

SUBJECT: Berry Bay Subdivision Village K
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 14, 2021
CONTACT: Lee Ann Kennedy

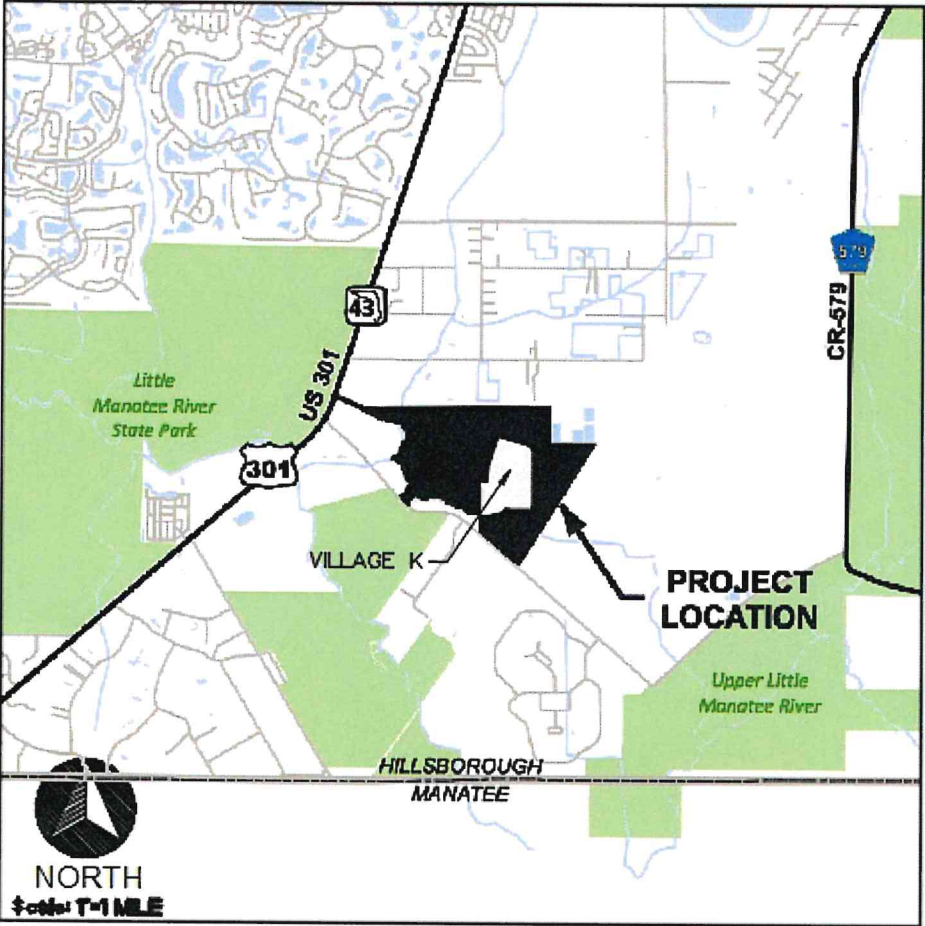
RECOMMENDATION:

Accept the plat for recording for Berry Bay Subdivision Village K, 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 \$101,557.00, a Warranty Bond in the amount of \$52,946.00, 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 \$6,425.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 23, 2020, Permission to Construct Prior to Platting was issued for Berry Bay Subdivision Village K. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is MI Homes of Tampa, LLC. and the engineer is Halff.

Location Map



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

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **BERRY BAY VILLAGE K**; and

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

WHEREAS, the improvements required by the LDC in the subdivision known as **BERRY BAY VILLAGE K** 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:

<u> X </u> Roads/Streets	<u> X </u> Water Mains/Services	<u> X </u> Stormwater Drainage Systems
<u> X </u> Sanitary Gravity Sewer System	<u> </u> Sanitary Sewer Distribution System	<u> </u> Bridges
<u> </u> Reclaimed Water Mains/Services	<u> X </u> Sidewalks	<u> </u> Other:

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known **BERRY BAY VILLAGE K** Subdivision, within **FOUR (4)** months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water and wastewater systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and

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

3. The Subdivider agrees to warranty all improvement facilities located **BERRY BAY VILLAGE K** subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond, dated October 6th, 2021, with MI Homes of Tampa, LLC as Principal, and Argonaut Insurance Company as Surety, and

A Warranty Bond, dated October 6th, 2021, with MI Homes of Tampa, LLC as Principal, and Argonaut Insurance Company as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as **BERRY BAY VILLAGE K** at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the **FOUR (4)** month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this ____ day of _____, 20__.

