

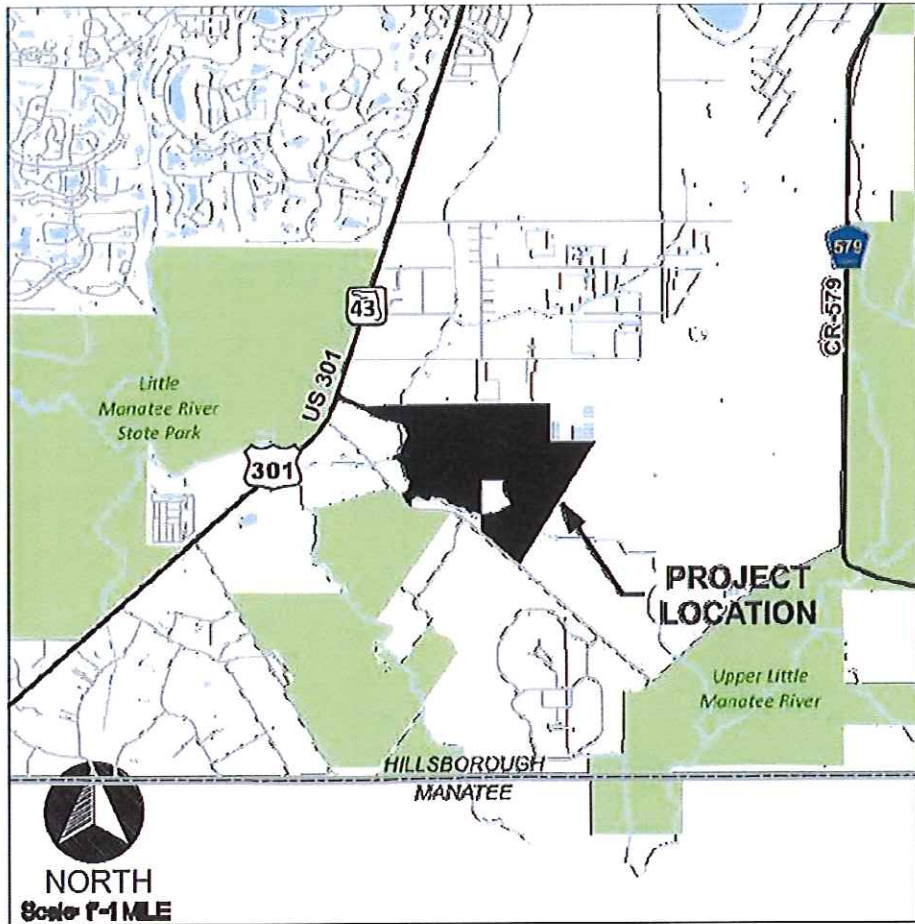
SUBJECT: Berry Bay Villages Ph I
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: October 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Berry Bay Villages Ph I, located in Section 19, Township 32, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and 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 a Performance Bond in the amount of \$482,400.00, a Warranty Bond in the amount of \$154,790.00, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$19,033.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 23, 2020, Permission to Construct Prior to Platting was issued for Berry Bay Villages Ph I. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Berry Bay Development, LLC and the engineer is Halff.



SECTION 19, 20, 29, & 30 TOWNSHIP 32S RANGE 20E
LOCATION MAP

**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement is made and entered into this ____ day of _____, 20____, by and between _____ hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County" Lennar Homes, LLC

Witnesseth

WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to 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 I; and

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

WHEREAS, the improvements required by the LDC in the subdivision known as BERRY BAY VILLAGE I are to be installed after recordation of said plat under guarantees posted with the County; and

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

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, 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 System	<input type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:

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

WHEREAS, the County required 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, 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 platted area known BERRY BAY VILLAGE I Subdivision, within FOUR (4) 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 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water and wastewater systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and

other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty all improvement facilities located BERRY BAY VILLAGE I 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.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,

b. A Performance Bond, dated August 30th, 2021 with Lennar Homes, LLC as Principal, and Hartford Fire Insurance Company as Surety, and

Bond#: 72BSBIR9305

A Warranty Bond, dated August 30th, 2021 with Lennar Homes, LLC as Principal, and Hartford Fire Insurance Company as Surety, and

Bond#: 72BSBIR9308

c. Cashier/Certified Checks, number _____, dated _____ and 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, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider 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 Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider 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.
7. In the event the Subdivider shall fail or neglect to fulfill his 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 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 Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 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.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as **BERRY BAY VILLAGE I** at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. 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.
11. 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 all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the **FOUR (4)** month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. 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.
14. 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 these presents, this 20th day of August, 2021.

ATTEST:

Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

ABI JAMES
Printed Name of Witness

Witness' Signature

Lori Campbell
Printed Name of Witness

SUBDIVIDER:

By:

Authorized Corporate Officer or Individual

PARVEEN HIRON
Name (typed, printed or stamped)

VICE PRESIDENT

Title

4600 W. CYPRESS ST., STE 300, TAMPA, FL 33607
Address of Signer

813-574-5658

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of August,

20 21, by Parker Hiron and

Vice President
respectively ~~President~~ and _____ of Lennar Homes, LLC, Inc.

a corporation under the laws of the state of Florida on behalf of the
corporation. He and/or she is personally known to me or has produced _____
as identification and did take an oath.

NOTARY PUBLIC:

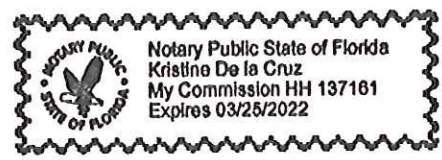
Sign: Kristine De la Cruz (Seal)

Print: Kristine De la Cruz

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 03/25/22



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by,

_____ who is personally known to me or who has produced
_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC called the Principal, and Hartford Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **FOUR HUNDRED AND EIGHTY TWO THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$482,400.00)** 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, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.


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

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

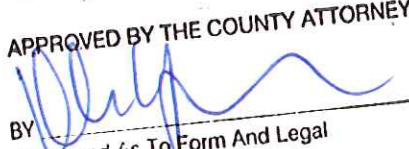
- A. If the Principal shall well and truly build, construct, and install in the platted area known **BERRY BAY VILLAGE I** subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed 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 **FOUR (4)** 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 MARCH 12, 2022.

SIGNED, SEALED AND DATED this 30th day of August, 2021.

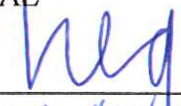
ATTEST:


Becky Wilson

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.


