

**SUBJECT:** Berry Bay Village Q Expedited Building Permit Bonding **PI#6780**  
**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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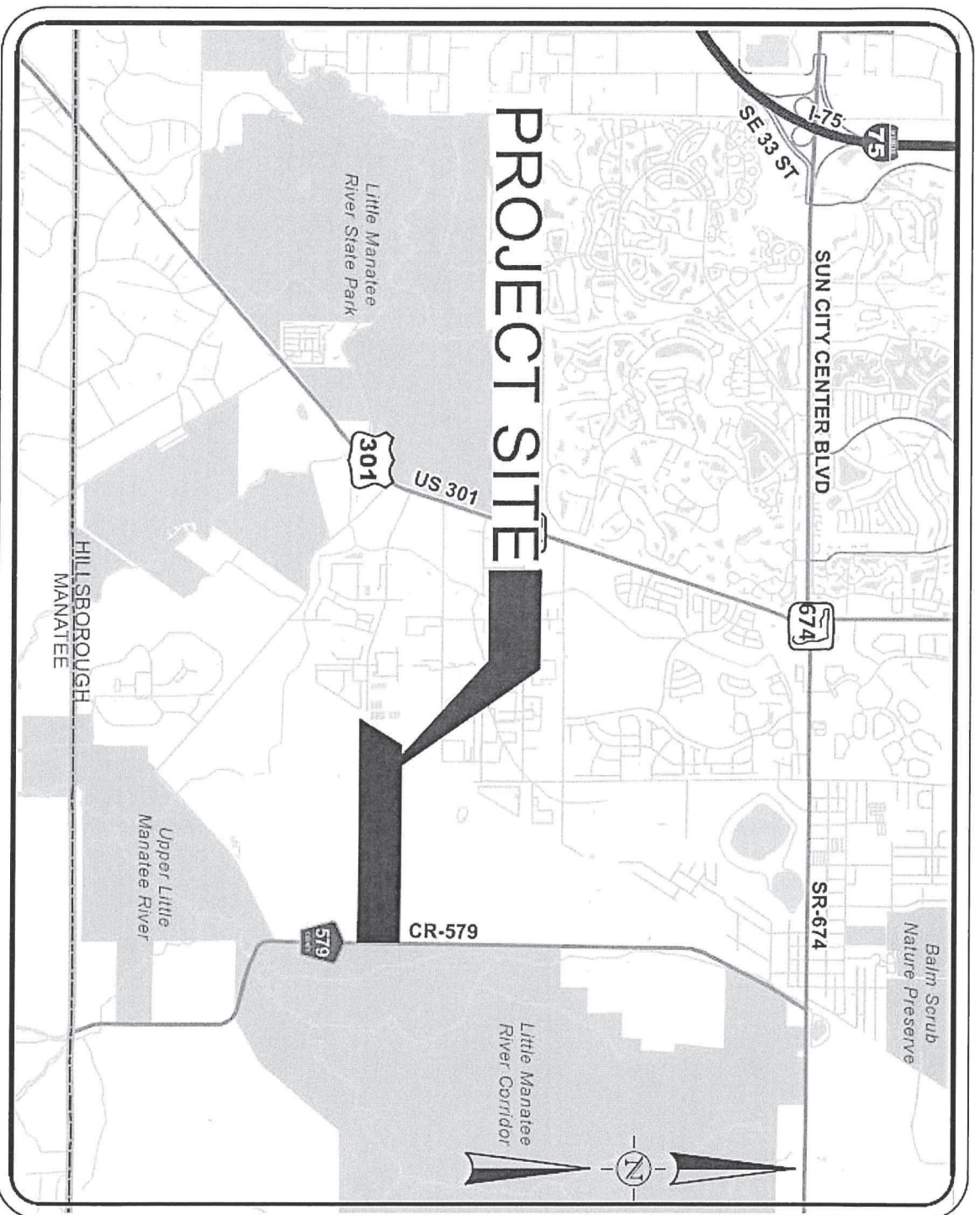
**RECOMMENDATION:**

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

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

Accept a Performance Bond for the on-site improvements in the amount of \$1,480,996.00 and for the off-site improvements in the amount of \$3,128,577.00 and provide Development Services with administrative rights to release such performance securities upon proper completion of required improvements, and submittal and approval of all required documentation.

