

SUBJECT: Berry Bay Village I-2 **PI#5076**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 9, 2023
CONTACT: Lee Ann Kennedy

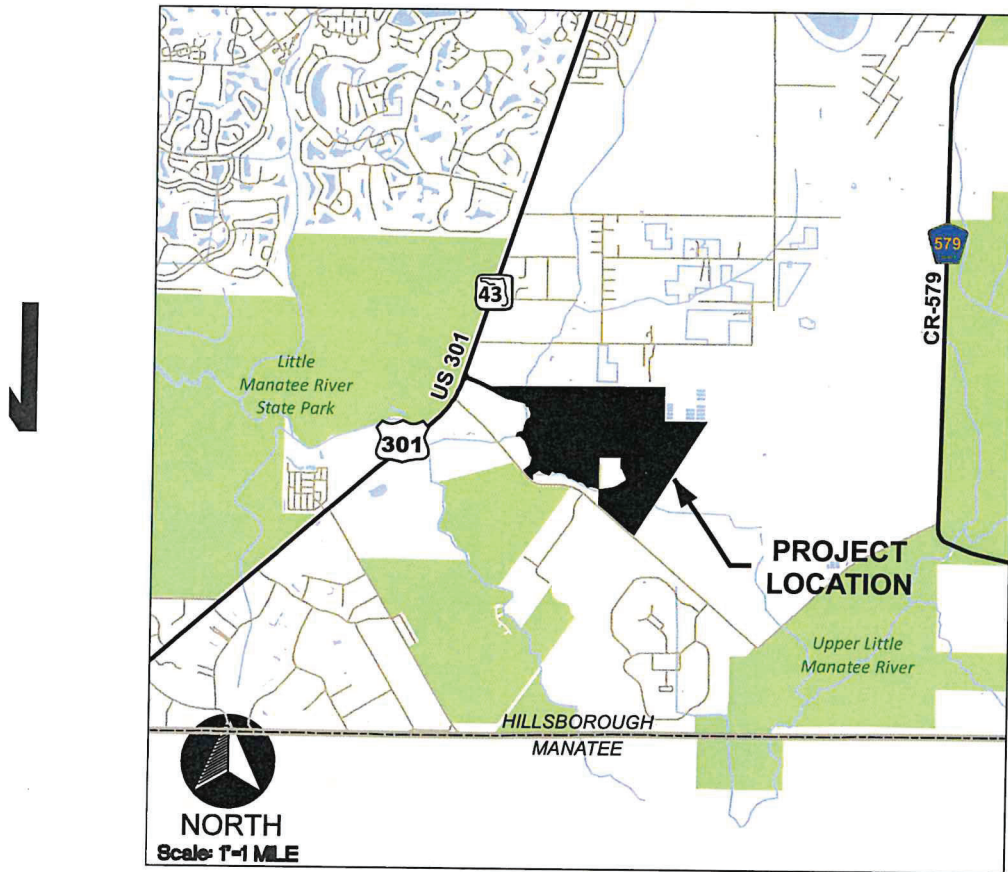
RECOMMENDATION:

Accept the plat for recording for Berry Bay Village I-2, 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, 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 \$42,654.00, a Warranty Bond in the amount of \$18,456.00 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 \$3,350.00 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 \$174,900.00 was made on April 25, 2023.

BACKGROUND:

On October 17, 2022, Permission to Construct Prior to Platting was issued for Berry Bay Village I-2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, 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 - ON SITE

This Agreement made and entered into this _____ day of _____, 20_____, by and between Lennar Homes 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 I2, hereafter 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 checked="" 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 Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 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 024267001 dated, March 13, 2023 with Lennar Homes LLC as Principal, and Liberty Mutual Insurance Company as Surety, or
A Warranty Bond, number 024267003 dated, March 13, 2023 with Lennar Homes LLC as Principal, and Liberty Mutual 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.

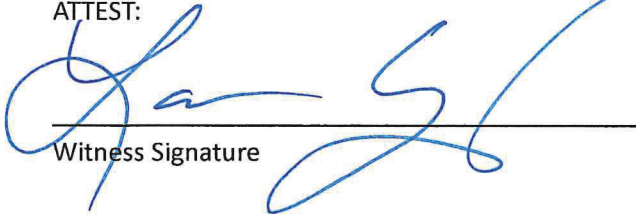
An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

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.