ATTEST:


Lennar Homes, LLC a Florida Limited Liability Company
PRINCIPAL (SEAL)

BY: 

Holly Gallagher - Vice President

Hartford Fire Insurance Company
SURETY (SEAL)



ATTORNEY-IN-FACT (SEAL)
Jessica Richmond, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA INC
Agency Code: 61-610026

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip N. Bair, Janie Cermeno, Eric S. Feighl, Dorothy Harrison, John L. Hohlt, Joyce A. Johnson, Chelsea Nielson, Jessica Richmond, Sherry Skinner of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 30th 2021 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

BERRY BAY VILLAGE I PERFORMANCE

Hillsborough County, FL

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

AUGUST 18, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	PHASE I PAVING				
1.01	Pave 1 1/2" SP-12.5 Asphalt	12,815	SY	\$9.26	\$118,667
1.02	Signage & Striping	1	LS	\$5,543.00	\$5,543
	PHASE I PAVING TOTAL				\$124,210
2.00	PHASE I STORM				
2.01	Underdrain -CPP Perf Pipe with Sock 06"	5,830	LF	\$13.73	\$80,046
2.02	Underdrain Cleanout 6"	36	EA	\$184.76	\$6,651
2.03	Control Structure Type E	2	EA	\$14,706.86	\$29,414
2.04	Control Structure Type C	1	EA	\$8,014.54	\$8,015
2.05	Control Structure Type H	1	EA	\$9,564.67	\$9,565
2.06	TV Storm Drainage	2,986	LF	\$2.90	\$8,659
	PHASE I STORM TOTAL				\$142,350
3.00	PHASE I SEWER				
3.01	TV Inspection Sewer	5,413	LF	\$5.29	\$28,635
3.02	Infiltration/Exfiltration Testing	5,413	LF	\$1.12	\$6,063
	PHASE I SEWER TOTAL				\$34,697
3.00	PHASE I WATER				
3.01	PW Services Water Single Short	108	EA	\$355.56	\$38,400
3.02	PW Services Water Single Long	66	EA	\$463.23	\$30,573
3.03	Potable Water Testing & Chlorination	5,726	LF	\$2.74	\$15,689
	PHASE I WATER TOTAL				\$84,663
Grand Total					\$385,920
				PERFORMANCE BOND	125% \$482,400



KYLE L. THORNTON, PE #60279
 8/30/21

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

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

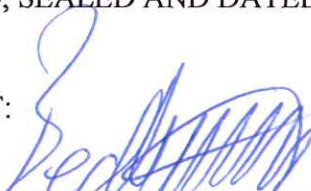
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known **BERRY BAY VILLAGE I**, 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 MARCH 12, 2024.

SIGNED, SEALED AND DATED this 30th day of August, 2021.

ATTEST:



Becky Wilson

Lennar Homes, LLC, a Florida Limited Liability Company
PRINCIPAL (SEAL)

BY:



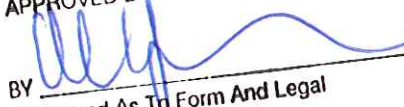
Holly Gallagher Vice President

ATTEST:



Hartford Fire Insurance Company
SURETY (SEAL)

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal
Efficiency.



ATTORNEY-IN-FACT (SEAL)
Jessica Richmond, attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA INC
 Agency Code: 61-610026

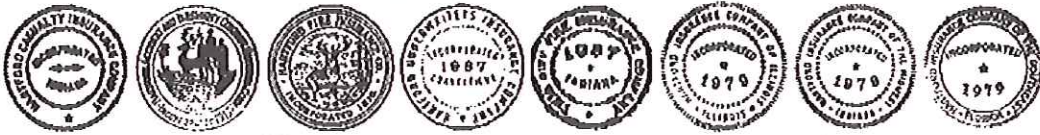
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Philip N. Bair, Janie Cermeno, Eric S. Feighl, Dorothy Harrison, John L. Hohlt, Joyce A. Johnson, Chelsea Nielson, Jessica Richmond, Sherry Skinner of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
 Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
 Signed and sealed at the City of Hartford.