**BACKGROUND:** On October 25, 2024, the developer received construction plan approval for a 104 unit residential subdivision known as Berry Bay Village Q to be located in in Section 28, Township 32 and Range 20. The developer has submitted the required financial securities, which the County Attorney's Office has reviewed and approved. The developer is Perry Homes of Florida, LLC(on-site) and 301 Wimauma, LLC (off-site) and the engineer is Halff.



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

## LOCATION MAP

NOT TO SCALE

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Perry Homes of Florida, LLC, a Florida limited liability company and 301 Wimauma, LLC, a Florida limited liability company, hereinafter together referred to, jointly and severally, as “Developer”, and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as “County”.

**RECITALS**

**WHEREAS**, the Developer has received preliminary plat and construction plan approval from the County’s Development Services Department for development of a residential subdivision known as the Berry Bay Phase 6 Village Q subdivision (the “Subdivision”) under County Project Id # 6780\_\_\_\_\_ ; and

**WHEREAS**, the Subdivision is planned to have 104 homes; and

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

**WHEREAS**, the Developer has submitted an application to the County under the Expedited Building Permit Program seeking up to 104 building permits (the “Allowed Permits”) within the Subdivision before the recording of the final plat for the Subdivision; and

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

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

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



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

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

1. The Recitals set forth above are true and correct and incorporated herein by reference. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Developer agrees to well and truly build, construct and install the Improvements within Six (6) [up to 24 months] months from and after the date that the Board of County Commissioners approves this Agreement and accepts the performance guarantee rendered pursuant to paragraph 5 below, in exact accordance with the approved drawings, plans, specifications and other data and information filed by the Developer with the Hillsborough County Development Services Department.
3. The Developer acknowledges and agrees that no temporary or final certificate of occupancy shall be issued for any residential structure or building within the Subdivision for which a building permit is issued until such time as the final plat for the Subdivision is approved by the Hillsborough County Board of County Commissioners and recorded in the public records by the Clerk of the Circuit Court and all of the Improvements are constructed with inspection approval and all applicable provisions of the LDC have been satisfied.
4. The Developer acknowledges and agrees that it may not transfer ownership of a residential structure or building in the Subdivision until the final plat for the Subdivision is approved by the Hillsborough County Board of County Commissioners and recorded in the public records by the Clerk of the Circuit Court.
5. The Developer agrees to, and in accordance with the requirements of the LDC and the Expedited Building Permit Program, does hereby deliver to the County, an instrument in the amount of 130% of the cost to construct and install the Improvements which were not completed upon submission of Developer's application to the Expedited Building Permit Program, ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. Performance Bond 5869554, dated 9<sup>th</sup> of July, 2025 with \_\_\_\_\_  
301 Wimauma, LLC as Principal, and \_\_\_\_\_  
Great American Insurance Company as Surety, and



Performance Bond 0849849, dated 10<sup>th</sup> of July, 2025 with \_\_\_\_\_  
Perry Homes of Florida, LLC as Principal, and \_\_\_\_\_  
Harco National Insurance Company as Surety, or

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

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

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

- a. The plans, drawings, and specifications submitted to and approved by the County's Development Services Department; and

- b. All applicable County regulations relating to the construction of improvement facilities.

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

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

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

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

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

a. The Engineer-of-Record's Certification referred to in paragraph 6 above; and

b. Acknowledgement by the Development Services Department that all necessary inspections of the Improvements have been completed and are satisfactory, and that no discrepancies exist between the constructed Improvements and the Engineer's Certification;

c. Approval of the final plat for the Subdivision by the Hillsborough County Board of County Commissioners and recording of the plat in the public records by the clerk of the circuit court; and

d. Provided that all applicable provisions of the LDC and all requirements of the Expedited Building Permit Program have been met.