ATTEST:

Keith Malcuit
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

KEITH MALCUIT
Printed Name of Witness

Stephen Bennett
Witness' Signature

STEPHEN BENNETT
Printed Name of Witness

SUBDIVIDER:

By: *R Scott Griffith*
Authorized Corporate Officer or Individual

R Scott Griffith
Name (typed, printed or stamped)

Vice President
Title

4343 Anchor Plaza Pkwy, Suite 200, Tampa, Fl. 33634
Address of Signer

813-290-7900
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CINDY STUART, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY *[Signature]*

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11 day of October, 2021, by R. Scott Griffith and

vice respectively President and _____ of MI Homes of Tampa, LLC, Inc. a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

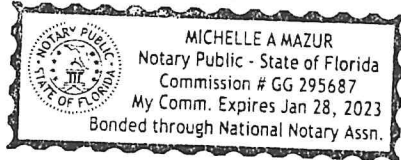
Sign: Michelle Mazur (Seal)

Print: MICHELLE A MAZUR

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 1/28/2023



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we M/I Homes of Tampa, LLC called the Principal, and Argonaut 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 ONE THOUSAND FIVE HUNDRED AND FIFTY SEVEN DOLLARS AND 00/100 (\$101,557.00)** Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which

Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known **BERRY BAY VILLAGE K** 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 plat 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 MAY 14, 2022.

SIGNED, SEALED AND DATED this 6th day of October, 2021.

ATTEST:

Kelly Bell

BY: M/I Homes of Tampa, LLC

[Signature]
PRINCIPAL (SEAL)

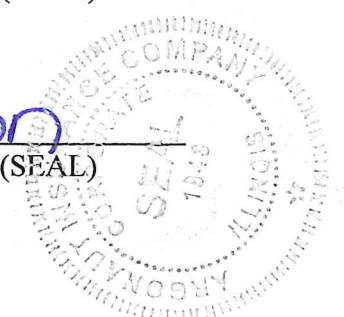
Argonaut Insurance Company

SURETY (SEAL)

ATTEST:

Debiel Williams

Denise Nelson
ATTORNEY-IN-FACT (SEAL)
Denise Nelson



APPROVED BY THE COUNTY ATTORNEY

[Signature]
Approved As To Form And Legal Sufficiency.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,621,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



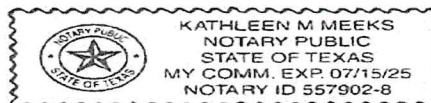
by: 

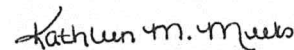
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

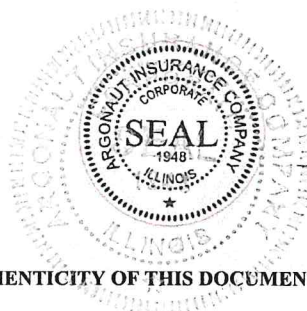




(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of October, 2021.





James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

BERRY BAY VILLAGE K PERFORMANCE

Hillsborough County, FL

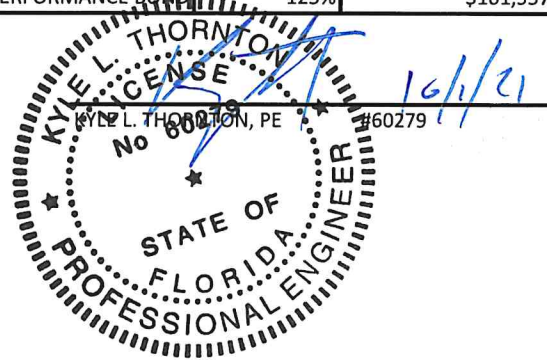
Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