August 30th 2021



Kevin Heckman
 Kevin Heckman, Assistant Vice President

BERRY BAY VILLAGE I WARRANTY
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost - Public Improvements
ONSITE ONLY (NO OFF-SITES)
AUGUST 18, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	PHASE I PAVING				
1.01	Pave 1 1/2" SP-12.5 Asphalt	12,815	SY	\$9.26	\$118,667
1.02	Road Base Crushed Concrete 06"	12,815	SY	\$9.42	\$120,717
1.03	Subgrade Stabilized 08"	12,815	SY	\$4.02	\$51,516
1.04	Concrete Curb Miami	10,705	LF	\$11.51	\$123,215
1.05	Concrete Curb Type F	152	LF	\$19.55	\$2,972
1.06	Concrete Curb Valley 24"	131	LF	\$21.87	\$2,865
1.07	Concrete Sidewalk 6"-SF (Non-Reinforced)	2,030	SF	\$6.04	\$12,261
1.08	Sodding Bahia BOC	2,708	SY	\$2.20	\$5,958
1.09	Signage & Striping	1	LS	\$5,543.00	\$5,543
1.10	Dead End Barricade	1	EA	\$767.00	\$767
	PHASE I PAVING TOTAL				\$444,480
2.00	PHASE I STORM				
2.01	Underdrain - CPP Perf Pipe with Sock 06"	5,830	LF	\$13.73	\$80,046
2.02	Underdrain Cleanout 6"	36	EA	\$184.76	\$6,651
2.03	HDPE HP 15"	190	LF	\$29.99	\$5,698
2.04	HDPE HP 18"	947	LF	\$34.99	\$33,136
2.05	HDPE HP 24"	1,644	LF	\$48.54	\$79,800
2.06	HDPE HP 36"	381	LF	\$79.20	\$30,175
2.07	Type 1 Curb Inlet	14	EA	\$3,983.69	\$55,772
2.08	Type 2 Curb Inlet	5	EA	\$5,080.79	\$25,404
2.09	Type C Inlet	1	EA	\$3,289.69	\$3,290
2.10	Type E Inlet	4	EA	\$4,078.74	\$16,315
2.11	Manhole	2	EA	\$2,759.76	\$5,520
2.12	Manhole w/Temp Tops I94-I95	2	EA	\$2,759.76	\$5,520
2.13	Control Structure Type E	2	EA	\$14,706.86	\$29,414
2.14	Control Structure Type C	1	EA	\$8,014.54	\$8,015
2.15	Control Structure Type H	1	EA	\$9,564.67	\$9,565
2.16	RCP FES Precast 15"	1	EA	\$1,642.28	\$1,642
2.17	RCP FES Precast 18"	2	EA	\$1,865.60	\$3,731
2.18	RCP FES Precast 24"	6	EA	\$2,085.90	\$12,515
2.19	RCP FES Precast 36"	1	EA	\$3,341.23	\$3,341
	PHASE I STORM				\$415,548
3.00	SANITARY SEWER				
3.01	SS PVC (SDR-26) 08" 00-06'	1,003	LF	\$18.44	\$18,495
3.02	SS PVC (SDR-26) 08" 06-08'	752	LF	\$19.05	\$14,326
3.03	SS PVC (SDR-26) 08" 08-10'	1,293	LF	\$19.72	\$25,498
3.04	SS PVC (SDR-26) 08" 10-12'	797	LF	\$21.31	\$16,984
3.05	SS PVC (SDR-26) 08" 14-16'	99	LF	\$51.13	\$5,062
3.06	SS PVC (SDR-26) 08" 16-18'	296	LF	\$61.29	\$18,142
3.07	SS PVC (SDR-26) 08" 18-20'	262	LF	\$73.20	\$19,178
3.08	SS PVC (SDR-26) 08" 20-22'	431	LF	\$83.61	\$36,036
3.09	SS PVC (SDR-26) 08" 22-24'	458	LF	\$102.24	\$46,826
3.10	SS PVC (SDR-26) 08" 24-26'	22	LF	\$108.92	\$2,396
3.11	SS Manhole 4' Dia 00-06' (Unlined)	4	EA	\$2,753.16	\$11,013
3.12	SS Manhole 4' Dia 06-08' (Unlined)	3	EA	\$3,072.89	\$9,219
3.13	SS Manhole 4' Dia 08-10' (Unlined)	3	EA	\$3,327.71	\$9,983
3.14	SS Manhole 4' Dia 10-12' (Unlined)	3	EA	\$3,724.21	\$11,173
3.15	SS Manhole 4' Dia 12-14' (Unlined)	1	EA	\$4,241.57	\$4,242
3.16	SS Manhole 5' Dia 18-20' (Unlined)	1	EA	\$6,490.13	\$6,490
3.17	SS Manhole 5' Dia 20-22' (Unlined)	2	EA	\$7,132.35	\$14,265
3.18	SS Outside Drop Manhole 5' 16-18"	1	EA	\$7,811.64	\$7,812
3.19	SS Outside Drop Manhole 5' 24-26"	1	EA	\$10,410.11	\$10,410
3.20	Sewer Services Double (8"x6")	18	EA	\$991.48	\$17,847
3.21	Sewer Services Single (8"x6")	82	EA	\$812.72	\$66,643
	SANITARY SEWER TOTAL				\$372,038
4.00	WATER DISTRIBUTION				
4.01	PW PVC (DR-18) 06"	5,726	LF	\$18.71	\$107,133

BERRY BAY VILLAGE I WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

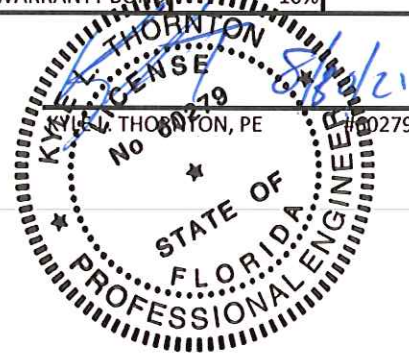
ONSITE ONLY (NO OFF-SITES)

AUGUST 18, 2021

4.02	Potable Water Gate Valves 06"	27	EA	\$1,236.32	\$33,381
4.03	Potable Water Fittings 08"	2	LS	\$27,875.42	\$55,751
4.04	Fire Hydrant Assembly	11	EA	\$4,391.80	\$48,310
4.05	PW Services Water Single Short	108	EA	\$355.56	\$38,400
4.06	PW Services Water Single Long	66	EA	\$463.23	\$30,573
4.07	Water Service 2" Amenity	1	LS	\$2,279.00	\$2,279
	WATER DISTRIBUTION TOTAL				\$315,827

Grand Total					\$1,547,894.04
--------------------	--	--	--	--	-----------------------

WARRANTY BOND	10%	\$154,790
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SUBDIVIDER'S AGREEMENT FOR PERFORMANCE
PLACEMENT OF LOT CORNERS

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

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to 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 I**; 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 known as **BERRY BAY VILLAGE I** 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, and to gain approval of the County to record said plat, 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 platted area known as **BERRY BAY VILLAGE I** subdivision within **FOUR (4)** 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
_____, or

b. A Performance Bond, dated _____
August 30th, 2021, with _____
Lennar Homes, LLC
as Principal, and Hartford Fire
Insurance Company as Surety,
or

Bond #: ~~72B51A9307~~
72B5BIA9307

c. Escrow Agreement, dated _____
_____, between
and the County, or

d. Cashier/Certified Check, number _____
_____, dated _____, which shall be deposited by
the County into an 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, performance bonds, escrow agreements, or cashier/certified checks are/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 "Subdivision Regulations," 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 his 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 known **BERRY BAY VILLAGE I** 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 these presents, this 20th day of August, 2021.

ATTEST:

[Signature]
Witness Signature

ABI JAMES
Printed Name of Witness

[Signature]
Witness Signature

Lori Campbell
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

PARKER HIRONS
Printed Name of Signer

VICE PRESIDENT
Title of Signer

4600 W. CYPRESS ST., STE 300, TAMPA, FL 33607
Address of Signer

813-574-5658
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of August, 2021, by Parker Hirons and

Vice President respectively ~~President~~ and _____ of Lennar Homes, LLC, Inc.

a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced _____

as identification and did take an oath.

NOTARY PUBLIC:

Sign: Kristine De la Cruz (Seal)

Print: Kristine De la Cruz

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 03/25/22



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by,

_____ who is personally known to me or who has produced

_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC called the Principal, and Hartford Fire Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **NINETEEN THOUSAND AND THIRTY THREE DOLLARS AND 00/100 (\$19,033.00)** 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, as amended, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as **BERRY BAY VILLAGE I** are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.


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

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 I** 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 **FOUR (4)** 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 MARCH 12, 2022 .

SIGNED, SEALED AND DATED this 30th day of August, 2021 .