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

12. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

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

CLERK OF THE CIRCUIT COURT

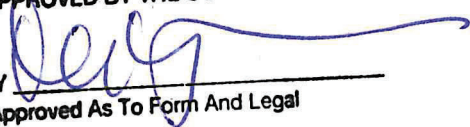
By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
Nancy Y. Takemori  
Senior Assistant County Attorney

HILLSBOROUGH COUNTY  
BOARD OF COUNTY COMMISSIONERS


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

APPROVED BY THE COUNTY ATTORNEY  
  
BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.




**ATTEST:**

Signed, sealed and delivered in the presence of:

  
Witness Signature

TIFFANY JENNINGS  
Name Printed or Typed


111 S. Armenia Ave., Tampa, FL 33609  
Address of Witness No. 1

  
Witness Signature

AUSTIN BERNs  
Name Printed or Typed

111 S. Armenia Ave., Tampa, FL 33609  
Address of Witness No. 2

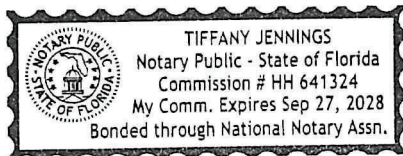
**DEVELOPER:**

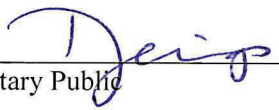
By:   
Nicholas Dister, Vice President

**STATE OF** FLORIDA  
**COUNTY OF** HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/7/25 (date) by NICHOLAS DISTER (name), VICE PRESIDENT (title) of 301 WIMAUMA, LLC (entity name) a FLORIDA (state) company/corporation, on behalf of the company/corporation. He/she is personally known to me ☒ or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]



  
Notary Public  
TIFFANY JENNINGS  
Name Typed, Printed or Stamped

**ATTEST:**

Signed, sealed and delivered in the presence of:



Witness Signature

William Smith

Name Printed or Typed

66 Jordan Ln, Mobile, AL 36608

Address of Witness No. 1



Witness Signature

Olivia Calhoun

Name Printed or Typed

12121 Olive Jones Rd. Tampa, FL 33625

Address of Witness No. 2

**DEVELOPER:**

By:   
(name, title, company)

Fabio Hediger, Director, Perry Homes FL

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14<sup>th</sup> day of July 2025 (date) by Fabio Hediger (name), Land Director (title) of Perry Homes of Florida LLC (entity name) a Florida (state) company/corporation, on behalf of the company/corporation. He/she is personally known to me ☐ or has produced Driver's License (type of identification) as identification.

[Notary Seal]



  
Notary Public

Olivia Calhoun  
Name Typed, Printed or Stamped

My Commission Expires: 3/5/28

**PERFORMANCE BOND - Onsite Only**  
**Expedited Building Permit Program**

**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 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY,  
FLORIDA (also referred to as the "County"), in the sum of  
One Million Four Hundred Eighty Thousand Nine Hundred Ninety-Six and 00/100 (\$ 1,480,996.00) Dollars for  
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

**WHEREAS,** pursuant to the Statute, the County has created an expedited building permit  
program (the "Program"), and the Principal has submitted an application to the County under the  
Program for approval of certain building permits for the residential subdivision known as  
Berry Bay Phase 6 Village Q subdivision (the "Subdivision"); and

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

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



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

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

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

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

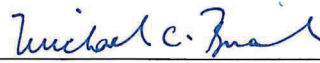
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 10, 2026.

**SIGNED, SEALED AND DATED** this 10th day of July, 2025.

ATTEST:




PRINCIPAL Perry Homes of Florida, LLC

By:   
(name/title)

**MICHAEL C. BRISCH**  
**CHIEF LEGAL AND ADMINISTRATIVE OFFICER**

ATTORNEY-IN-FACT:

SURETY Harco National Insurance Company

By: 

By: Michelle Anne McMahon, Attorney-in-Fact  
(name/title)

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.

