

**SUBJECT:** Berry Bay Subdivision Village D **PI#5076**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** April 11, 2023  
**CONTACT:** Lee Ann Kennedy

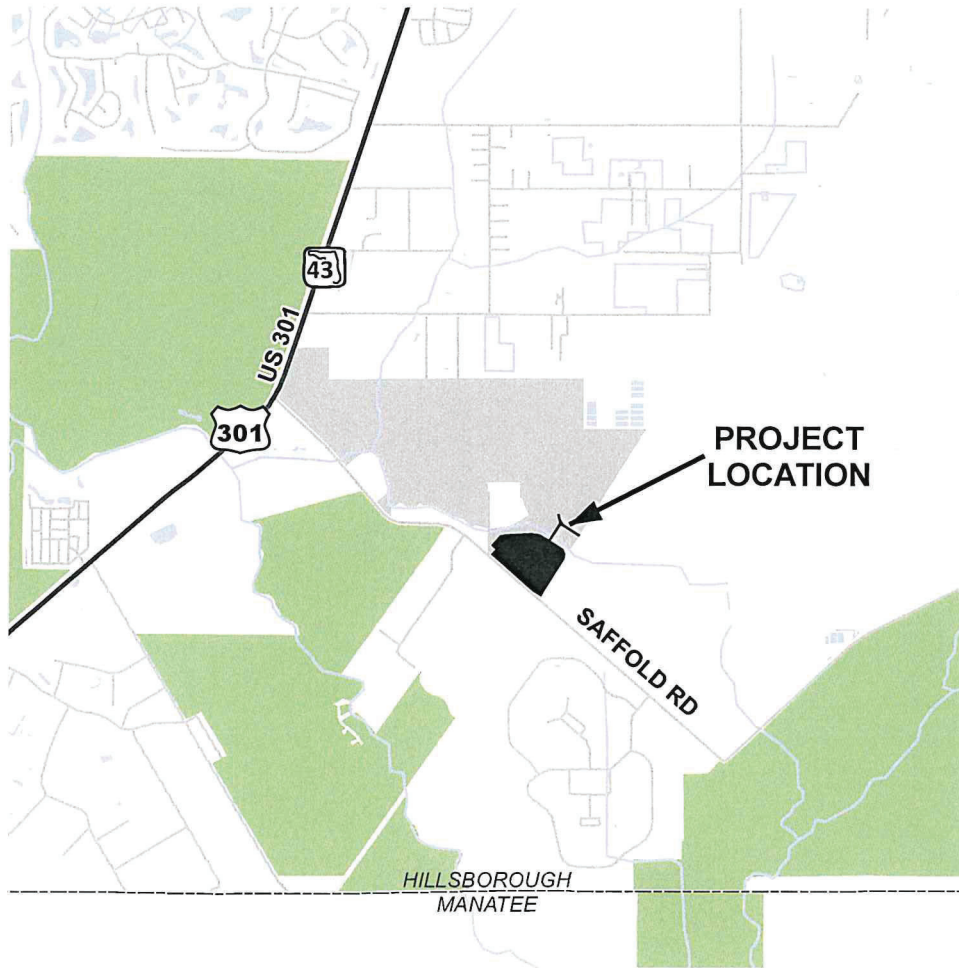
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**RECOMMENDATION:**

Accept the plat for recording for Berry Bay Subdivision Village D, located in Section 29, 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, sidewalks, 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 \$111,578.00, a Warranty Bond in the amount of \$66,084.00 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 \$5,100.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners. School Concurrency was approved based on a Developer Agreement and a payment of \$243,407.00 was made on March 3, 2023.

**BACKGROUND:**

On October 17, 2022, Permission to Construct Prior to Platting was issued for Berry Bay Subdivision Village D. 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 & Associates.



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

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

### Witnesseth

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

**WHEREAS**, the LDC 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 D, hereinafter referred to as the "Subdivision"; 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 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 Systems | <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: _____                              |   |   |

hereafter referred to as the "County Improvements"; and

**WHEREAS**, the County required the Subdivider to warranty the aforementioned County 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 County Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within 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, wastewater and reclaimed water 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 the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County 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, number 4724773 \$111,578.00 dated, 2/21/2023 with \_\_\_\_\_ Berry Bay Development, LLC as Principal, and \_\_\_\_\_ Great American Insurance Company as Surety, or  
A Warranty Bond, number 4724775 \$66,084.00 dated, 2/21/2023 with \_\_\_\_\_ Berry Bay Development, LLC as Principal, and \_\_\_\_\_ Great American Insurance Company as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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 the Development Services Department; and
  - b. All applicable County regulations relating to the construction of improvement facilities.

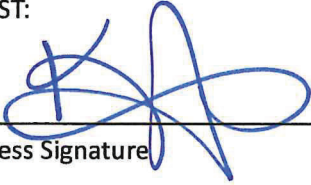
An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

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 its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of 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 its 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 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 County Improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of the 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 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. Provide 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 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 its 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 the 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 this Agreement, effective as of the date set forth above.

ATTEST:



Witness Signature

**Kelley Cato Juneau**

Printed Name of Witness



Witness Signature

**KYLE SMITH**

Printed Name of Witness

Subdivider:



By

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

**Nicholas J. Dister**

Name (typed, printed or stamped)

**Authorized Representative**

Title

111 S Armenia Avenue, Suite 201, Tampa, FL 33609

Address of Signer

**(813) 443-0809**

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS

HILLSBOROUGH COUNTY, FLORIDA

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

Deputy Clerk

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

Chair

APPROVED BY THE COUNTY ATTORNEY

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

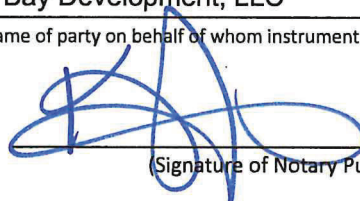
**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
27th day of February, 2023, by Nicholas J. Dister as

Authorized Representative for Berry Bay Development, LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