SEPTEMBER 23 , 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	PAVING				
1.01	1-1/2" ASPHALT, TYPE SP-12.5	4,780	SY	\$10	\$49,712
1.02	SIGNAGE AND PAVEMENT MARKING	1	LS	\$1,260	\$1,260
1.03	6" UNDERDRAIN W/SOCK	2,028	LF	\$12	\$25,147
1.04	6" UNDERDRAIN CLEANOUT	11	EACH	\$466	\$5,127
	PAVING TOTAL				\$81,245

Grand Total					\$81,245.45
	PERFORMANCE BOND		125%		\$101,557



WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we M/I Homes of Tampa, LLC called the Principal and Argonaut Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **FIFTY TWO THOUSAND NINE HUNDRED AND FORTY SIX DOLLARS and 00/100 (\$52,946.00)** 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 Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this 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 improvement facilities (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as **BERRY BAY VILLAGE K**; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known **BERRY BAY VILLAGE K**, 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 MAY 14, 2024.

SIGNED, SEALED AND DATED this 6th day of October, 2021.

ATTEST:

Kelly Bell

BY: M/I Homes of Tampa, LLC

[Signature]

PRINCIPAL (SEAL)

Argonaut Insurance Company

SURETY (SEAL)

ATTEST:

Debbie Williams

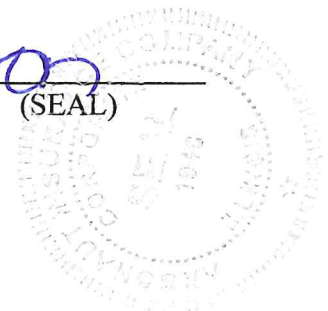
Denise Nelson

ATTORNEY-IN-FACT (SEAL)

Denise Nelson

APPROVED BY THE COUNTY ATTORNEY

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



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,621,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



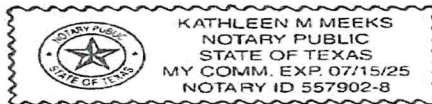
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

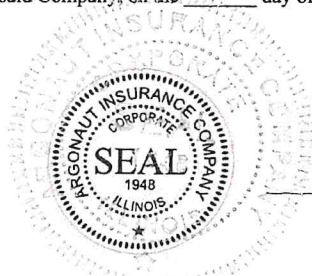
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of October, 2021.



James Bluzard, Vice President-Surety

BERRY BAY VILLAGE K WARRANTY

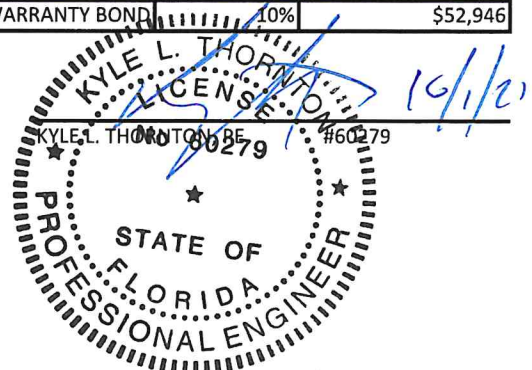
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