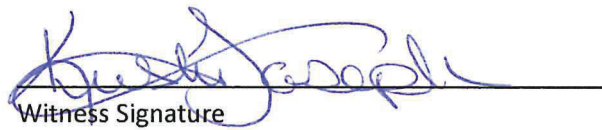
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:


Witness Signature

Laura Coffey

Printed Name of Witness


Witness Signature

Kristen Joseph

Printed Name of Witness

Subdivider:

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

Holly Gallagher

Name (typed, printed or stamped)

Vice President

Title

4301 W Boy Scout Blvd., Suite 600, Tampa, FL 33607

Address of Signer

571-277-2019

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

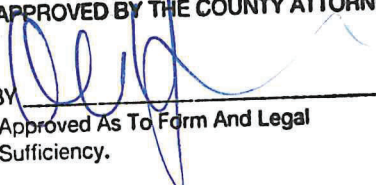
CINDY STUART
Clerk of the Circuit Court

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
16th day of March, 2023, by Holly Gallagher as
(day) (month) (year) (name of person acknowledging)
Vice President for Lennar Homes, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



Carey Gutierrez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG958988
Expires 2/17/2024



(Signature of Notary Public - State of Florida)
Carey Gutierrez

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

GG958988

(Commission Number)

2/17/2024

(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 _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC
4301 W Boy Scout Blvd. Ste. 600 Tampa, FL 33607 called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street Boston, MA 02116 called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Forty Two Thousand Six Hundred Fifty Four and 00/100 Dollars (\$42,654.00) 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 I2 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.

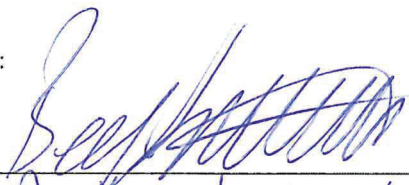
NOW, THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Berry Bay Village I2 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 Six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 22, 2023.

SIGNED, SEALED AND DATED this 13th day of March, 2023.

ATTEST:


Becky Wilson, witness

Lennar Homes, LLC, a Florida limited liability company

By

Principal

Seal

Liberty Mutual Insurance Company

Surety

Seal

ATTEST:


Brian Evans, Witness

By

Sokha Evans, Attorney-In-Fact

Seal

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208696-024017**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Sokha Evans; Martha Gonzales; My Hua; Mechelle Larkin; Kathy R. Mair; Jeffrey Strassner; Brenda Wong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BERRY BAY - VILLAGE I2 PERFORMANCE

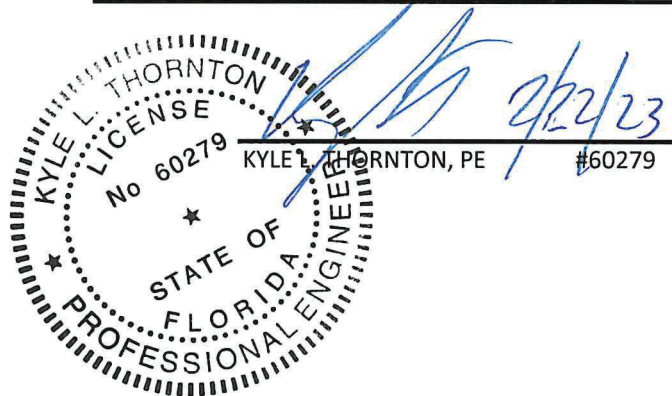
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

FEBRUARY 22, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	1 1/2" Type SP-9.5 Asphalt Surface	1,096.00	SY	\$23.10	\$25,317.60
	ROADWAY TOTAL				\$25,317.60
2.00	<u>POTABLE WATER SYSTEM</u>				
2.01	Chlorination & Pressure Testing	1.00	LS	\$1,730.30	\$1,730.30
	POTABLE WATER SYSTEM TOTAL				\$1,730.30
3.00	<u>SANITARY SEWER SYSTEM</u>				
3.01	Televise Sanitary Sewer (CCTV)	836.00	LF	\$6.55	\$5,475.80
3.02	Testing	1	LS	\$1,598.95	\$1,598.95
	SANITARY SEWER SYSTEM TOTAL				\$7,074.75
Grand Total					\$34,122.65
PERFORMANCE BOND				125%	\$42,654



SUBDIVISION WARRANTY BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, that we Lennar Homes, LLC
4301 W Boy Scout Blvd. Ste. 600 Tampa, FL 33607 called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street Boston, MA 02116 called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Eighteen Thousand Four Hundred Fifty Six and 00/100 (\$ 18,456.00) 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 I2. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Roads, Drainage, Water and Wastewater, Grading, Paving, Curbing of Streets/Roads, storm sewers, sanitary sewers and watermain; 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 I2 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 December 22, 2025.