Type of Identification Produced



(Notary Seal)

Kelley Cato Juneau  
\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

GG951166 May 21, 2024  
\_\_\_\_\_  
(Commission Number) (Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

Personally Known OR  Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number) (Expiration Date)

### SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we BERRY BAY DEVELOPMENT, LLC  
 \_\_\_\_\_ called the Principal, and Great American Insurance Company  
 \_\_\_\_\_ called the Surety, are held and firmly bound unto the  
 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of  
One Hundred Eleven Thousand, Five Hundred Seventy-Eight Dollars and 00/100 (\$111,578.00 ) 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 Chapters 125, 163 and 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**, these subdivision regulations require the construction of improvements in connection with the platting of the Berry Bay Village D \_\_\_\_\_ subdivision; and

**WHEREAS**, the Principal has filed with the Development Review Division of the 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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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



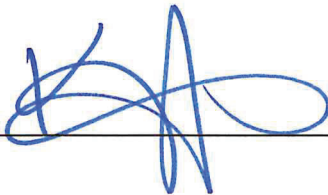
NOW, THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Berry Bay Village D 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 September 11, 2023.

SIGNED, SEALED AND DATED this 21st day of February, 2023.

ATTEST:

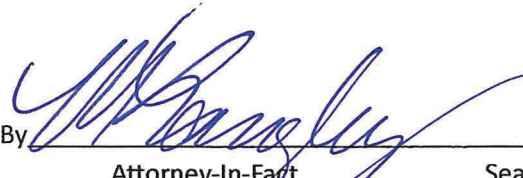
  
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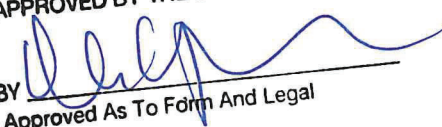
By   
\_\_\_\_\_  
Principal Seal

Great American Insurance Company  
\_\_\_\_\_  
Surety Seal

ATTEST:

Helena Beam  
\_\_\_\_\_

By   
\_\_\_\_\_  
Attorney-In-Fact Seal  
Mary Martha Langley

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

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 21328

**POWER OF ATTORNEY**

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

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

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

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



*Steph C. B.*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 21st day of February, 2023



*Steph C. B.*

Assistant Secretary

**SUBDIVISION WARRANTY BOND - ON SITE**

**KNOW ALL MEN BY THESE PRESENTS**, that we Berry Bay Development, LLC  
\_\_\_\_\_ called the Principal, and \_\_\_\_\_  
Great American Insurance Company \_\_\_\_\_ called the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Sixty-Six Thousand Eighty-Four and 00/100 (\$ 66,084.00 ) Dollars for the payment of which  
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 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 Warranty Bond; and

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

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Berry Bay Village D. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Roads/Streets, Sanitary Gravity Sewer, Water Mains/Services, Sidewalks, Stormwater Drainage; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

**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; and

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

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

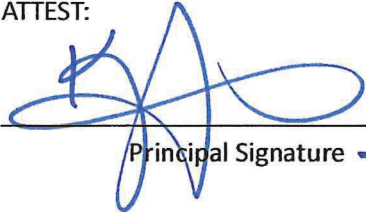
- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Berry Bay Village D against failure, deterioration, or damage resulting 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 September 11, 2025

SIGNED, SEALED AND DATED this 21st day of February, 2023.

ATTEST:

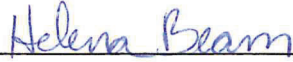
  
Principal Signature

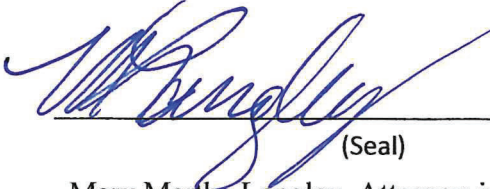
  
(Seal)

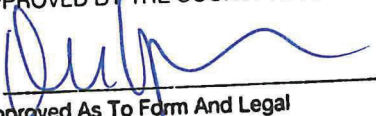
Great American Insurance Company  
(Seal)

Surety Signature

ATTEST:

  
Attorney-in-fact Signature

  
(Seal)  
Mary Martha Langley, Attorney-in-Fact

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

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 21328

**POWER OF ATTORNEY**

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

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

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

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



*Steph L. C. B...*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 21st day of February, 2023.



*Steph L. C. B...*

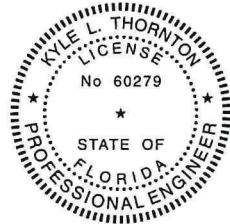
Assistant Secretary

**BERRY BAY - VILLAGE D PERFORMANCE**  
**Hillsborough County, FL**  
**Engineer's Opinion of Probable Construction Cost - Public Improvements**  
**ONSITE ONLY (NO OFF-SITES)**  
**FEBRUARY 17, 2023**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b><u>ROADWAY</u></b>				
1.01	1 1/2" Type SP-9.5 Asphalt Surface	3,280.00	SY	\$17.05	\$55,924.00
1.02	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Option 2)	120.00	SF	\$40.65	\$4,878.00
1.03	Signage and Striping	1.00	LS	\$3,321.10	\$3,321.10
	<b>ROADWAY TOTAL</b>				<b>\$64,123.10</b>
<b>3.00</b>	<b><u>POTABLE WATER SYSTEM</u></b>				
3.01	Chlorination & Pressure Testing	1.00	LS	\$3,564.90	\$3,564.90
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$3,564.90</b>
<b>4.00</b>	<b><u>SANITARY SEWER SYSTEM</u></b>				
4.01	Televise Sanitary Sewer (CCTV)	2,435.00	LF	\$6.55	\$15,949.25
4.02	Testing	1	LS	\$3,276.60	\$3,276.60
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$19,225.85</b>
<b>5.00</b>	<b><u>STORM DRAINAGE SYSTEM</u></b>				
5.01	Televise Storm Sewer (CCTV)	398	LF	\$5.90	\$2,348.20
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$2,348.20</b>

<b>Grand Total</b>					<b>\$89,262.05</b>
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PERFORMANCE BOND	125%	\$111,578
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3/15/23

**KYLE L. THORNTON, PE** #60279

This item has been digitally signed and sealed by Kyle L. Thornton, P.E. 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.