JANUARY 5, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	PAVING				
1.01	1-1/2" ASPHALT, TYPE SP-12.5	4,780	SY	\$10	\$49,712
1.02	6" CRUSHED CONCRETE ROAD BASE	4,780	SY	\$14	\$69,071
1.03	8" STABILIZED SUBGRADE	6,132	SY	\$6	\$35,872
1.04	2' VALLEY GUTTER (MIAMI)	3,464	LF	\$10	\$36,199
1.05	TYPE "F" CURB AND GUTTER	592	LF	\$18	\$10,449
1.06	SIGNAGE AND PAVEMENT MARKING	1	LS	\$1,260	\$1,260
1.07	6" UNDERDRAIN W/SOCK	2,028	LF	\$12	\$25,147
1.08	6" UNDERDRAIN CLEANOUT	11	EACH	\$466	\$5,127
	PAVING TOTAL				\$232,836
2.00	STORM DRAINAGE				
2.01	15" HDPE HP	32	LF	\$26	\$826
2.02	18" HDPE HP	194	LF	\$32	\$6,111
2.03	24" HDPE HP	584	LF	\$46	\$26,660
2.04	30" HDPE HP	175	LF	\$66	\$11,489
2.05	TYPE "1" CURB INLET	5	EACH	\$4,537	\$22,686
2.06	TYPE "2" CURB INLET	1	EACH	\$4,677	\$4,677
2.07	TYPE "3" CURB INLET	1	EACH	\$5,689	\$5,689
2.08	TYPE "E" CURB INLET	1	EACH	\$4,034	\$4,034
2.09	TYPE "H" CONTROL STRUCTURE	1	EACH	\$11,912	\$11,912
2.10	TYPE "E" CONTROL STRUCTURE	1	EACH	\$7,579	\$7,579
2.11	24" RCP PRECAST FES	4	EACH	\$969	\$3,876
	STORM DRAINAGE TOTAL				\$105,536
3.00	SANITARY SEWER				
3.01	8" PVC (0'-6' CUT) SDR 26	437	LF	\$20	\$8,718
3.02	8" PVC (6'-8' CUT) SDR 26	114	LF	\$22	\$2,480
3.03	8" PVC (8'-10' CUT) SDR26	248	LF	\$23	\$5,791
3.04	8" PVC (10'-12' CUT) SDR26	341	LF	\$25	\$8,661
3.05	8" PVC (12'-14' CUT) SDR26	266	LF	\$28	\$7,515
3.06	4' DIA. SANITARY MANHOLE (0'-6' CUT)	2	EACH	\$2,942	\$5,885
3.07	4' DIA. SANITARY MANHOLE (6'-8' CUT)	1	EACH	\$3,223	\$3,223
3.08	4' DIA. SANITARY MANHOLE (10'-12' CUT)	3	EACH	\$3,904	\$11,713
3.09	4' DIA. OUTSIDE DROP MANHOLE (8'-10')	1	EACH	\$4,217	\$4,217
3.10	SINGLE SERVICE (8" X 6")	8	EACH	\$642	\$5,133
3.11	DOUBLE SERVICE (8" X 6")	21	EACH	\$901	\$18,915
	SANITARY SEWER TOTAL				\$82,248
4.00	WATER DISTRIBUTION				
4.01	4" PVC DR 18	1,036	LF	\$10	\$10,308
4.02	6" PVC DR 18	1,243	LF	\$15	\$18,769
4.03	6" GATE VALVE AND BOX	7	EACH	\$1,034	\$7,235
4.04	6" X 6" TEE	1	EACH	\$512	\$512
4.05	6" X 4" REDUCER	2	EACH	\$284	\$569
4.06	4" WATER FITTINGS	1	LS	\$14,623	\$14,623
4.07	6" WATER FITTINGS	1	LS	\$11,785	\$11,785
4.08	FIRE HYDRANT ASSEMBLY	4	EACH	\$4,284	\$17,137
4.09	SINGLE SERVICE - SHORT	35	EACH	\$432	\$15,120
4.10	SINGLE SERVICE - LONG	15	EACH	\$540	\$8,099
4.11	PERMANENT BLOW-OFF	2	EACH	\$2,337	\$4,674
	WATER DISTRIBUTION TOTAL				\$108,830
Grand Total					\$529,450.05
WARRANTY BOND					10% \$52,946



SUBDIVIDER'S AGREEMENT FOR PERFORMANCE
PLACEMENT OF LOT CORNERS

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **BERRY BAY VILLAGE K**; and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as **BERRY BAY VILLAGE K** subdivision within **FOUR (4)** months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:

- a. Letter of Credit, number _____,
dated _____,
with _____,
_____ by order of
_____, or
- b. A Performance Bond, dated October 6th, 2021,
with MI Homes of Tampa, LLC as Principal,
and Argonaut Insurance Company as Surety,
or
- c. Escrow Agreement, dated _____
_____, between
and the County, or
- d. Cashier/Certified Check, number _____
_____, dated _____, which shall be deposited by
the County into an escrow account upon receipt. No interest shall be paid to the
Subdivider on funds received by the County pursuant to this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this ___ day of _____, 20__.