Bond # 0849849

**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 appoint

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, 07/10/2025

A02427

Irene Martins, Assistant Secretary



**BERRY BAY VILLAGE Q PERFORMANCE**

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

JUNE 30, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<b>ROADWAY</b>				
1.01	1-1/2" Asphalt, Type SP-9.5	9,247	SY	\$ 16.90	\$156,274.30
1.02	6" Crushed Concrete (LBR 150)	9,247	SY	\$ 18.50	\$171,069.50
1.03	8" Stabilized Subgrade (LBR 40)	10,476	SY	\$ 7.70	\$80,665.20
1.04	Miami Curb	8,548	LF	\$ 17.20	\$147,025.60
1.05	5' Conc. Sidewalk, 6" Thick	262	LF	\$ 45.10	\$11,816.20
1.06	ADA Ramp 12'	14	EA	\$ 1,470.70	\$20,589.80
1.07	ADA Ramp 5'	1	EA	\$ 1,048.55	\$1,048.55
1.08	12' Multi-Use Trail	4,529	LF	\$ 38.85	\$175,951.65
1.09	Striping & Signage	1	EA	\$ 7,726.30	\$7,726.30
1.10	Roadside Underdrain	4,692	LF	\$ 18.85	\$88,444.20
1.11	Underdrain Cleanouts	30	EA	\$ 388.30	\$11,649.00
	<b>ROADWAY TOTAL</b>				<b>\$872,260.30</b>
2.00	<b>POTABLE WATER SYSTEM</b>				
2.01	Chlorination & Pressure Testing	1	LS	\$8,650.00	\$8,650.00
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$8,650.00</b>
3.00	<b>SANITARY SEWER SYSTEM</b>				
3.01	Testing	1	LS	\$4,588.00	\$4,588.00
3.02	Televise Sanitary Sewer (CCTV)	6,536	LF	\$6.15	\$40,196.40
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$44,784.40</b>
4.00	<b>STORM DRAINAGE SYSTEM</b>				
4.01	Televise Storm Sewer (CCTV)	4,451	LF	\$6.45	\$28,708.95
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$28,708.95</b>
5.00	<b>LANDSCAPE &amp; IRRIGATION SYSTEM</b>				
5.01	Southern Magnolia (LOT) 10-12'H, 2"Cal	32.00	Each	\$875.00	\$28,000.00
5.02	Winged Elm (LOT) 10-12'H, 2"Cal	94.00	Each	\$973.00	\$91,462.00
5.03	Planting Soil (for use as backfill in planting pits only) (LOT)	350.00	CY	\$55.00	\$19,250.00
5.04	Pine Bark Nuggets (LOT)	92.00	CY	\$52.00	\$4,784.00
5.05	Tree Staking Kit (LOT)	126.00	Each	\$28.00	\$3,528.00
5.06	IRRIGATION SYSTEM (LOT)	1.00	LS	\$37,800.00	\$37,800.00
	<b>LANDSCAPE &amp; IRRIGATION SYSTEM TOTAL</b>				<b>\$184,824.00</b>
<b>Grand Total</b>					<b>\$1,139,227.65</b>
			PERFORMANCE BOND	130%	\$1,480,996



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: 2025.07.08  
09:19:20 -04'00'



**PERFORMANCE BOND – OFFSITE ONLY**  
**Expedited Building Permit Program**

**KNOW ALL MEN BY THESE PRESENTS**, That we, 301 Wimauma, LLC, called the Principal, and Great American Insurance Company, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA (also referred to as the “County”), in the sum of Three Million One Hundred Twenty Eight Thousand Five Hundred Seventy Seven 0/100 (\$3,128,577) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

**WHEREAS**, pursuant to the Statute, the County has created an expedited building permit program (the “Program”), and the Principal has submitted an application to the County under the Program for approval of certain building permits for the residential subdivision known as Berry Bay Phase 6 Village Q (the “Subdivision”); and

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

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

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

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

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

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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL 04/09/2026

**SIGNED, SEALED AND DATED** this 9th day of July, 20 25.

ATTEST:

Robert ter Doest

PRINCIPAL

By: Eisenhower Management, Inc. its manager

By: [Signature]  
(name/title)