ATTEST: 

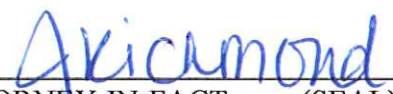
Becky Wilson

Lennar Homes, LLC , a Florida Limited Liability Company
PRINCIPAL (SEAL)


BY: 
Holly Gallagher Vice President

ATTEST: 

Hartford Fire Insurance Company
SURETY (SEAL)



ATTORNEY-IN-FACT (SEAL)
Jessica Richmond, attorney-in-Fact

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA INC
Agency Code: 61-610026

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip N. Bair, Janie Cermeno, Eric S. Feighl, Dorothy Harrison, John L. Hohlt, Joyce A. Johnson, Chelsea Nielson, Jessica Richmond, Sherry Skinner of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

August 30th 2021



Kevin Heckman, Assistant Vice President

**BERRY BAY VILLAGES I
PERFORMANCE
Hillsborough County, FL
LOT CORNERS
AUGUST 18, 2021**

1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	173.00	Per Lot	\$82.00	\$14,186.00
1.02	Monuments - Misc Tracts	0.00	Per Tract	\$70.00	\$0.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	TOTAL				\$15,226.00
GRAND TOTAL					\$15,226
					\$19,033



PERFORMANCE BOND 125%
 LICENSE NO. 60279
 KYLE L. THORNTON, PE #60279
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

[Signature]
 8/30/21

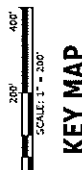
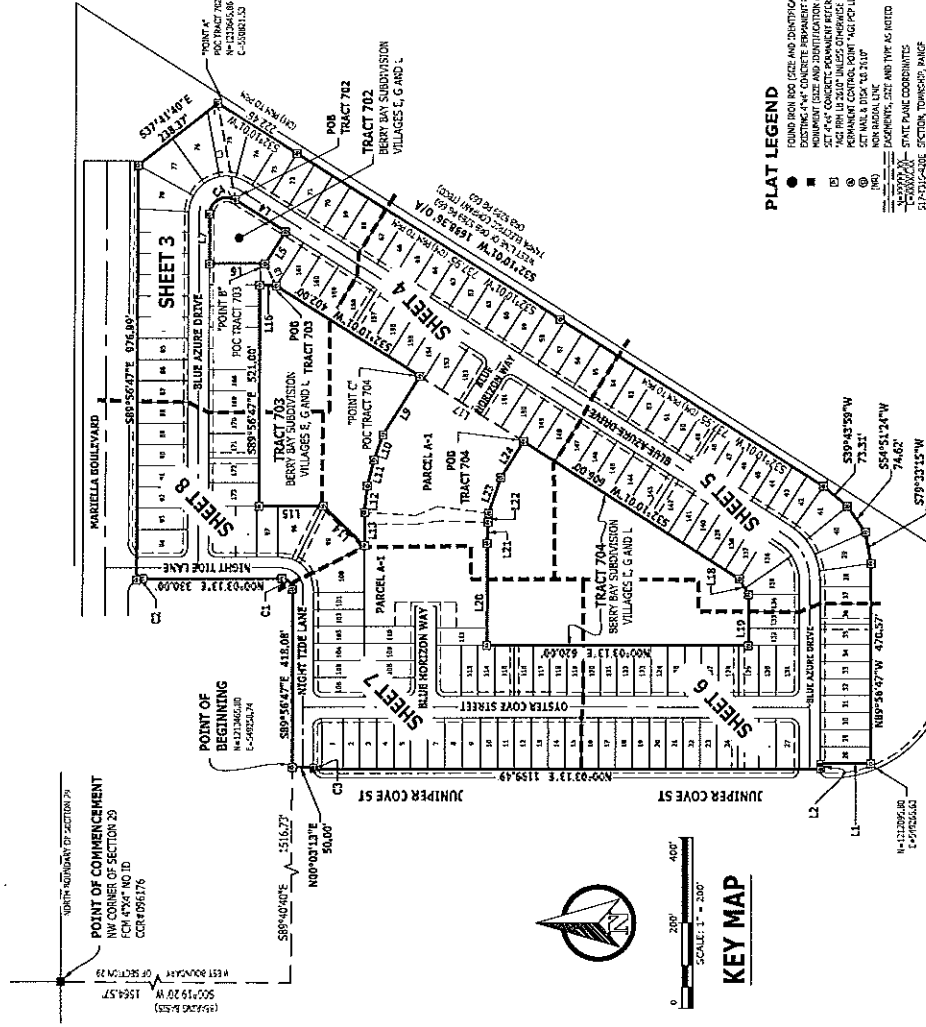
BERRY BAY SUBDIVISION VILLAGE I

BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

PLAT NOTES:

1. FURTHERON PLAT BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT REVIEW BOARD HAS THE INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
2. DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, INTERIOR SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY LINES, LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF TORM WATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.
3. MULTIPLE REAL-TIME KINEMATIC GPS OBSERVATIONS, BEARINGS SHOWN HEREON ARE A MEANS TO REFERENCE THE SURVEYED PARCEL TO THE DEED OR PLAT OF RECORD TO REFERENCE THE WEST LINE OF SECTION 29, AS BEING SOUTH 88°19'29" WEST.
4. STATE PLANE COORDINATES SHOWN HEREON (FLORIDA WEST ZONE) WERE ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) SURVEYS AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS CONSISTING OF AT LEAST 60 EPOCHS EACH, AND INCLUDED NATIONAL GRID/TIE SURVEY (NGS) CONTROL STATION "THROWING" (MID 8170313).
5. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL RECORD OF THIS PLAT. ANY DIGITAL FORM OF THIS PLAT, INCLUDING BUT NOT LIMITED TO DIGITAL FORMS OF THE PLAT, THAT ARE NOT AUTHORIZED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, SHALL BE UNLAWFUL. ANY RESTRICTIONS THAT ARE CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, INCLUDING, BUT NOT LIMITED TO, CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL BE SUBJECT TO THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. THIS SUBDIVISION CONTAINS RIGHTS-OF-WAY, EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.
8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
9. UNLESS NOTED, ALL DISTANCES ARE TO THE CENTER OF THE CURVE ARE RADIAL TO THAT CURVE.
10. LANDS PLATTED HEREON ARE SUBJECT TO AND BENEFITED BY A