## BERRY BAY - VILLAGE D WARRANTY

Hillsborough County, FL

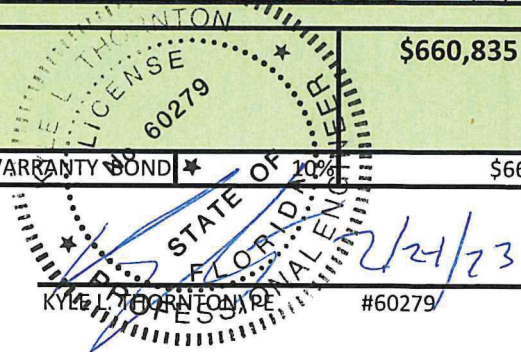
Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

FEBRUARY 2, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ROADWAY</b>				
1.01	1 1/2" Type SP-9.5 Asphalt Surface	3,280.00	SY	\$17.05	\$55,924.00
1.02	6" Crushed Concrete Base	3,280.00	SY	\$19.65	\$64,452.00
1.03	12" Compacted Subgrade (LBR 40)	4,209.00	SY	\$7.10	\$29,883.90
1.04	Miami Curb w/Stabilization	2,848.00	LF	\$15.20	\$43,289.60
1.05	FDOT Type F Curb	286.00	LF	\$13.85	\$3,961.10
1.06	Ribbon Curb	24.00	LF	\$20.95	\$502.80
1.07	Valley Gutter	140.00	SF	\$41.95	\$5,873.00
1.08	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Option 2)	120.00	SF	\$40.65	\$4,878.00
1.09	Signage and Striping	1.00	LS	\$3,321.10	\$3,321.10
	<b>ROADWAY TOTAL</b>				<b>\$212,085.50</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	8" PVC C900 DR-18 WM	1,438.00	LF	\$56.70	\$81,534.60
2.02	8" DIP	68.00	LF	\$71.35	\$4,851.80
2.03	8" Gate Valve w/ Box	4.00	Each	\$2,861.80	\$11,447.20
2.04	8" Tee Fitting	1.00	Each	\$1,331.00	\$1,331.00
2.05	8" Fittings & Restraints	1.00	LS	\$15,468.20	\$15,468.20
2.06	8" Blow-off w/ 8" GV	2.00	Each	\$4,196.90	\$8,393.80
2.07	Fire Hydrant Assembly	3.00	Each	\$7,096.65	\$21,289.95
2.08	Single Service, Short Side	18.00	Each	\$668.90	\$12,040.20
2.09	Single Service, Long Side	19.00	Each	\$878.65	\$16,694.35
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$173,051.10</b>
<b>3.00</b>	<b>SANITARY SEWER SYSTEM</b>				
3.01	8" PVC, SDR 26 (6'-8')	166.00	LF	\$46.10	\$7,652.60
3.02	8" PVC, SDR 26 (8'-10')	564.00	LF	\$49.25	\$27,777.00
3.03	8" PVC, SDR 26 (10'-12')	408.00	LF	\$54.50	\$22,236.00
3.04	8" PVC, SDR 26 (12'-14')	104.00	LF	\$62.35	\$6,484.40
3.05	8" PVC, SDR 26 (14'-16')	281.00	LF	\$72.85	\$20,470.85
3.06	Sanitary Manhole (6'-8')	1.00	Each	\$5,119.90	\$5,119.90
3.07	Sanitary Manhole (8'-10')	1.00	Each	\$6,043.65	\$6,043.65
3.08	Sanitary Manhole (10'-12')	1.00	Each	\$6,380.40	\$6,380.40
3.09	Sanitary Manhole (12'-14')	1.00	Each	\$7,131.45	\$7,131.45
3.10	Sanitary Manhole (14'-16')	2.00	Each	\$7,879.00	\$15,758.00
3.11	Drop Manhole (14'-16')	1.00	Each	\$9,354.80	\$9,354.80
3.12	Single Service (Hillsborough County)	14.00	Each	\$1,501.60	\$21,022.40
3.13	Double Service (Hillsborough County)	13.00	Each	\$1,989.80	\$25,867.40
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$181,298.85</b>
<b>4.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
4.01	15" HP Dual Storm Pipe	32.00	LF	\$50.90	\$1,628.80
4.02	18" HP Dual Storm Pipe	196.00	LF	\$61.00	\$11,956.00
4.03	24" HP Dual Storm Pipe	170.00	LF	\$92.35	\$15,699.50
4.04	Hillsborough Co. Type 1 Curb Inlet	4.00	Each	\$7,128.60	\$28,514.40
4.05	Type C Inlet	1.00	Each	\$3,559.65	\$3,559.65
4.06	Type D Inlet	1.00	Each	\$5,267.30	\$5,267.30
4.07	15" MES	1.00	Each	\$6,790.25	\$6,790.25
4.08	24" MES	1.00	Each	\$1,318.00	\$1,318.00
4.09	24" FDOT FES	1.00	Each	\$1,956.10	\$1,956.10
4.10	6" Underdrain (Fine Agg)	666.00	LF	\$19.95	\$13,286.70
4.11	Underdrain Cleanout	6.00	Each	\$718.10	\$4,308.60
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$94,285.30</b>
<b>Grand Total</b>					<b>\$660,835</b>

WARRANTY BOND \* 10% \$66,084



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

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

### Witnesseth

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

WHEREAS, the LDC 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 D (hereafter referred to as the "Subdivision"); and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within 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 \_\_\_\_\_,
  - b. A Performance Bond, number 4724774 \$5,100.00 dated, 2/21/2023 with \_\_\_\_\_ Berry Bay Development, LLC as Principal, and \_\_\_\_\_ Great American Insurance Company as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing



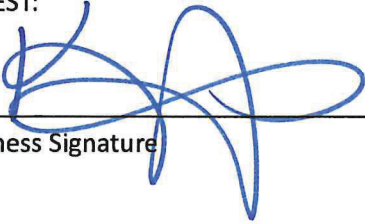
escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

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

ATTEST:

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

**Kelley Cato Juneau**

Printed Name of Witness

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

Witness Signature

**KYLE SMITH**

Printed Name of Witness

Subdivider:

By   
\_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

**Nicholas J Dister**

Name (typed, printed or stamped)

**Authorized Representative**

Title

111 S Armenia Avenue, Suite 201, Tampa, FL 33609

Address of Signer

**(813) 443-0809**

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

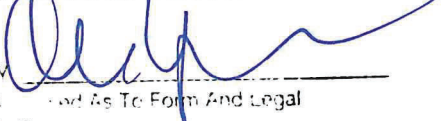
CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

APPROVED BY THE COUNTY ATTORNEY

By   
\_\_\_\_\_  
As to Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

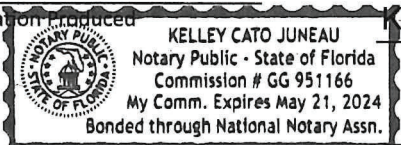
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
27th day of February, 2023, by Nicholas J Dister as

Authorized Representative for Berry Bay Development, LLC  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

*[Handwritten Signature]*  
(Signature of Notary Public - State of Florida)

Type of Identification Produced



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

(Notary Seal)

GG951166  
(Commission Number)

May 21, 2024  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

Personally Known OR  Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Berry Bay Development, LLC

\_\_\_\_\_ called the Principal, and \_\_\_\_\_

Great American Insurance Company called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Five Thousand

One Hundred and 00/100 (\$ 5,100.00 ) 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 adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Berry Bay Village D are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

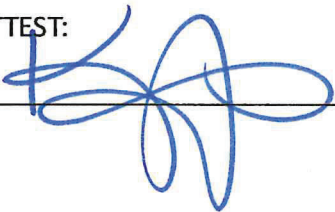
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Berry Bay Village D 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 September 11, 2023.

SIGNED, SEALED AND DATED this 21st day of February, 2023.

ATTEST:

  
\_\_\_\_\_

BY:

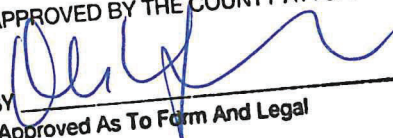
  
\_\_\_\_\_ (SEAL)  
PRINCIPAL

Great American Insurance Company  
SURETY (SEAL)

ATTEST:

Helena Benson  
\_\_\_\_\_

  
\_\_\_\_\_ (SEAL)  
ATTORNEY-IN-FACT  
Mary Martha Langley

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

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 21328

**POWER OF ATTORNEY**

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

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

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

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



*My L C. B.*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 21st day of February, 2023



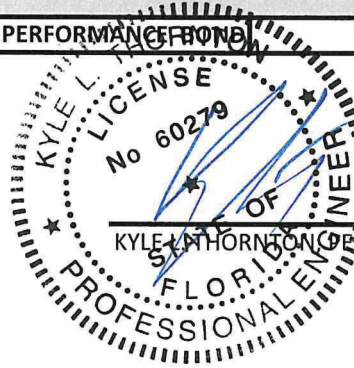
*My L C. B.*

Assistant Secretary

**BERRY BAY - VILLAGE D**  
Hillsborough County, FL  
**LOT CORNERS**

**FEBRUARY 1, 2023**

<b>1.00</b>	<b>LOT CORNER MONUMENTATION</b>				
1.01	Monuments Installed	37.00	Per Lot	\$82.00	\$3,034.00
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
	<b>TOTAL</b>				<b>\$4,074.00</b>
<b>Grand Total</b>					<b>\$4,074.00</b>
				<b>PERFORMANCE BOND</b>	<b>125%</b>
					<b>\$5,100</b>



KYLE L THORNTON #60279

# BERRY BAY SUBDIVISION VILLAGE D

## A REPLAT OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK PAGE

**DESCRIPTION:**  
PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP ON PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE(S) 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,  
CONTAINING 4.340 ACRES, MORE OR LESS

**DEDICATION:**  
THE UNDERSIGNED, AS THE OWNERS OF THE LANDS PLATTED HEREIN DO HEREBY DEDICATE THIS PLAT OF THE BERRY BAY SUBDIVISION VILLAGE D FOR RECORD. FURTHER, THE OWNERS DO HEREBY STATE, DECLARE AND MAKE THE FOLLOWING DEDICATIONS AND RESERVATIONS, EACH AS THEIR INTERESTS APPEAR:  
OWNERS HEREBY DEDICATE TO HILLSBOROUGH COUNTY, FLORIDA (THE COUNTY) AND THE PUBLIC IN GENERAL FOR PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC."

THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT ("CDD") HEREBY RESERVES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS AND UNDER ALL AREAS DESIGNATED AS "PUBLIC DRAINAGE EASEMENTS" AS SHOWN HEREON FOR THE PURPOSE OF DRAINAGE AND EGRESS AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND IMPROVING PUBLIC DRAINAGE DITCHES, SWALES, RETENTION AND DETENTION, AND OTHER DRAINAGE FACILITIES. ALL SUCH EASEMENTS SHALL BE SUBJECT TO ALL PUBLIC EASEMENTS SHOWN HEREON.  
OWNERS HEREBY DEDICATE TO THE PUBLIC USE ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

**OWNER:**  
BERRY BAY DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY

NICHOLAS J. DISTER-AUTHORIZED REPRESENTATIVE \_\_\_\_\_ WITNESS \_\_\_\_\_  
(PRINT NAME) (PRINT NAME)