ATTEST:


Witness Signature

KEITH MALCUIT
Printed Name of Witness


Witness Signature


STEPHEN BENNETT
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST: CINDY STUART
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

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

R Scott Griffith
Printed Name of Signer


Vice President
Title of Signer

4343 Anchor Plaza Pkwy, Suite 200, Tampa, Fl.
33634
Address of Signer

813-290-7900
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11 day of October, 2021, by R. Scott Griffith and

vice respectively President and _____ of MI Homes of Tampa, LLC, Inc. a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

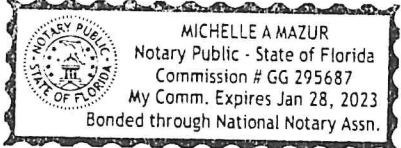
Sign: Michelle Mazur (Seal)

Print: MICHELLE A MAZUR

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 1/28/2023



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we M/I Homes of Tampa, LLC called the Principal, and Argonaut Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **SIX THOUSAND FOUR HUNDRED AND TWENTY FIVE DOLLARS AND 00/100 (\$6,425.00)** Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **BERRY BAY VILLAGE K** 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 plat 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 MAY 14, 2022.

SIGNED, SEALED AND DATED this 6th day of October, 2021.

ATTEST:

Kelley Bell

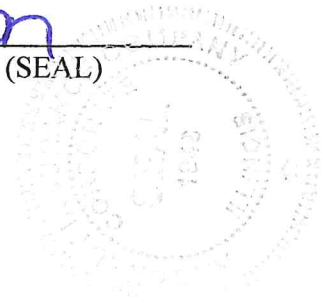
BY: M/I Homes of Tampa, LLC

[Signature]
PRINCIPAL (SEAL)

Argonaut Insurance Company
SURETY (SEAL)

ATTEST:

Debbie Williams Denise Nelson
ATTORNEY-IN-FACT (SEAL)
Denise Nelson



APPROVED BY THE COUNTY ATTORNEY

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

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,621,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



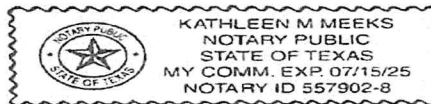
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

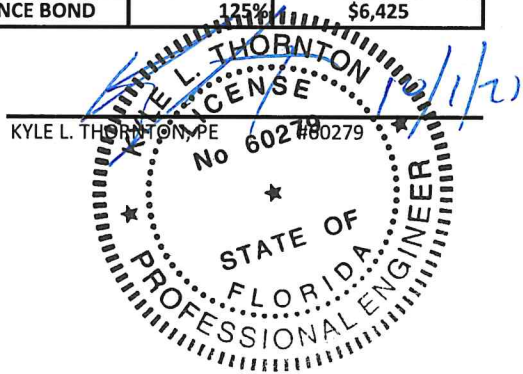
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of October, 2021.



James Bluzard, Vice President-Surety

**BERRY BAY VILLAGES K
PERFORMANCE
Hillsborough County, FL
LOT CORNERS
AUGUST 16, 2021**

1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	50.00	Per Lot	\$82.00	\$4,100.00
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				\$5,140.00
GRAND TOTAL					\$5,140
				PERFORMANCE BOND	125% \$6,425