PLAT LEGEND

FOUND IRON ROD SIZE AND IDENTIFICATION AS SHOWN
EXISTING 4" X 4" CONCRETE PERMANENT REFERENCE MONUMENT (SIZE AND IDENTIFICATION AS SHOWN)
* 4" X 4" IRON ROD UNLESS OTHERWISE NOTED
PERMANENT CONTROL POINT * 1/2" X 1/2" IRON ROD
SET WALL & DISK * 1/2" X 1/2" IRON ROD
EASEMENTS, SIZE AND TYPE AS NOTED
STATE PLANE COORDINATES
SECTION, TOWNSHIP, RANGE
DIRECTIONAL PROTECTION COMMISSION
RIGHT-OF-WAY
WELL AND CONSERVATION AREA
REGRESS AND EGRESS EASEMENT
PLAT BOOK
RESIDENTIAL BUSINESS
OFFICIAL RECORD BOOK
LANDMARK CASSETTE
FOUND CONCRETE MONUMENT
FLORIDA DEPARTMENT OF TRANSPORTATION
CORRECTED CORNER BEINGS
COMMUNITY DEVELOPMENT DISTRICT
PRIVATE WALL/LANDSCAPE CASSETTE
PUBLIC DRAINAGE CASSETTE
PUBLIC UTILITY CASSETTE
TRICAL

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	79.37'	25.00'	94°03'00"	N4°03'00"E	75.30'
C2	15.68'	35.00'	214°20'00"	N42°00'00"E	15.58'
C3	5.83'	25.00'	114°20'00"	N48°15'00"E	5.62'
C4	86.23'	42.00'	177°09'00"	S89°51'24"W	78.01'

LINE TABLE

LINE	BEARING	DISTANCE
L2	S71°13'00"E	84.37'
L3	S54°45'24"W	108.00'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°03'13"E	62.75'
L2	N89°03'13"E	78.34'
L3	N89°03'13"E	115.11'
L4	N43°20'00"E	132.66'
L5	N03°03'13"E	20.00'
L6	N03°03'13"E	29.00'
L7	S29°56'47"E	42.84'
L8	S89°56'47"E	24.00'
L9	N89°56'47"E	34.00'
L10	S89°56'47"E	42.00'
L11	N03°03'13"E	21.00'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°03'13"E	62.75'
L2	N89°03'13"E	78.34'
L3	N89°03'13"E	115.11'
L4	N43°20'00"E	132.66'
L5	N03°03'13"E	20.00'
L6	N03°03'13"E	29.00'
L7	S29°56'47"E	42.84'
L8	S89°56'47"E	24.00'
L9	N89°56'47"E	34.00'
L10	S89°56'47"E	42.00'
L11	N03°03'13"E	21.00'

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.ardurra.com
License #2610

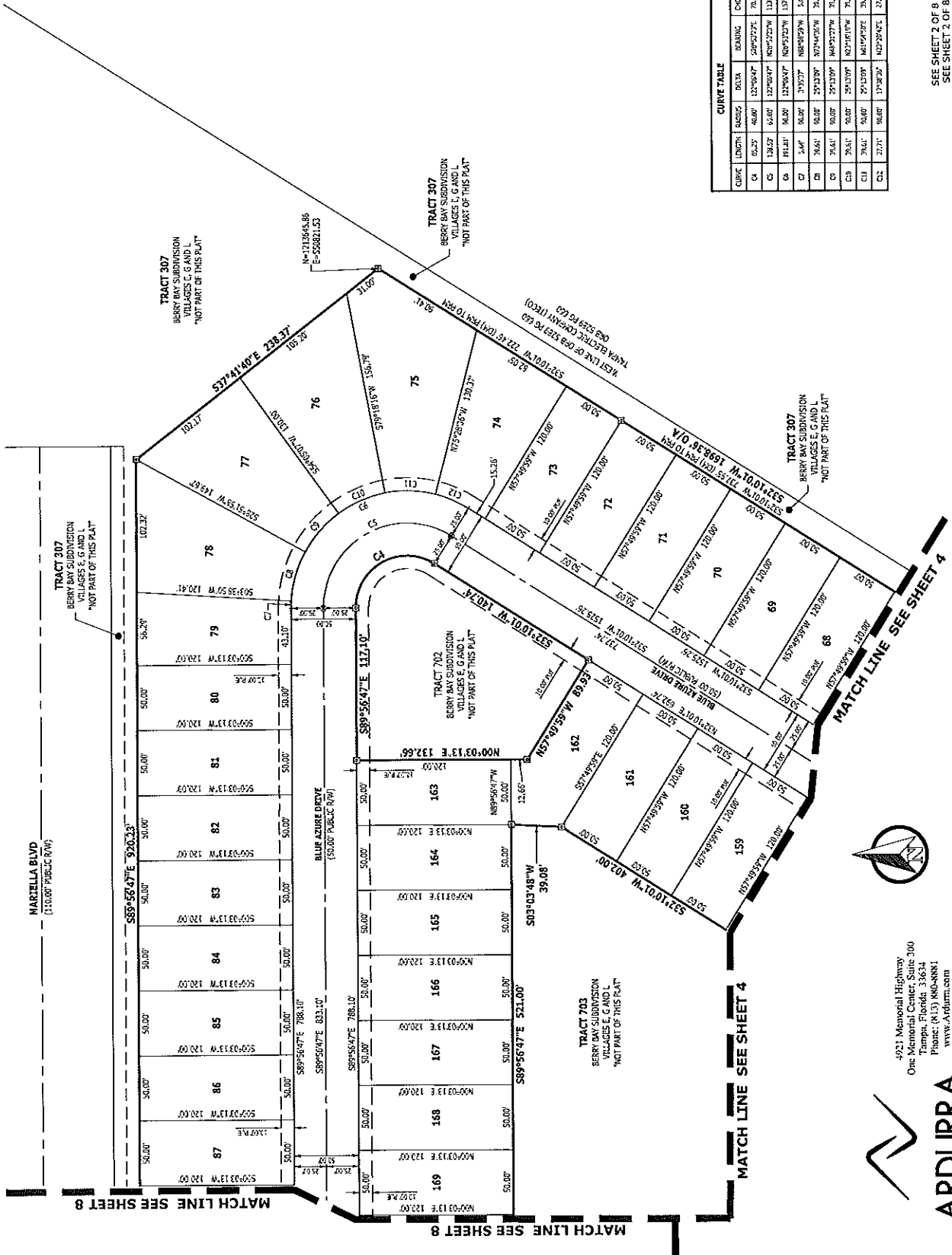
ARDURRA
COLLABORATE. INNOVATE. CREATE.