**ACKNOWLEDGMENT:**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY \_\_\_\_\_, AN INDIVIDUAL WHO PERSONALLY APPEARED BEFORE ME BY  PHYSICAL PRESENCE, OR  ONLINE NOTARIZATION, AND WHO IS  PERSONALLY KNOWN TO ME, OR  WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
**OWNER:**  
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

NICHOLAS J. DISTER - CHAIRMAN \_\_\_\_\_ WITNESS \_\_\_\_\_  
(PRINT NAME) (PRINT NAME)

**ACKNOWLEDGMENT:**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY \_\_\_\_\_, AN INDIVIDUAL WHO PERSONALLY APPEARED BEFORE ME BY  PHYSICAL PRESENCE, OR  ONLINE NOTARIZATION, AND WHO IS  PERSONALLY KNOWN TO ME, OR  WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

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

**CLERK OF CIRCUIT COURT, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA:**  
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART 1 OF FLORIDA STATUTES, FLORIDA,  
AND HAS BEEN FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, TIME \_\_\_\_\_  
CLERK OF CIRCUIT COURT  
BY \_\_\_\_\_ DEPUTY CLERK \_\_\_\_\_ CLERK FILE NUMBER \_\_\_\_\_

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

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

**PLAT APPROVAL:**  
THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.091 FOR CHAPTER CONFORMITY, THE GEOGRAPHIC DATA HAS NOT BEEN VERIFIED.  
REVIEWED BY: \_\_\_\_\_  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
SURVEY SECTION, GEOGRAPHICAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY, FLORIDA

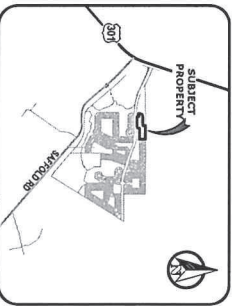
**SURVEY CERTIFICATE:**  
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND BEING SURVEYED AND PLATTED HEREON. I HAVE CONDUCTED A FIELD SURVEY AND SUPERVISION, THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 PART 1 OF FLORIDA STATUTES, FLORIDA, AND THAT THIS PLAT COMPLIES WITH THE DEVELOPMENT CODE THAT PERMANENT REFERENCE MONUMENTS ("PRM(S)"), WHERE SET ON THE 30TH DAY OF DECEMBER, 2022, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS ("PCP(S)"), AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTES OR IN ACCORDANCE WITH CONDITIONS OF BIDDING.

ROBERT S. GURTS  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA, LS 6051  
4022 MEMORIAL HIGHWAY  
SUITE 300  
TAMPA, FLORIDA 33634



4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone: (813) 890-8881  
www.ardurra.com  
Licenses #2610