BERRY BAY SUBDIVISION VILLAGE K BEING A PORTION OF SECTION 29, TOWNSHIP 32 SOUTH, HILLSBOROUGH COUNTY, FLORIDA

PLAT
BOOK PAGE

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE S00°00'00" WEST ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 4,212.73 FEET; THENCE SOUTH 89°40'00" EAST, A DISTANCE OF 683.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°04'57" EAST, A DISTANCE OF 12,238 FEET; THENCE NORTH 47°55'34" EAST, A DISTANCE OF 140.43 FEET; THENCE NORTH 85°20'29" EAST, A DISTANCE OF 78.67 FEET; THENCE SOUTH 71°04'57" EAST, A DISTANCE OF 202.85 FEET; THENCE SOUTH 79°21'54" EAST, A DISTANCE OF 131.06 FEET; THENCE SOUTH 85°25'10" EAST, A DISTANCE OF 61.33 FEET; THENCE SOUTH 69°55'56" EAST, A DISTANCE OF 84.00 FEET; THENCE SOUTH 57°43'32" EAST, A DISTANCE OF 793.88 FEET; THENCE SOUTH 09°47'48" EAST, A DISTANCE OF 558.60 FEET; THENCE SOUTH 00°00'31" WEST, A DISTANCE OF 84.00 FEET; THENCE SOUTH 77°17'21" WEST, A DISTANCE OF 12.238 FEET; THENCE SOUTH 85°20'29" EAST, A DISTANCE OF 12.238 FEET; THENCE NORTH 22°22'09" WEST, A DISTANCE OF 93.34 FEET; THENCE NORTH 10°15'44" WEST, A DISTANCE OF 123.88 FEET; THENCE NORTH 08°56'41" EAST, A DISTANCE OF 64.30 FEET; THENCE NORTH 28°09'06" EAST, A DISTANCE OF 66.81 FEET; THENCE NORTH 48°49'45" EAST, A DISTANCE OF 131.27 FEET; THENCE NORTH 70°31'52" EAST, A DISTANCE OF 64.30 FEET; THENCE NORTH 11°46'09" WEST, A DISTANCE OF 95.44 FEET; THENCE NORTH 00°00'31" EAST, A DISTANCE OF 131.27 FEET; THENCE NORTH 11°46'09" WEST, A DISTANCE OF 64.30 FEET; THENCE NORTH 88°58'47" EAST, A DISTANCE OF 284.10 FEET; THENCE NORTH 67°18'53" WEST, A DISTANCE OF 164.47 FEET; THENCE NORTH 28°59'40" WEST, A DISTANCE OF 132.59 FEET TO THE POINT OF BEGINNING.
CONTAINING 12.939 ACRES.

DEDICATION: THE OWNERS OF THE LANDS PLATTED HEREIN DO HEREBY DEDICATE THIS PLAT OF BERRY BAY SUBDIVISION VILLAGE K FOR RECORD. FURTHER, THE OWNERS DO HEREBY STIPULATE, AGREE AND MAKE THE FOLLOWING RESOLUTIONS AND RESERVATIONS, SUCH AS THEIR INTERESTS MAY BE:
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."
OWNERS HEREBY DEDICATE TO THE PUBLIC USE ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

OWNER:
M/I HOMES OF TAMPA, LLC
A FLORIDA LIMITED LIABILITY COMPANY

SIGN _____	WITNESS _____	WITNESS _____
MARSHALL GALEY, VICE PRESIDENT (PRINT NAME & TITLE)	(PRINT NAME)	(PRINT NAME)

ACKNOWLEDGMENT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY _____ AND PERSONALLY KNOWN TO ME, OR D BY _____ AND PERSONALLY KNOWN TO ME, OR D BY _____ AND PERSONALLY KNOWN TO ME, OR D BY _____ AS IDENTIFICATION.

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

OWNER:
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
A UNIT OF SPECIAL PURPOSE LOCAL GOVERNMENT

WITNESS _____	WITNESS _____
MICHAEL J. DISTER - VICE CHAIRMAN (PRINT NAME)	(PRINT NAME)

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY _____ AND PERSONALLY KNOWN TO ME, OR D BY _____ AND PERSONALLY KNOWN TO ME, OR D BY _____ 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.
THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ THIS _____ DAY OF _____, 2021, TIME: _____
CLERK OF CIRCUIT COURT

BY _____ THIS _____ DAY OF _____, 2021, TIME: _____
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 177.081 FOR CHAPTER CONFORMITY. THE RESERVING DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY SECTION, GEOSPATIAL & 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 SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLES ALL REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT THE BOUNDARY POINTS OF THIS PLAT ARE CORRECTLY LOCATED AND IDENTIFIED; THAT THE BOUNDARY POINTS OF THIS PLAT ARE CORRECTLY LOCATED AND IDENTIFIED; AND THAT PERMANENT CONTROL POINTS (PCPD) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTES OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

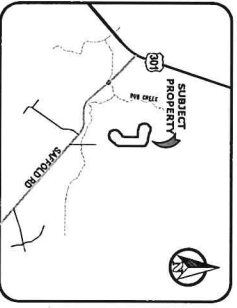
DEBBE BARKIS
SURVEYOR & MAPPER
STATE OF FLORIDA, LS 6958
CERTIFICATE OF AUTHORIZATION LB 2610
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634