SIGNED, SEALED AND DATED this 13th day of March, 2023.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company



Principal Signature

(Seal)

Liberty Mutual Insurance Company

Surety Signature

(Seal)

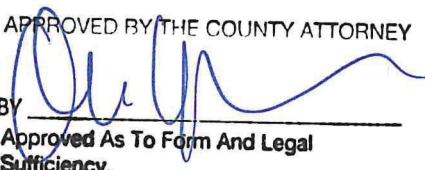
ATTEST:



Sokha Evans, Attorney-in-fact Signature

(Seal)

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal
Sufficiency.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208696-024017**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Sokha Evans; Martha Gonzales; My Hua; Mechelle Larkin; Kathy R. Mair; Jeffrey Strassner; Brenda Wong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2023.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BERRY BAY - VILLAGE I2 WARRANTY

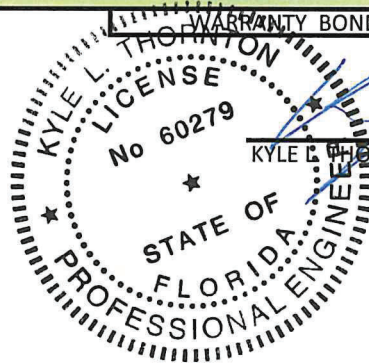
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

FEBRUARY 22, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	ROADWAY				
1.01	1 1/2" Type SP-9.5 Asphalt Surface	1,096.00	SY	\$23.10	\$25,317.60
1.02	6" Crushed Concrete Base	1,096.00	SY	\$19.85	\$21,755.60
1.03	12" Compacted Subgrade (LBR 40)	1,438.00	SY	\$7.10	\$10,209.80
1.04	Miami Curb w/Stabilization	1,026.00	LF	\$15.20	\$15,595.20
	ROADWAY TOTAL				\$72,878.20
2.00	POTABLE WATER SYSTEM				
2.01	6" PVC C900 DR-18 WM	482.00	LF	\$41.80	\$20,147.60
2.02	6" DIP	32.00	LF	\$57.60	\$1,843.20
2.03	6" Gate Valve w/ Box	2.00	Each	\$2,424.95	\$4,849.90
2.04	6" Fittings & Restraints	1.00	LS	\$6,649.95	\$6,649.95
2.05	Fire Hydrant Assembly	1.00	Each	\$7,096.55	\$7,096.55
2.06	Single Service, Short Side	7.00	Each	\$668.90	\$4,682.30
2.07	Single Service, Long Side	9.00	Each	\$989.65	\$8,906.85
	POTABLE WATER SYSTEM TOTAL				\$54,176.35
3.00	SANITARY SEWER SYSTEM				
3.01	8" PVC, SDR 26 (0'-6')	208.00	LF	\$44.00	\$9,152.00
3.02	8" PVC, SDR 26 (6'-8')	117.00	LF	\$46.10	\$5,393.70
3.03	Sanitary Manhole (0'-6')	1.00	Each	\$4,936.10	\$4,936.10
3.04	Sanitary Manhole (6'-8')	1.00	Each	\$5,119.90	\$5,119.90
3.05	Double Service (Hillsborough County)	9.00	Each	\$1,989.80	\$17,908.20
	SANITARY SEWER SYSTEM TOTAL				\$42,509.90
4.00	STORM DRAINAGE SYSTEM				
4.01	Hillsborough Co. Type 1 Curb Inlet Top	2.00	Each	\$7,496.80	\$14,993.60
	STORM DRAINAGE SYSTEM TOTAL				\$14,993.60
Grand Total					\$184,672
WARRANTY BOND				10%	\$18,468



KYLE L. THORNTON, PE

#60279

2/22/23

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 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 I2 (hereafter referred to as the "Subdivision"); and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 024267002 dated, March 13, 2023 with Lennar Homes LLC as Principal, and Liberty Mutual 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.

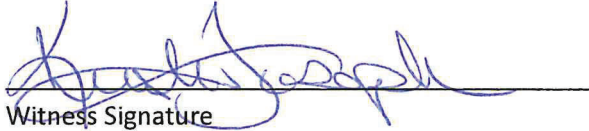
ATTEST:



Witness Signature

Laura Coffey

Printed Name of Witness



Witness Signature

Kristen Joseph

Printed Name of Witness

Subdivider:


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

Holly Gallagher

Name (typed, printed or stamped)

Vice President

Title

4301 W Boy Scout Blvd., Suite 600, Tampa, FL 33607

Address of Signer

571-277-2019

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.