ATTORNEY-IN-FACT:

By: Helen Beam

Great American Insurance Company  
SURETY

By: [Signature]  
(name/title)

Mary Martha Langley, attorney-in-fact



APPROVED BY THE COUNTY ATTORNEY

By: [Signature]  
Approved As To Form And Legal Sufficiency.

as alocated



# 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

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*John K. Webster*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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

JOHN K. WEBSTER (877-377-2405)



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

*Susan A Kohorst*

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

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

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

## CERTIFICATION

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

Signed and sealed this 9th day of July, 2025



*My L C. B.*

Assistant Secretary



# CONSENT OF SURETY

---

## BOND RIDER

To be attached and made part of Bond:

Principal: **301 Wimauma, LLC**  
Obligees: **Board of County Commissioners of Hillsborough County, Florida**  
Surety: **Great American Insurance Company**  
Bond Number: **5869554**  
SUBJECT: **Berry Bay Phase 6 Village Q**

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 effective until date from 04/09/2026 to 07/15/2026**

**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 **16<sup>th</sup>** day of **September, 2025**

**301 Wimauma, LLC**

Principal (SEAL)

BY: 

**Great American Insurance Company**

Surety (SEAL)

BY: 

**Yu cheng Chiang**, 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®

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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



*My L C. B.*

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.

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**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 September, 2025.



*My L C. B.*

Assistant Secretary





## Surety Bond Seal Addendum

### Great American Insurance Company

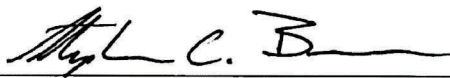
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any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

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

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

**Stephen C. Beraha, Assistant Vice President**



## 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

A handwritten signature in black ink, appearing to read "S. C. Beraha".