SEE SHEET 2 OF 4 FOR KEY MAP
SEE SHEET 2 OF 4 FOR LEGEND
SHEET 1 OF 4



ARDURRA
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One Memorial Center, Suite 300
Tampa, Florida 33634
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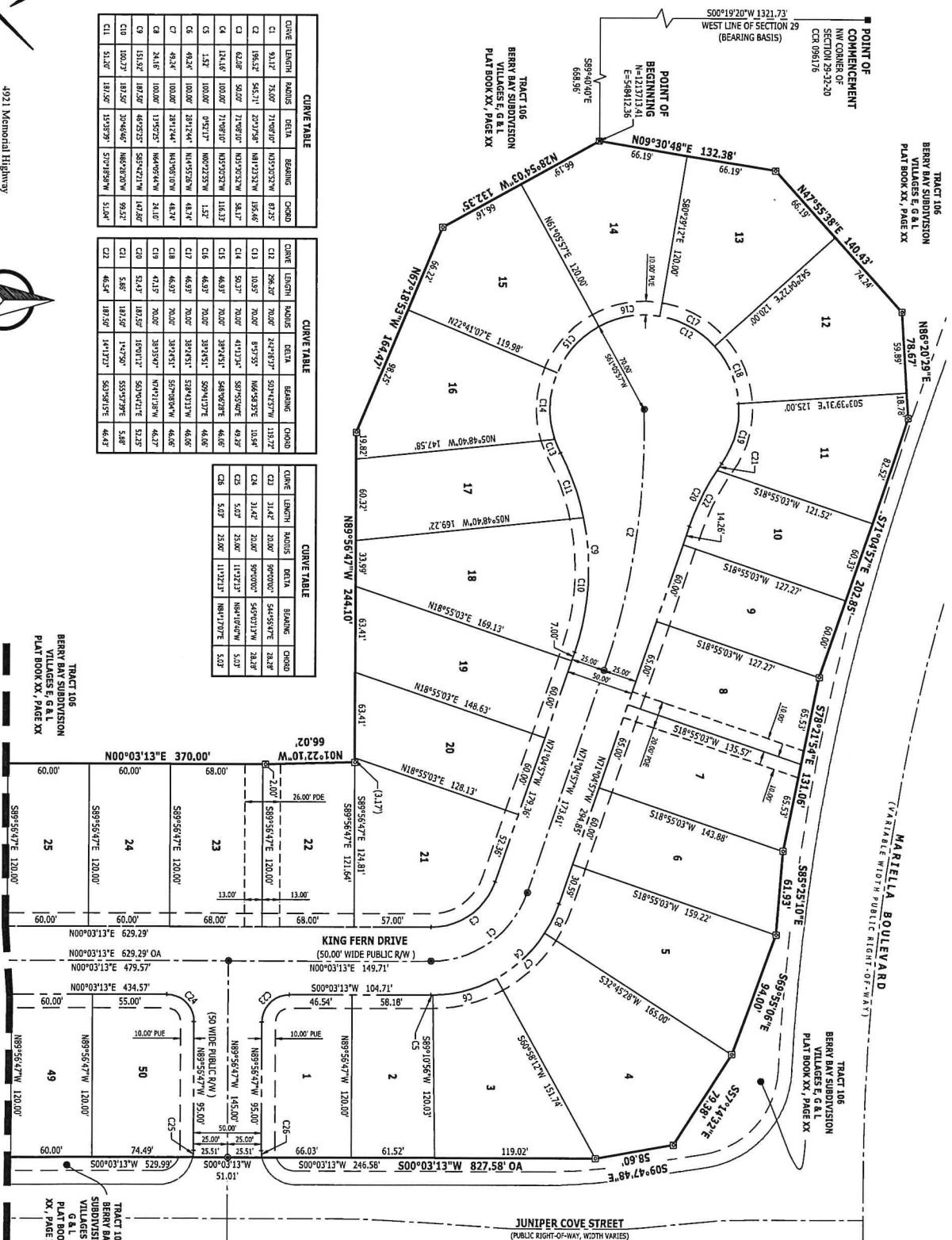