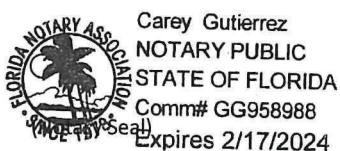
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
16th day of March, 2023, by Holly Gallagher as
(day) (month) (year) (name of person acknowledging)
Vice President for Lennar Homes, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



(Signature of Notary Public - State of Florida)

Carey Gutierrez

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

GG958988

(Commission Number)

2/17/2024

(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 _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC
4301 W Boy Scout Blvd. Ste. 600 Tampa, FL 33607 called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street Boston, MA 02116 called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of _____
Three Thousand Three Hundred Fifty and 00/100 (\$ 3,350.00) 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 I2 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 I2 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 22, 2023.

SIGNED, SEALED AND DATED this 13th day of March, 2023.

ATTEST:


Becky Wilson, witness

Lennar Homes, LLC, a Florida limited liability company

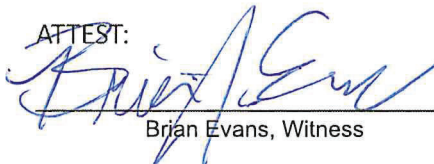
BY:


PRINCIPAL (SEAL)

Liberty Mutual Insurance Company

SURETY (SEAL)

ATTEST:


Brian Evans, Witness


Sokha Evans, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY


Approved As To Form And Legal Sufficiency.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208696-024017

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Sokha Evans; Martha Gonzales; My Hua; Mechelle Larkin; Kathy R. Mair; Jeffrey Strassner; Brenda Wong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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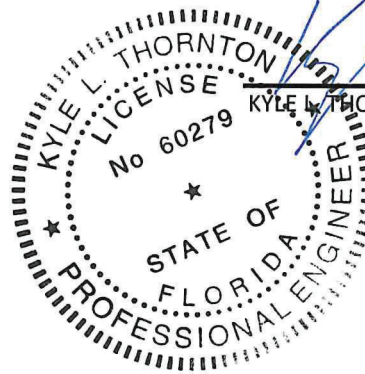


By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

BERRY BAY - VILLAGE I2
Hillsborough County, FL
LOT CORNERS

FEBRUARY 22, 2023

1.00	<u>LOT CORNER MONUMENTATION</u>				
1.01	Monuments Installed	20.00	Per Lot	\$82.00	\$1,640.00
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				\$2,680.00
Grand Total					\$2,680.00
PERFORMANCE BOND				125%	\$3,350



KYLE L. THORNTON, PE

#60279

2/22/23

BERRY BAY SUBDIVISION VILLAGE I-2
A REPLAT OF PARCEL A-1, BERRY BAY SUBDIVISION VILLAGE I, ACCORDING TO PLAT BOOK 142, PAGE 146,
BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT
BOOK PAGE

DESCRIPTION:
PARCEL A-1, BERRY BAY SUBDIVISION VILLAGE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 146, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
CONTAINING 3.553 ACRES, MORE OR LESS

DEDICATION:
THE OWNERS OF THE LANDS PLATTED HEREIN DO HEREBY DEDICATE THIS PLAT OF BERRY BAY SUBDIVISION VILLAGE I-2 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 ("CDOT") 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 INGRESS AND EGRESS AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING DRAINAGE LINES, 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.

FEE INTEREST IN TRACTS 102 AND 103 IS HEREBY RESERVED BY THE CDOT FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

SAID TRACTS 102 AND 103, AND PRIVATE DRAINAGE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAY AND TRACTS DEDICATED TO PUBLIC USE AS SHOWN HEREON.

THE MAINTENANCE OF ALL TRACTS, AREAS AND PRIVATE DRAINAGE EASEMENTS RESERVED BY OWNERS WILL BE THE RESPONSIBILITY OF OWNERS, THE CDOT, AND THEIR RESPECTIVE ASSIGNS AND SUCCESSORS IN TITLE.

PRIVATE DRAINAGE EASEMENTS ARE HEREBY RESERVED BY THE OWNERS FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION OR OTHER CUSTODIAL AND MAINTENANCE ENTITY TO MAINTAIN THE EASEMENTS AND EGRESS AND EGRESS AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING DRAINAGE LINES, SWALES, RETENTION AND DETENTION, AND OTHER DRAINAGE FACILITIES. ALL SUCH EASEMENTS SHALL BE SUBJECT TO ANY AND ALL PUBLIC EASEMENTS SHOWN HEREON.