SEE SHEET 2 OF 8 FOR KEY MAP
SEE SHEET 2 OF 8 FOR LEGEND
SHEET 2 OF 8

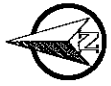
BERRY BAY SUBDIVISION VILLAGE I

BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



CURVE	LENGTH	BEARING	CHORD
C1	56.27	S89°56'47"E	100.23
C2	134.57	S89°56'47"E	260.37
C3	181.81	S89°56'47"E	354.56
C4	214.21	S89°56'47"E	420.00
C5	246.61	S89°56'47"E	478.32
C6	279.01	S89°56'47"E	529.64
C7	311.41	S89°56'47"E	574.96
C8	343.81	S89°56'47"E	614.28
C9	376.21	S89°56'47"E	648.60
C10	408.61	S89°56'47"E	687.92
C11	441.01	S89°56'47"E	722.24
C12	473.41	S89°56'47"E	751.56



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.ardurra.com
License #2610



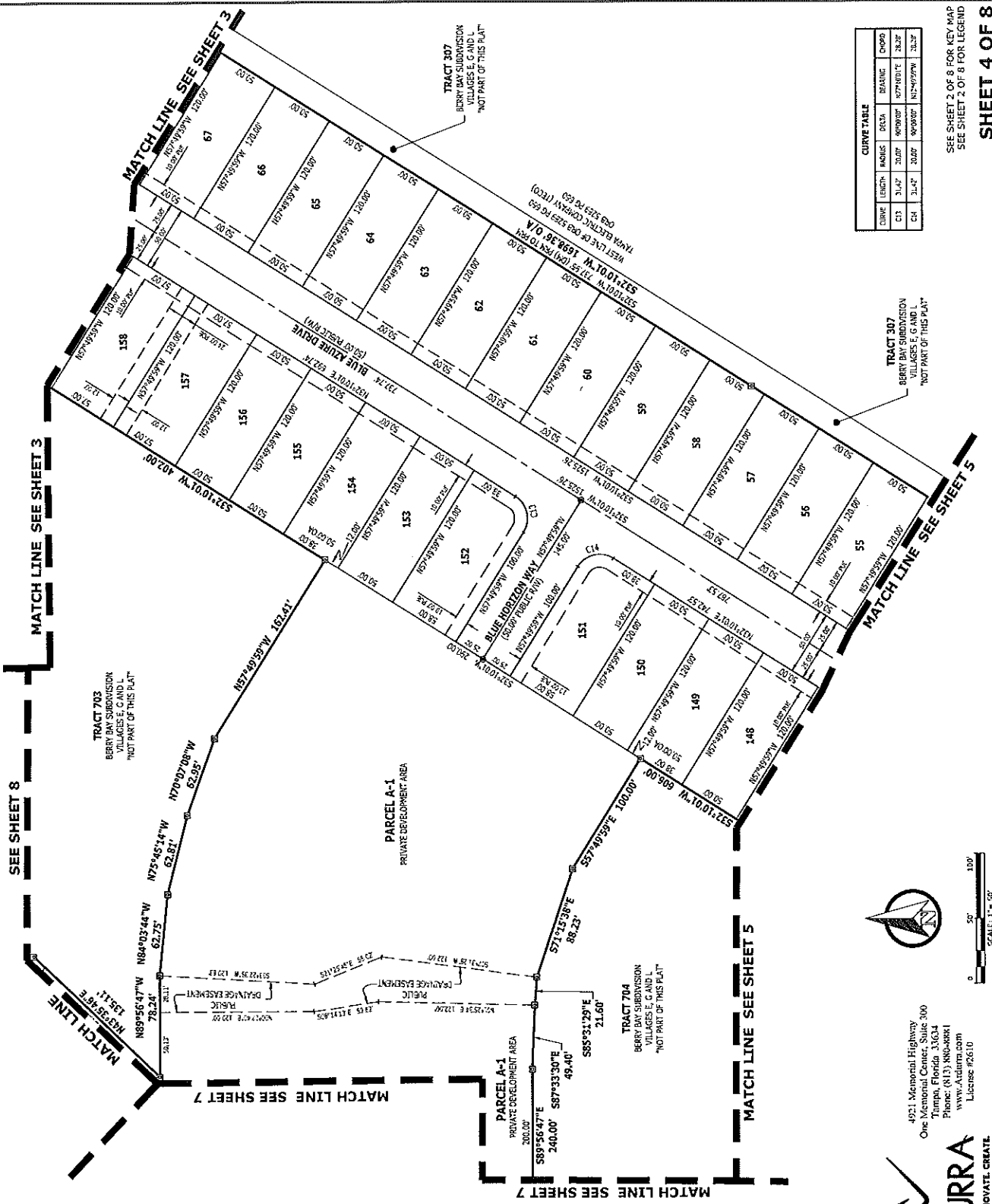
SEE SHEET 2 OF 8 FOR KEY MAP
SEE SHEET 2 OF 8 FOR LEGEND