LOCATION MAP
NOT TO SCALE

BERRY BAY SUBDIVISION VILLAGE K

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

PLAT BOOK PAGE



CHORD	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	91.17'	78.00'	71.980°	N09°29'32\"W	87.35'
C2	108.52'	54.51'	207°28'	N01°23'23\"W	105.46'
C3	62.08'	50.00'	71.980°	N03°30'32\"W	58.17'
C4	124.16'	100.00'	71.980°	N03°30'32\"W	116.33'
C5	1.52'	100.00'	0°32'17\"	N00°23'53\"W	1.52'
C6	49.24'	100.00'	28°12'44\"	N14°57'25\"W	48.37'
C7	49.24'	100.00'	28°12'44\"	N14°57'25\"W	48.37'
C8	24.18'	100.00'	13°56'25\"	N06°49'44\"W	24.10'
C9	151.92'	181.20'	48°57'52\"	S85°42'21\"W	147.80'
C10	100.27'	181.20'	30°46'46\"	N80°42'00\"W	99.52'
C11	51.02'	181.20'	15°39'29\"	S70°18'50\"W	51.04'

CHORD	LENGTH	RADIUS	DELTA	BEARING	CHORD
C12	286.87'	70.00'	242°03'7\"	S04°15'37\"W	193.27'
C13	103.97'	70.00'	81°29'58\"	N06°48'35\"E	103.84'
C14	50.37'	70.00'	41°13'24\"	S07°55'40\"E	49.37'
C15	46.83'	70.00'	39°43'51\"	S08°08'28\"E	46.86'
C16	46.83'	70.00'	39°43'51\"	S08°08'28\"E	46.86'
C17	46.83'	70.00'	39°43'51\"	S08°08'28\"E	46.86'
C18	46.83'	70.00'	39°43'51\"	S08°08'28\"E	46.86'
C19	47.15'	70.00'	39°58'49\"	N07°12'08\"W	46.37'
C20	52.43'	181.50'	18°11'12\"	S07°04'21\"E	52.35'
C21	5.86'	181.50'	1°17'20\"	S53°57'29\"E	5.88'
C22	46.54'	181.50'	14°13'23\"	S60°08'15\"E	46.43'

CHORD	LENGTH	RADIUS	DELTA	BEARING	CHORD
C23	31.42'	20.00'	90°00'00\"	S45°55'0\"E	28.28'
C24	31.42'	20.00'	90°00'00\"	S45°55'0\"E	28.28'
C25	5.00'	20.00'	112°12'17\"	N04°10'40\"W	5.02'
C26	5.00'	20.00'	112°12'17\"	N04°10'40\"W	5.02'



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TRACT 106
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 VILLAGES E, G & L
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SEE SHEET 2 OF 4 FOR KEY MAP
 SEE SHEET 2 OF 4 FOR LEGEND
SHEET 3 OF 4



Hillsborough County
PUBLIC SCHOOLS
 Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Berry Bay (Pods E, G, I, K, L & M)
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5076
HCPs Project ID Number	SC-673
Parcel / Folio Number(s)	79709.0000; 79715.0000
Project Location	3636 Saffold Road & 5135 Bonita Drive, Wimauma
Dwelling Units & Type	663 Single-Family Detached
Applicant	Eisenhower Property Group, LLC

School Concurrency Analysis				
School Type	Elementary	Middle	High	
Students Generated	128	58	90	
Total Capacity Reserved				276

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 elementary and middle school Concurrency Service Areas (CSA's) serving this site and the adjacent elementary and middle 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 siting 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 and replaces individually issued certificates for Pods E, G, I, and L based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (DA 20-1056), the terms of which were approved by the School Board on August 25, 2020 and the Hillsborough County BOCC on December 16, 2020. The Applicant contributed funds on September 24 (Pods E, G & L), September 28 (Pod I), and November 2, 2021 (Pod K & M) for the total amount of \$5,017,117.00 thereby satisfying the requirement to construct elementary and middle school seats to accommodate the proposed development as more particularly described therein.

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November 4, 2021
 Date Issued