OWNER:
LEAKA HOMES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

LAURA COFFEY, AUTHORIZED AGENT _____ WITNESS _____ WITNESS _____
(PRINT NAME) (PRINT NAME)

ACKNOWLEDGMENT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY LAURA COFFEY AS AUTHORIZED AGENT, ON BEHALF OF THE COMPANY, WHO PERSONALLY APPEARED BEFORE ME BY ☐ PHYSICAL PRESENCE, OR ☐ ONLINE NOTARIAL PUBLIC, AS PERSONALLY KNOWN TO ME, OR ☐ WHO WAS 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, 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 _____ CLERK FILE NUMBER _____
DEPUTY CLERK

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 COMPROMITY, THE GEOMETRIC 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 THAT THE SAME IS IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.091 FOR CHAPTER COMPROMITY, THE GEOMETRIC DATA HAS NOT BEEN VERIFIED, AND THAT THE REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, THAT PERMANENT REFERENCE MONUMENTS (PRM(C)) WERE SET ON THE 4TH DAY OF JANUARY, 2023, 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 BONDING.

GREG BAKSIS
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA, LS 6956
4921 MEMORIAL HIGHWAY
SUITE 300
TAMPA, FLORIDA 33634
SEE SHEET 2 OF 3 FOR KEY MAP
SEE SHEET 2 OF 3 FOR LEGEND
SHEET 1 OF 3



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.ardura.com
License #7610
COLLABORATE. INNOVATE. CREATE.

A REPLAT OF PARCEL A-1, BERRY BAY SUBDIVISION VILLAGE I, ACCORDING TO PLAT BOOK 142, PAGE 146, BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT	PAGE
BOOK	

1. SUBDIVISION PLATS, BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL, OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THE SUBDIVISION MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
2. DRAINAGE EASEMENTS SHALL NOT CONTAIN PLANNING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PAVING, STOPS, POLES, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES, AND LANDSCAPING. THE PLAT SHALL NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD.
4. STATE PLANE COORDINATES SHOWN HEREON (FLORIDA WEST ZONE) WERE ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION NEAR THE NETWORK SOLUTION, AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS.
5. OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION NEAR THE NETWORK SOLUTION, AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS.
6. THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD.
7. NOTICES: THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD.
8. CIRCUMSTANCES ARE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE FLORIDA SURVEYING BOARD.
9. THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD.
10. THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD.
11. THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF THE FLORIDA SURVEYING BOARD. THE BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011), AND ARE DERIVED BY THE FLORIDA SURVEYING BOARD.
12. THIS SUBDIVISION CONTAINS RIGHTS-OF-WAY, EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.
13. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
14. ALL LOTS AND TRACT LINES INTERSECTING A CURVE ARE RADIAL TO THAT CURVE UNLESS NOTED AS NOT RADIAL. (NR).

COLLABORATE. INNOVATE. CREATE.

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0 400' 800'

SCALE: 1"=400'