SHEET 3 OF 8

BERRY BAY SUBDIVISION VILLAGE I

BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

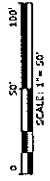
PLAT BOOK PAGE



CURVE TABLE				
CURVE	ANGLE	DATA	CHORD	
C1	31.42°	100.00'	107.661'E	38.22'
C4	31.42°	30.00'	30.900'E	11.749'PW

SEE SHEET 2 OF 8 FOR KEY MAP
SEE SHEET 2 OF 8 FOR LEGEND

SHEET 4 OF 8



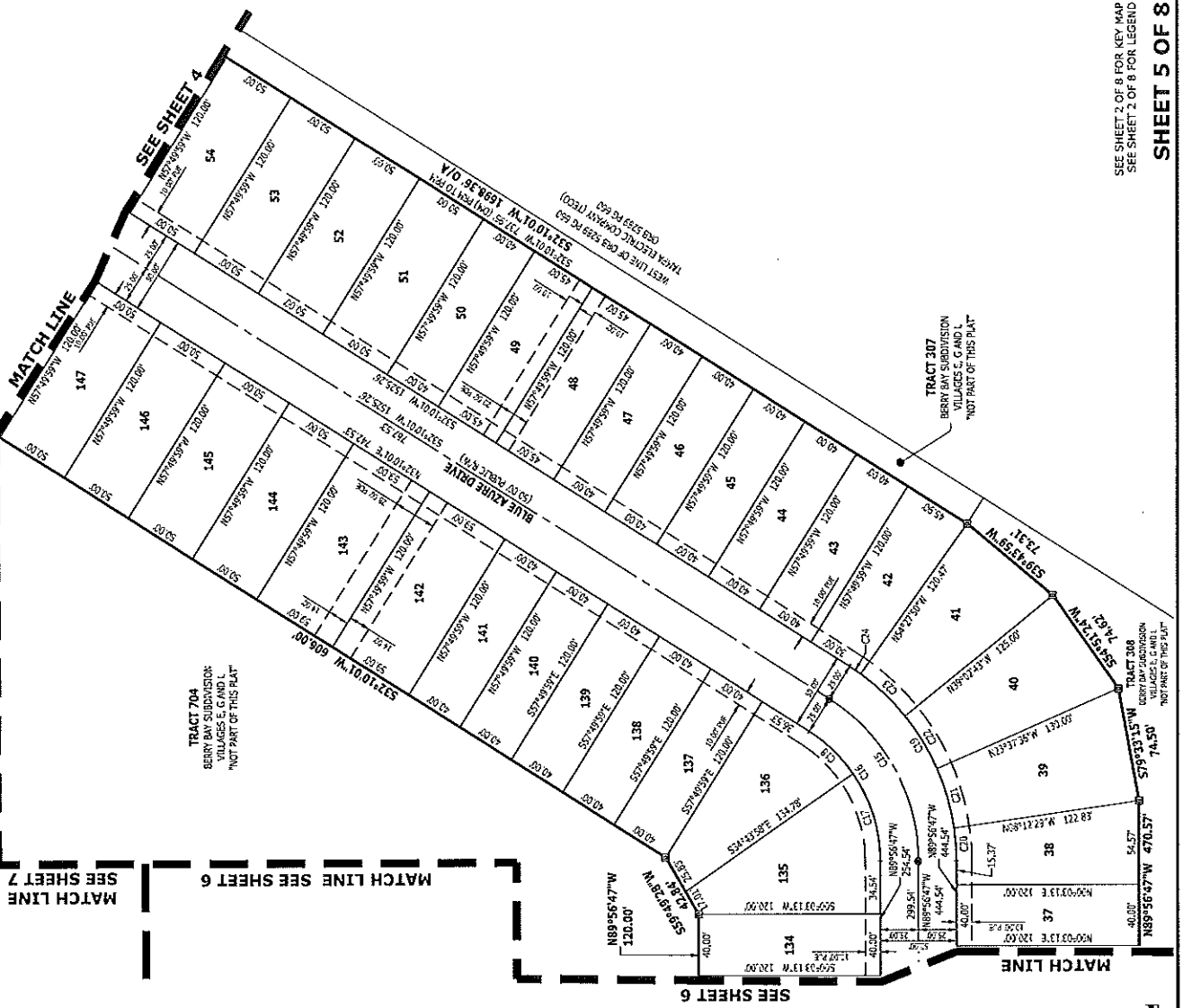
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BERRY BAY SUBDIVISION VILLAGE I

BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA MATCH LINE SEE SHEET 4

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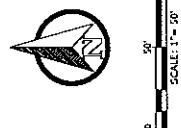
MATCH LINE SEE SHEET 7

TRACT 704
BERRY BAY SUBDIVISION
VILLAGES E, G AND L
"NOT PART OF THIS PLAT"

TRACT 307
BERRY BAY SUBDIVISION
VILLAGES E, G AND L
"NOT PART OF THIS PLAT"

SEE SHEET 2 OF 8 FOR KEY MAP
SEE SHEET 2 OF 8 FOR LEGEND
SHEET 5 OF 8

CURVE LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	174.39'	57°03'17"	N61°00'37"E	176.99'
C2	101.03'	90°00'	N61°00'37"E	101.03'
C3	60.17'	134°47'15"	N67°30'37"E	50.78'
C4	40.37'	180°00'	N67°30'37"E	40.37'
C5	152.03'	57°03'17"	N61°00'37"E	155.18'
C6	21.05'	81°00'	N67°30'37"E	21.05'
C7	40.37'	180°00'	N67°30'37"E	40.37'
C8	40.37'	180°00'	N67°30'37"E	40.37'
C9	102.00'	302°10'	N10°30'07"E	102.00'



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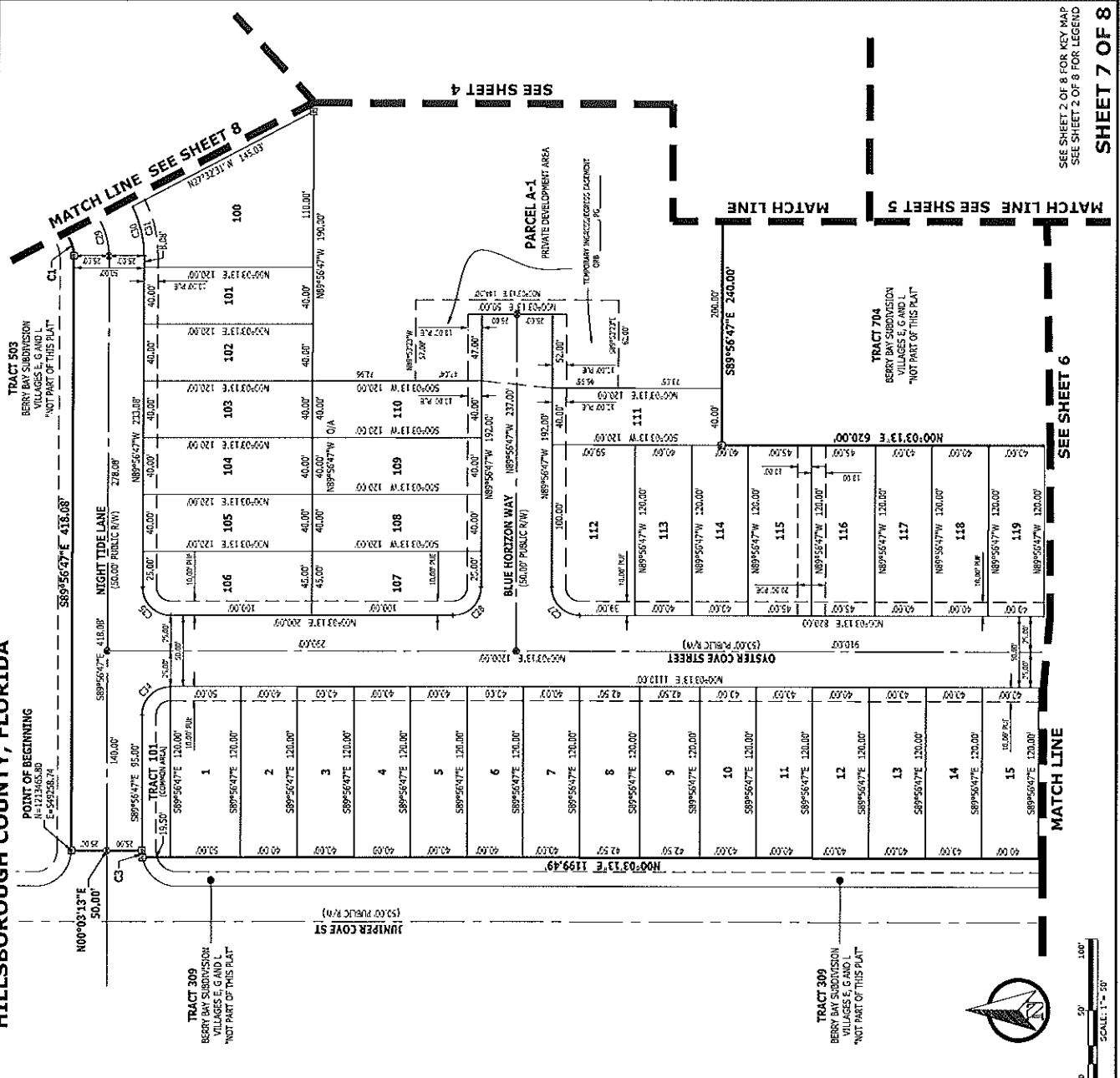


