PRESIDENT  
\_\_\_\_\_  
Title

111 S. ARMENIA AVE, TAMPA, FL 33609  
\_\_\_\_\_  
Address of Signer

813-443-0809  
\_\_\_\_\_  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

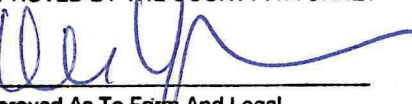
VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY   
\_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

## Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

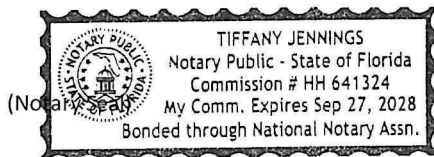
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

10 day of SEPTEMBER, 2025, by NICHOLAS DISTER as  
(day) (month) (year) (name of person acknowledging)

VICE PRESIDENT for BERRY BAY DEVELOPMENT, LLC.  
(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



Tiffany  
(Signature of Notary Public - State of Florida)

TIFFANY JENNINGS  
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH641324 09/27/28  
(Commission Number) (Expiration Date)

## Individual Acknowledgement

STATE OF FLORIDA

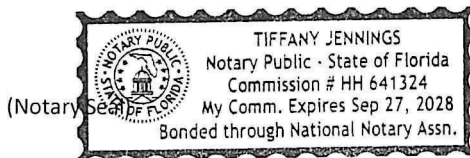
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

10 day of SEPTEMBER, 2025, by NICHOLAS DISTER.  
(day) (month) (year) (name of person acknowledging)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced



Tiffany  
(Signature of Notary Public - State of Florida)

TIFFANY JENNINGS  
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH641324 09/27/28  
(Commission Number) (Expiration Date)

## SUBDIVISION WARRANTY BOND - OFF-SITE

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, in the sum of Eighty Two Thousand Two Hundred Thirty Eight and 00/100 (\$ 82,238.00 ) 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 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 C Offsite (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;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the subdivision regulations established by the Board of County Commissioners of Hillsborough County, and;



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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 11, 2027.

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

  
\_\_\_\_\_

ATTEST:


Great American Insurance Company  
SURETY

\_\_\_\_\_

By: \_\_\_\_\_  
(name/title)

ATTEST:

  
\_\_\_\_\_

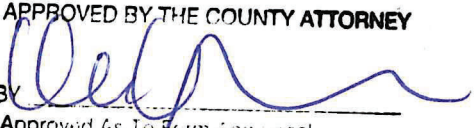
By   
Attorney-In-Fact  
Mary Martha Langley, attorney-in-fact

Seal



APPROVED BY THE COUNTY ATTORNEY

BY

  
Approved As To Form And Legal  
Sufficiency.

*as amended*

# 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 FOUR

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		

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



*My L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, 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, 2025

*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.



*My L C. B.*

Assistant Secretary

# CONSENT OF SURETY

---

## BOND RIDER

To be attached and made part of Bond:

Principal: **Berry Bay Development, LLC**  
Obligees: **Board of County Commissioners of Hillsborough County, Florida**  
Surety: **Great American Insurance Company**  
Bond Number: **5869534**  
SUBJECT: **Berry Bay Village C Offsite**

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:

**Extending the expiration date from August 11, 2027 to October 11, 2029**

**The referenced 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 10<sup>th</sup> day of September, 2025

**Berry Bay Development, LLC**

Principal (SEAL)

BY: 

**Great American Insurance Company**

Surety (SEAL)

BY: 

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



APPROVED BY THE COUNTY ATTORNEY

BY: 

Approved As To Form And Legal  
Sufficiency.

*The Baldwin Group Southeast LLC  
Attn: Surety Department  
4211 W Boy Scout Blvd, Suite 800  
Tampa, FL 33607*



# 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



*Stephen C. Beraha*

Assistant Secretary

*John K. Webster*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

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

*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 10th day of September, 2025.