**Stephen C. Beraha, Assistant Vice President**



<p align="center"><b>BERRY BAY VILLAGE Q PERFORMANCE</b>  Hillsborough County, FL  Engineer's Opinion of Probable Construction Cost - Public Improvements  OFFSITE ONLY (NO ONSITES)  JUNE 30, 2025</p>					
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ROADWAY</b>				
1.01	1 1/2" Type FC-12.5 Asphalt	15,838	SY	\$ 20.40	\$323,095.20
1.02	1 1/2" Type SP-12.5 Asphalt	16,578	SY	\$ 16.20	\$268,563.60
1.03	6" Crushed Concrete Base	794	SY	\$ 18.50	\$14,689.00
1.04	8" Crushed Concrete Base	10,318	SY	\$ 22.90	\$236,282.20
1.05	8" Stabilization Sub-Base ( LBR 40 )	934	SY	\$ 7.70	\$7,191.80
1.06	12" Stabilization Sub-Base ( LBR 40 )	7,214	SY	\$ 7.85	\$56,629.90
1.07	Miami Curb	304	LF	\$ 17.15	\$5,213.60
1.08	Type E Curb	2,477	LF	\$ 20.30	\$50,283.10
1.09	Type F Curb	3,014	LF	\$ 18.95	\$57,115.30
1.10	Type AB Curb	310	LF	\$ 31.90	\$9,889.00
1.11	Type D Curb	256	LF	\$ 24.50	\$6,272.00
1.12	Drop Curb	40	LF	\$ 24.50	\$980.00
1.13	5' Wide Conc. Sidewalk, 6" Thick	2,566	LF	\$ 44.75	\$114,828.50
1.14	10' Wide Conc. Sidewalk, 6" Thick	2,692	LF	\$ 83.40	\$224,512.80
1.15	ADA Ramps < 5' >	11	EA	\$ 1,048.55	\$11,534.05
1.16	ADA Ramps < 12' >	22	EA	\$ 1,470.70	\$32,355.40
1.17	Striping, Signage	1	LS	\$ 73,468.80	\$73,468.80
1.18	6" Concrete TECO Access	1,488	SF	\$ 10.55	\$15,698.40
1.19	12' Multi-Use Trail	4,761	LF	\$ 38.85	\$184,964.85
1.20	Roadside Underdrain	1,243	LF	\$ 18.85	\$23,430.55
1.21	Underdrain Cleanouts	10	EA	\$ 388.30	\$3,883.00
1.22	6" PVC Road Sleeves	0	LF	\$ 15.30	\$0.00
1.23	4" PVC Road Sleeves	0	LF	\$ 9.80	\$0.00
1.24	Retaining Wall	0	LF	\$ 137.60	\$0.00
	<b>ROADWAY TOTAL</b>				<b>\$1,720,881.05</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	Chlorination & Pressure Testing	1	LS	\$9,656.85	\$9,656.85
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$9,656.85</b>
<b>3.00</b>	<b>GRAVITY SEWER SYSTEM</b>				
3.01	Televise Sanitary Sewer - Main	474	LF	\$6.15	\$2,915.10
3.02	Televise Sanitary Sewer - Laterals	76	LF	\$6.15	\$467.40
3.03	Testing	1	LS	\$3,139.60	\$3,139.60
	<b>GRAVITY SEWER SYSTEM TOTAL</b>				<b>\$6,522.10</b>
<b>4.00</b>	<b>REPLACE EXISTING FORCEMAIN SYSTEM</b>				
4.01	FM Connect to Existing Pipe	1	EA	\$16,775.20	\$16,775.20
4.02	FM Open Cut Steel Casing 24"	90	LF	\$1,045.35	\$94,081.50
4.03	FM PVC Pipe 12"	2,446	LF	\$102.67	\$251,130.82
4.04	FM PVC Pipe 8"	20	LF	\$79.64	\$1,592.80
4.05	FM Fittings 12"	1	LS	\$13,154.79	\$13,154.79
4.06	FM Fittings 8"	1	LS	\$901.55	\$901.55
4.07	FM Plug Valve 12"	4	EA	\$6,326.33	\$25,305.32
4.08	FM Plug Valve 8"	1	EA	\$2,703.01	\$2,703.01
4.09	FM Air Release	2	EA	\$4,052.48	\$8,104.96
4.10	Testing	1	LS	\$2,992.45	\$2,992.45
	<b>REPLACE EXISTING FORCEMAIN SYSTEM TOTAL</b>				<b>\$416,742.40</b>
<b>5.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
5.01	Televise Storm Sewer (CCTV)	3,684	LF	\$6.45	\$23,761.80
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$23,761.80</b>
<b>6.00</b>	<b>LANDSCAPE &amp; IRRIGATION SYSTEM</b>				
6.01	Red Maple (DEV) 10-12"H, 2"Cal	89.00	Each	\$700.00	\$62,300.00
6.02	Southern Live Oak (DEV) 10-12"H, 2"Cal	35.00	Each	\$875.00	\$30,625.00
6.03	Winged Elm (DEV) 10-12"H, 2"Cal	2.00	Each	\$973.00	\$1,946.00
6.04	Sabal Palm (DEV) 8' Clear Trunk	20.00	Each	\$613.00	\$12,260.00
6.05	Sandankwa Viburnum (DEV) 24-36" H	16.00	Each	\$77.00	\$1,232.00
6.06	Planting Soil (for use as backfill in planting pits only) (DEV)	545.00	CY	\$55.00	\$29,975.00
6.07	Pine Bark Nuggets (DEV)	145.00	CY	\$52.00	\$7,540.00
6.08	Tree Staking Kit (DEV)	195.00	Each	\$50.00	\$9,750.00
6.09	Palm Staking Kit (DEV)	20.00	Each	\$55.00	\$1,100.00
6.10	IRRIGATION SYSTEM (DEV)	1.00	LS	\$72,305.00	\$72,305.00
	<b>LANDSCAPE &amp; IRRIGATION SYSTEM TOTAL</b>				<b>\$229,033.00</b>
<b>Grand Total</b>					<b>\$2,406,597.20</b>
<b>PERFORMANCE BOND</b>				<b>130%</b>	<b>\$3,128,577</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: 2025.09.04  
13:24:38 -04'00'