LOCATION MAP  
NOT TO SCALE

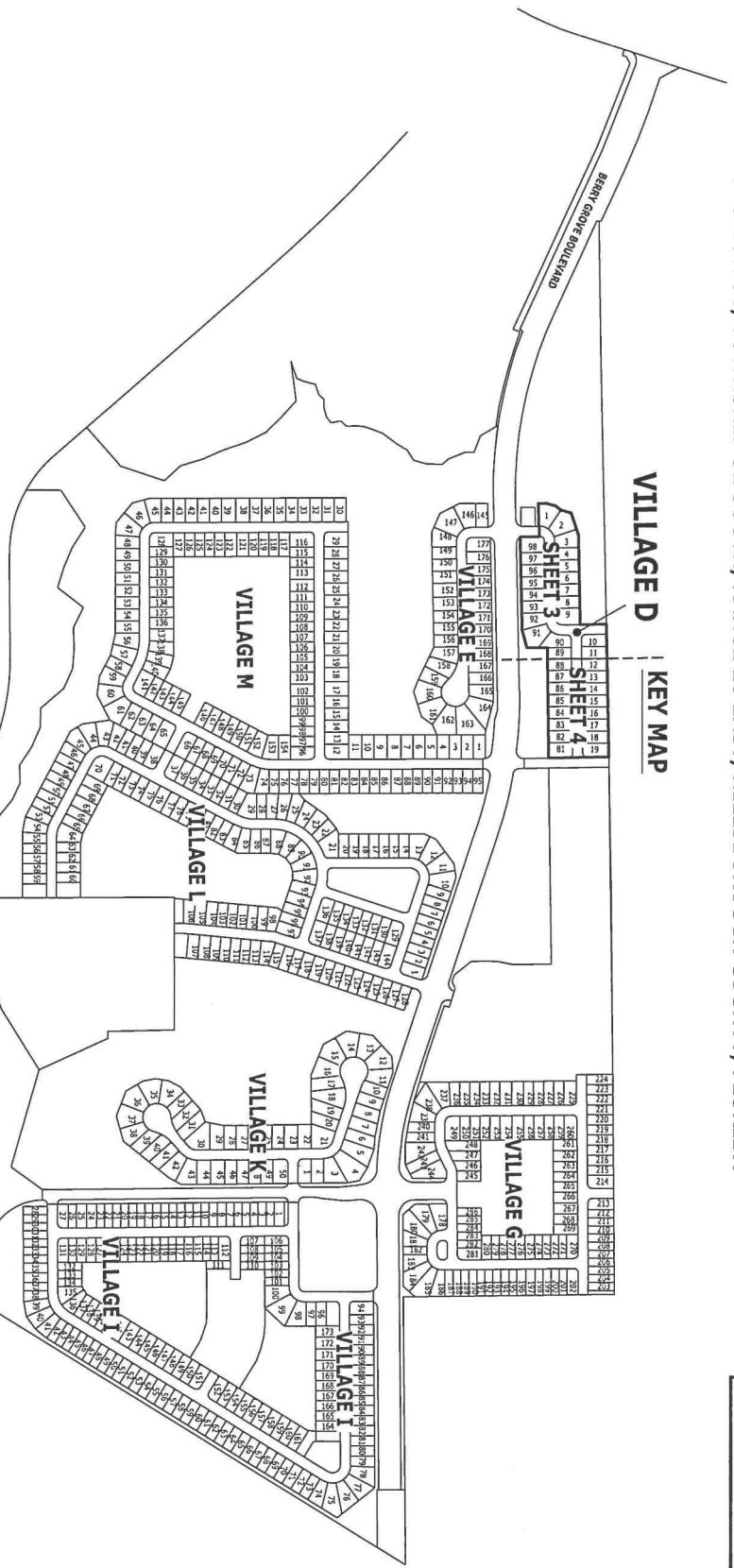




# BERRY BAY SUBDIVISION VILLAGE D

## A REPLAT OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK          PAGE

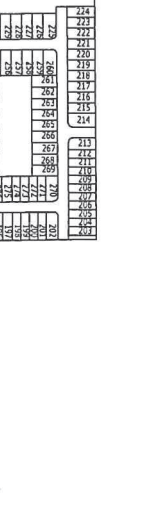
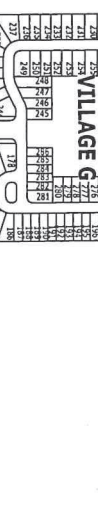


### KEY MAP

- #### PLAT NOTES:
1. SUBDIVISION PLATS 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 DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
  2. DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, ROADS, CANALS, DITCHES, SANITATION, UTILITY SERVICES, POLES, FENCES, SPRINKLER SYSTEMS, TRAILS, SHEDS, RODEOS, AND LANDSCAPING PLANS, OTHER THAN PAVED ROADS, WITHIN THE BOUNDARIES OF THIS PLAT. THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.
  3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011) AND ARE DERIVED BY MULTIPLE REAL-TIME KINEMATIC GPS OBSERVATIONS. BEARINGS SHOWN HEREON ARE A HEADS TO REFERENCE THE SURVEYED PARCEL TO THE DEED OR PLAT TO WHICH THESE BEARINGS RELATE. SECTION 30 AS BEING NORTH 35.33 89 EAST.
  4. STATE PLANE COORDINATES SHOWN HEREON REPRESENT THE STATE PLANE COORDINATE SYSTEM (NAD 83) CONTROL STATION SURVEYING (S201011) OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION REAR, THE NETWORK SOLUTION, AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS CONSISTING OF AT LEAST 60Epochs EACH, AND INCLUDED NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION SURVEYING (S201011).
  5. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO MANNER BE INTERPRETED TO HAVE ANY OTHER MEANING OR ORIGINAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT.
  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, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH PUBLIC SERVICE COMMISSION.
  7. THE WETLAND CONSERVATION AREA SHALL BE REMAINED PLUANT TO THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE (LDC) AS AMENDED; THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 64-446; AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION (EPC). IN ADDITION, A 30-FOOT WETLAND SETBACK FROM THE WETLAND CONSERVATION AREA IS REQUIRED AND SHALL CONFORM TO CHAPTER 1-11 OF THE RULES OF THE EPC. WETLAND DELINEATIONS ARE BINDING FOR 5 YEARS AS LONG AS PHYSICAL CONDITIONS ON THE PROPERTY DO NOT CHANGE SO AS TO ALTER THE BOUNDARIES OF WETLANDS DURING THAT TIME. AFTER 5 YEARS, THE BOUNDARIES OF A WETLAND CONSERVATION AREA, ARE AREA, AS REVISIT AND MODIFICATION BY THE EPC, AND THE 30-FOOT SETBACK SHALL BE APPLIED TO THE BOUNDARIES OF THE WETLAND CONSERVATION AREA, AS REVISIT.
  8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
  9. ALL LOT AND TRACT LINES INTERSECTING A CURVE ARE ADJUAL TO THAT CURVE UNLESS NOTED AS NOT ADJUAL. (N/A)
  10. LANDS PLATTED HEREON ARE SUBJECT TO AND BENEFIT BY (A) ESTABLISHMENT OF BERRY BAY COMMUNITY DEVELOPMENT DISTRICT, INSTRUMENT NUMBER 2020103922, (B) NON-EXCLUSIVE CONSERVATION EASEMENT, INSTRUMENT NUMBER 2020303574, (C) COMMUNITY DECLARATION FOR BERRY BAY VILLAGES, INSTRUMENT NUMBER 2021157689, AS AMENDED IN INSTRUMENT NUMBER 20205091915 AND INSTRUMENT NUMBER 2022137261, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

### PLAT LEGEND

- DISTRICT #4-V CONCRETE PERMANENT REFERENCE MONUMENT (SIZE AND IDENTIFICATION AS SHOWN)
- DISTRICT #4-V CONCRETE PERMANENT REFERENCE MONUMENT (SIZE AND IDENTIFICATION AS SHOWN)
- ⊙ PERMANENT CONTROL POINT (MCP) NO. 2817
- NON-MONUMENT LINE
- MONUMENT, SIZE AND THE AS NOTED
- STATE PLANE COORDINATES
- == 5/27-21-2012 DEED SECTION, TOWNSHIP, RANGE
- OTHER
- ENVIRONMENTAL PROTECTION COMMISSION
- PERMANENT REFERENCE MONUMENT
- WETLAND CONSERVATION AREA
- DRAINAGE AND EGRESS PASSWAY
- PAVED
- SURVEYED BUSINESS
- REFERENCE TO THE LINE
- OFFICIAL RECORD BOOK
- PUBLIC CHARGE EASEMENT
- PUBLIC UTILITY EASEMENT
- TYPICAL
- COMMUNITY DEVELOPMENT DISTRICT
- WETLAND CONSERVATION MONUMENT SETBACK
- NC 518