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

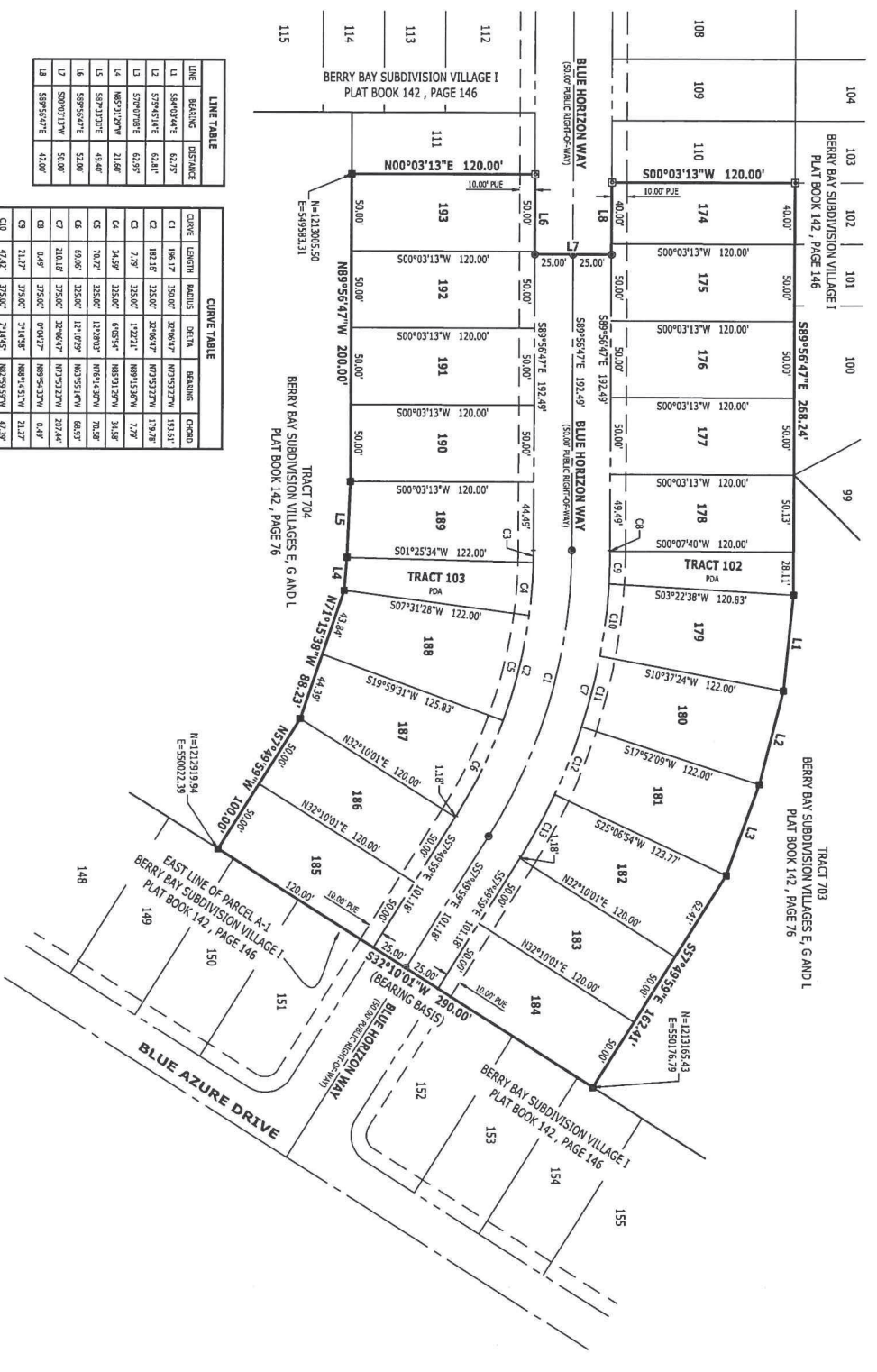
SHEET 2 of 3

SHEET 2 of 3

BERRY BAY SUBDIVISION VILLAGE I-2

A REPLAT OF PARCEL A-1, BERRY BAY SUBDIVISION VILLAGE I, ACCORDING TO PLAT BOOK 142, PAGE 146,
BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



LINE	BEARING	DISTANCE
L1	S84°03'47\"	62.37'
L2	S79°45'17\"	62.81'
L3	S70°07'08\"	62.59'
L4	N89°11'29\"	21.60'
L5	S87°12'07\"	48.46'
L6	S89°54'47\"	52.00'
L7	S00°03'13\"	50.00'
L8	S89°54'47\"	47.00'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	196.17'	350.00'	37°06'47\"	N73°53'23\"	193.61'
C2	183.18'	355.00'	37°06'47\"	N73°53'23\"	179.78'
C3	7.79'	355.00'	1°32'21\"	N89°15'30\"	7.79'
C4	34.99'	355.00'	6°05'54\"	N89°11'29\"	34.98'
C5	70.27'	355.00'	12°38'03\"	N87°14'30\"	70.28'
C6	68.06'	355.00'	12°10'29\"	N85°55'14\"	68.03'
C7	210.18'	375.00'	37°06'47\"	N73°53'23\"	202.46'
C8	0.48'	375.00'	0°00'27\"	N89°54'37\"	0.48'
C9	21.27'	375.00'	3°14'53\"	N88°14'53\"	21.27'
C10	47.42'	375.00'	7°14'45\"	N85°59'37\"	47.39'
C11	47.42'	375.00'	7°14'45\"	N87°14'51\"	47.39'
C12	47.42'	375.00'	7°14'45\"	N88°30'37\"	47.39'
C13	46.15'	375.00'	7°03'07\"	N86°12'13\"	46.13'



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SCALE: 1" = 50'