*Stephen C. Beraha*

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**



## 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 WARRANTY BOND**  
**Hillsborough County, FL**  
**Engineer's Opinion of Probable Construction Cost - Public Improvements**  
**OFFSITE ONLY**  
**JULY 29, 2025**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b><u>OFFSITE ROADWAY</u></b>				
1.01	1 3/4" TYPE SP 12.5 ASPHALT	4,265	SY	\$21.15	\$90,204.75
1.02	7" CEMENT TREATED BASE	4,265	SY	\$23.35	\$99,587.75
1.03	12" COMPACTED SUBGRADE	4,265	SY	\$3.25	\$13,861.25
1.04	STABILIZED CURB PAD	1,740	LF	\$3.75	\$6,525.00
1.05	TYPE "F" CURB	1,740	LF	\$26.10	\$45,414.00
1.06	6" CONCRETE SIDEWALK W\ WWM	8,950	SF	\$10.75	\$96,212.50
1.07	5' ADA HANDICAPPED RAMP	4	Each	\$1,100.00	\$4,400.00
1.08	SIGNAGE & STRIPING	1	LS	\$11,000.00	\$11,000.00
	<b>OFFSITE ROADWAY TOTAL</b>				<b>\$367,205.25</b>
<b>2.00</b>	<b><u>OFFSITE POTABLE WATER SYSTEM</u></b>				
2.01	8" DIP WATER MAIN	787	LF	\$45.14	\$35,525.18
2.02	8" MJ CROSS	1	Each	\$1,050.00	\$1,050.00
2.03	8" MJ BEND	8	Each	\$565.00	\$4,520.00
2.04	8" GATE VALVE ASSEMBLY	7	Each	\$3,100.00	\$21,700.00
2.05	FIRE HYDRANT ASSEMBLY	2	Each	\$8,600.00	\$17,200.00
2.06	20" STEEL CASING	50	LF	\$140.00	\$7,000.00
2.07	18" STEEL CASING	42	LF	\$215.00	\$9,030.00
	<b>OFFSITE POTABLE WATER SYSTEM TOTAL</b>				<b>\$96,025.18</b>
<b>3.00</b>	<b><u>OFFSITE SANITARY SYSTEM</u></b>				
3.01	8" X 4" TAPPING SLEEVE & VALVE	1	Each	\$9,500.00	\$9,500.00
3.02	4" PVC FORCEMAIN (DR 18)	940	LF	\$22.40	\$21,056.00
3.03	4" MJ BEND	8	Each	\$635.00	\$5,080.00
3.04	12" STEEL CASING	95	LF	\$120.00	\$11,400.00
3.05	12" JACK & BORE	95	LF	\$625.00	\$59,375.00
3.06	8" PVC (14'-16' CUT)	137	LF	\$98.45	\$13,487.65
3.07	SANITARY DROP MANHOLE (14'-16' CUT)	1	Each	\$13,500.00	\$13,500.00
3.08	8" STUB & PLUG	1	Each	\$1,200.00	\$1,200.00
	<b>OFFSITE SANITARY SYSTEM TOTAL</b>				<b>\$134,598.65</b>
<b>4.00</b>	<b><u>OFFSITE STORM DRAINAGE SYSTEM</u></b>				
4.01	24" HP STORM	198	LF	\$82.35	\$16,305.30
4.02	30" HP STORM	90	LF	\$140.00	\$12,600.00
4.03	36" HP STORM	253	LF	\$155.00	\$39,215.00
4.04	HILLS. CO. TYPE 1 CURB INLET	3	Each	\$9,150.00	\$27,450.00
4.05	HILLS. CO. TYPE 1 CURB INLET W\ J-BOTTOM	1	Each	\$14,000.00	\$14,000.00
4.06	TYPE E GRATE INLET	1	Each	\$8,950.00	\$8,950.00
4.07	TYPE J MANHOLE	1	Each	\$10,000.00	\$10,000.00
	<b>OFFSITE STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$128,520.30</b>
<b>Grand Total</b>					<b>\$822,375</b>
<b>WARRANTY BOND</b>				<b>10%</b>	<b>\$82,238</b>



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: 2025.07.29  
14:42:32 -04'00'

## SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS - ONSITE ONLY

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between MI Homes of Tampa, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Berry Bay Village C (hereafter referred to as the "Subdivision"); and

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

**WHEREAS**, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider agrees to install the aforementioned lot corners in the platted area.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six ( 6 ) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_
  - b. A Performance Bond, number EACX4046939 dated, \_\_\_\_\_ August 4th, 2025 with MI Homes of Tampa, LLC as Principal, and \_\_\_\_\_ Endurance Assurance Corporation as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - d. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing



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

Copies of said 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Chris Ward  
Witness Signature

Christopher Ward  
Printed Name of Witness

Aaron Spink  
Witness Signature

Aaron Spink  
Printed Name of Witness

Subdivider:

By [Signature]  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

R Scott Griffith  
Name (typed, printed or stamped)

VP - VAC  
Title

4211 West Shore Bay Scout Blvd  
Ste 300 Tampa, FL 33607  
Address of Signer

813-393-5720  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]  
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 ☒ physical presence or ☐ online notarization, this  
6<sup>th</sup> day of August, 2025, by R. Scott Griffith as  
(day) (month) (year) (name of person acknowledging)  
VP of Land for M/I Homes of Tampa.  
(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

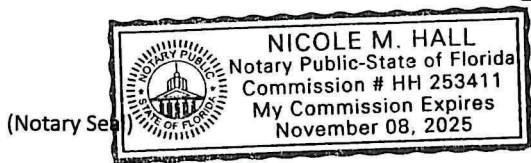
Nicole M Hall

(Signature of Notary Public - State of Florida)

Type of Identification Produced

Nicole M Hall

(Print, Type, or Stamp Commissioned Name of Notary Public)



(Notary Seal)

HH 253411

(Commission Number)

11/08/2025

(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ 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)



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 C subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 4th day of August, 2025.

ATTEST:

Kelly Bell

BY:

Man Fahn  
PRINCIPAL (SEAL)

Endurance Assurance Corporation

SURETY (SEAL)

ATTEST:

Katrina Hartung

Denise Nelson  
ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

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



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*

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel



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 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 4th day of August, 2025

By: *Daniel S. Lurie*, 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](mailto:LexonClaimAdministration@sompo-intl.com)

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

**Berry Bay Village C**  
**Hillsborough County, FL**  
**LOT CORNERS**  
**ONSITE ONLY**  
**July 29, 2025**

<b>1.00</b>	<b>LOT CORNER MONUMENTATION</b>				
1.01	Monuments Installed	63.00	Per Lot	\$82.00	\$5,166.00
1.02	Monuments- Misc Tracts	6.00	Per Tract	\$70.00	\$420.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	<b>TOTAL</b>				<b>\$6,626.00</b>
		39560			
<b>Grand Total</b>					<b>\$6,626.00</b>
<b>PERFORMANCE BOND</b>				<b>130%</b>	<b>\$8,620</b>



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:  
2025.07.29  
14:40:45 -04'00'