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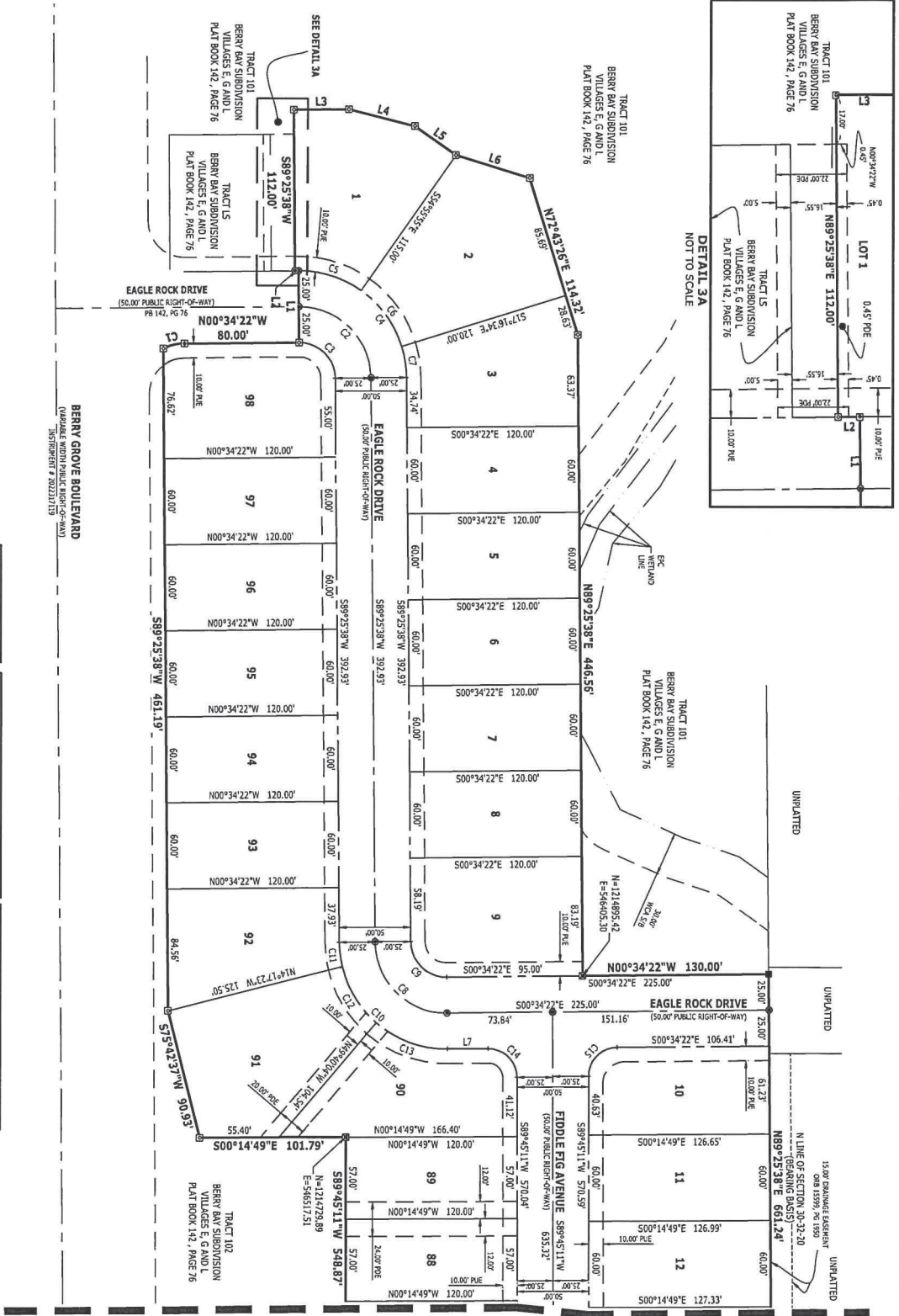
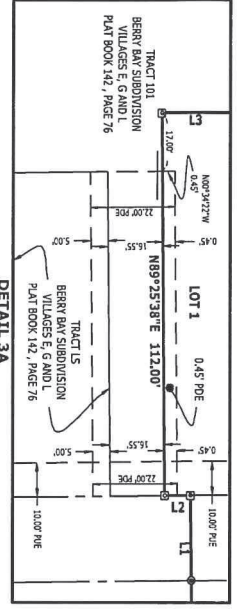
4021 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone: (813) 880-8881  
www.ardura.com  
License #2610

SEE SHEET 2 OF 4 FOR KEY MAP  
SEE SHEET 2 OF 4 FOR LEGEND  
**SHEET 2 OF 4**

# BERRY BAY SUBDIVISION VILLAGE D

A REPLAT OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76,  
SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT  
BOOK  
PAGE



BERRY GROVE BOULEVARD  
(USABLE WIDTH PUBLIC RIGHT-OF-WAY)  
INSTRUMENT # 20223713



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0 50' 100'  
SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°25'38\"/>	

CURVE TABLE					
QV#	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	15.60'	36.00'	29.9737°	S19°15'00\"/>	