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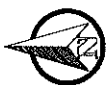
BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



CURVE TABLE

CURVE	LENGTH	RADIUS	BECA	BEARING	CHORD
C1	39.27	25.00	90.000°	N00°03'13"E	39.27
C2	5.87	25.00	113.713°	N00°03'13"E	5.87
C3	31.42	30.00	90.000°	N00°03'13"E	31.42
C4	31.42	30.00	90.000°	N00°03'13"E	31.42
C5	11.281	25.00	90.000°	N00°03'13"E	11.281
C6	31.42	30.00	90.000°	N00°03'13"E	31.42
C7	31.42	30.00	90.000°	N00°03'13"E	31.42
C8	31.42	30.00	90.000°	N00°03'13"E	31.42



SCALE: 1" = 50'

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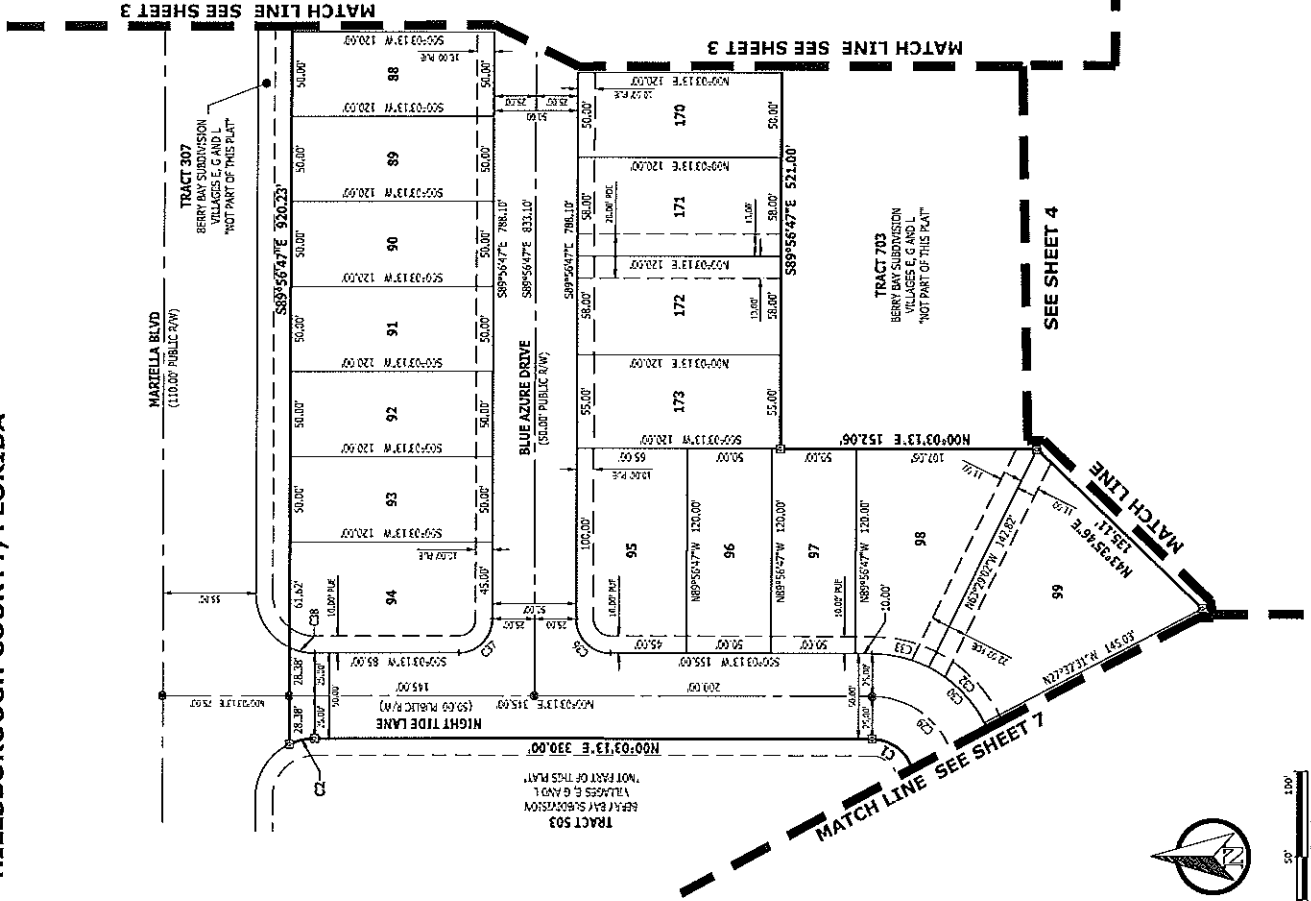
SEE SHEET 2 OF 8 FOR KEY MAP
SEE SHEET 2 OF 8 FOR LEGEND

SHEET 7 OF 8

BERRY BAY SUBDIVISION VILLAGE I

BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



CURVE	SEARCH	RADIUS	DATA	BEGINNING	ENDING
C1	74.2'	25.00'	99°00'00"	N45°00'13"E	32.38'
C2	15.2'	35.00'	27°02'37"	N12°38'02"W	15.29'
C3	78.5'	50.00'	89°53'39"	N45°00'13"E	78.21'
C4	17.8'	75.00'	98°00'00"	N00°00'13"E	18.60'
C5	47.05'	75.00'	37°53'32"	N44°02'14"E	48.28'
C6	24.4'	25.00'	20°52'40"	N37°17'02"E	24.32'
C7	31.4'	20.00'	98°00'00"	S45°00'13"W	31.28'
C8	15.5'	35.00'	25°02'37"	S12°44'34"W	15.38'



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SHEET 8 OF 8