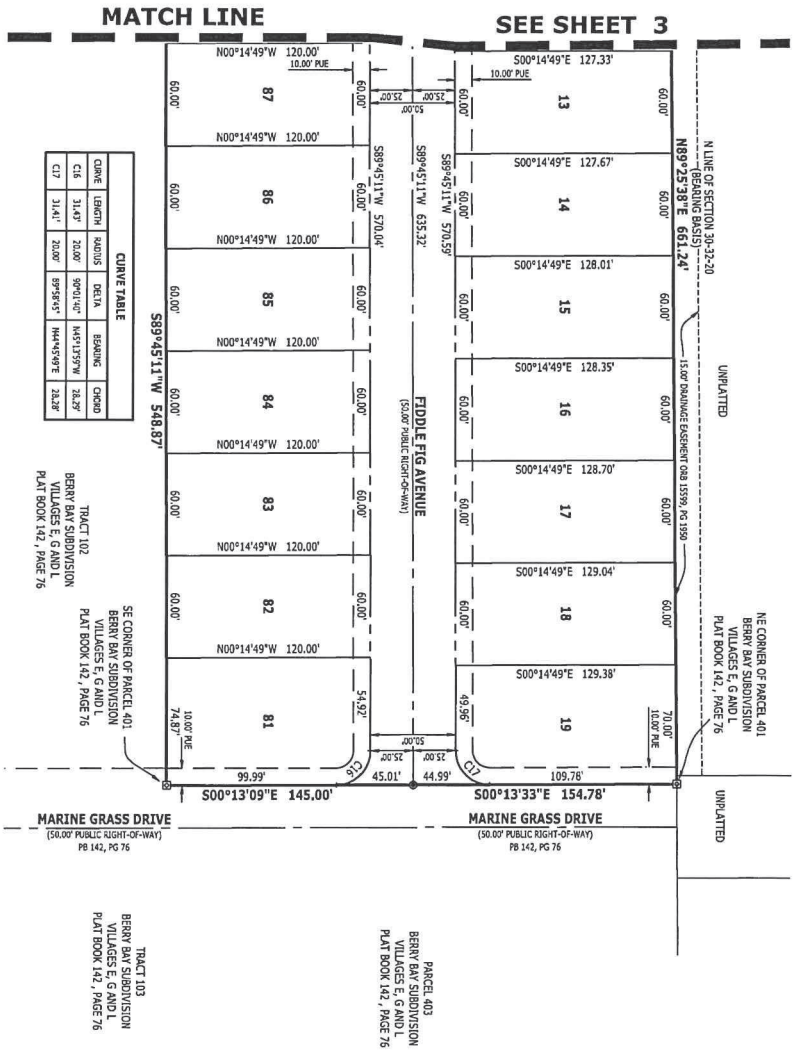
CURVE TABLE					
QV#	LENGTH	RADIUS	DELTA	BEARING	CHORD
C9	30.27'	26.00'	90.0000°	N44°25'38\"/>	

SEE SHEET 2 OF 4 FOR KEY MAP  
SEE SHEET 2 OF 4 FOR LEGEND  
**SHEET 3 OF 4**

# BERRY BAY SUBDIVISION VILLAGE D

A REPLAT OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76,  
SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



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SEE SHEET 2 OF 4 FOR KEY MAP  
SEE SHEET 2 OF 4 FOR LEGEND  
**SHEET 4 OF 4**



# Hillsborough County PUBLIC SCHOOLS

Preparing Students for Life

## FINAL - Certificate of School Concurrency

<b>Project Name</b>	Berry Bay (Phase 2, Village D only)
<b>Jurisdiction</b>	Hillsborough
<b>Jurisdiction Project ID Number</b>	PID#5076
<b>HCPS Project ID Number</b>	SC-822
<b>Parcel / Folio Number(s)</b>	079710.0586 & 079710.1050
<b>Project Location</b>	US 301 & Saffold Road
<b>Dwelling Units &amp; Type</b>	37 Single-Family Detached (Phase 2 Village D Only)
<b>Applicant</b>	EPG 1, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	8	4	5		17

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle and high school Concurrency Service Areas (CSA's) serving this site and the adjacent middle and high school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (SC-822), the terms of which were recorded on October 12, 2022. The Applicant contributed funds on March 3, 2023, in the amount of \$243,407.00 thereby satisfying the Phase 2, Village D requirement to construct middle and high school seats to accommodate the proposed development as more particularly described therein.

*Lori Belangia*

Lori Belangia, M.S.  
 Manager, Planning and Siting  
 Growth Management Department  
 E: [glorimar.belangia@hcps.net](mailto:glorimar.belangia@hcps.net)  
 P: 813.272.4228

March 7, 2023  
 Date Issued



# Intraday Composite Report

Custom

As of 03/03/2023

Company: SCHOOL DISTRICT OF HILLSBOROUGH COUNTY  
User: STEVE BRADY

03/03/2023 01:22 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Wells Ref: 230303080246  
026009593 BANK OF AMERICA, N.A. 222 BROADWAY NEW YORK,US 2023030300350058 OGB=BANK OF AMERICA,  
N.A. 222 BROADWAY NEW YORK,US 10038 ORG=STATE BOARD OF ADMINISTRATION POOL 1801 HERMITAGE BLV  
D TALLAHASSEE 32308 US FL RFB=2333B0631KRL1V83 OPI=003601319500 /FTR/ BNF=2146099906750 HILLSB  
OROUGH COUNTY SCHOOL BOA NONE JACKSONVILLE US  
Completed Timestamp 230303101955 (Time Released)

3/3/2023

195 / INCOMING MONEY TRANSFER

Credit Amount:

243,407.00

Cust Ref: COMPLETE

Bank Ref:

Unique ID: RG230303109090

Wires Ref: 0303GMQFMP01015129

Wells Ref: 230303109090

063108680 THE BANK OF TAMPA TAMPA, FL US 0631086800365192 OGB=BANK OF TAMPA 4400 N ARMENIA AVE  
NUE TAMPA FL 33603 ORG=NORTH PARK ISLE DEVELOPMENT LLC 111 S ARMENIA AVE STE 201 TAMPA  
FL 33609-3337 OBI=SCHOOL CONCURRENCY PROP SHARE BERRY BAY PHASE 2- VILLAGE D OPI=1009  
841111 /FTR/ BNF=2146099906750 SCHOOL BOARD OF HILLSBOROUGH COUNTY ACH CREDIT/INVESTMENTS 901 E  
. KENNEDY BLVD TAMPA FL 33602  
Completed Timestamp 230303115824 (Time Released)

INCOMING MONEY TRANSFER Total

Credit Amount

949,217.22

Credit Total

Credit Amount

12,096,335.35

Account Net Amount

12,096,335.35

Grand Total For Currency: USD

## Balances

Opening Ledger Balance	14,511.70
Opening Available Balance	14,511.70
Current Ledger Balance	12,110,847.05
Current Available Balance	12,110,847.05
One Day Float	.00
Two+ Day Float	.00
Back Value Adjustment to Opening Ledger	.00
Back Value Adjustment to Opening Available	.00
Change in Available Balance Since Opening	12,096,335.35
Today's Credits	12,096,335.35
Today's Debits	.00
Total Number Credits	10
Total Number Debits	0

— END OF REPORT —