SUBJECT:

Berry Bay Villages E, G & L

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

October 12, 2021

CONTACT:

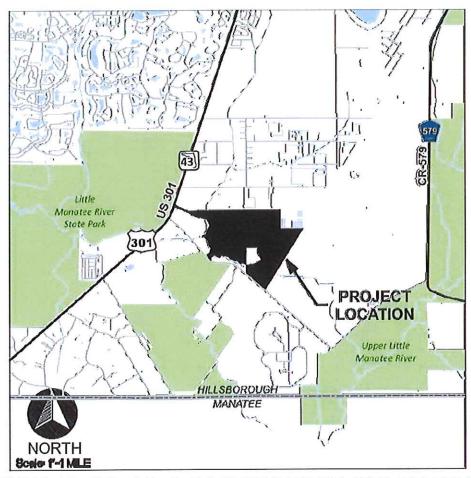
Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Berry Bay Villages E, G & L, 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 On-Site & Off-Site 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 \$253,966.00, a Warranty Bond in the amount of \$1,065,315.00, 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 \$31,403.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

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



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

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

| This Agreement is made and entered into thisday of <u>August</u> , 2021, by and Berry Bay Development, LLC hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County" | |
|---|-----------|
| <u>Witnesseth</u> | |
| 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 | d |
| 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 SUBDIVISIOVILLAGES E, G & L ; and | <u>'N</u> |
| 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 the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and | ne |
| WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> are to be installed after recordation of said plat under guarantees posted with the County; and | n |
| 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 road streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements an rights-of-way as shown on such plat and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and | is, d |
| WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements a required in connection with the <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> Subdivision; and | S |
| WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the followi on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"): | ng |
| X Roads/Streets X Water Mains/Services X Stormwater Drainage Systems X Sanitary Gravity Sewer System X Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services X Sidewalks Other: | |

in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County requires 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 the on-site and off-site improvements required within and in connection with <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> Subdivision, within <u>FOUR</u> (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, 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 the Improvements constructed in connection with <u>BERRY BAY</u>
 <u>SUBDIVISION VILLAGES E, G & L</u> 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, | | with |
| | | | 1 |
| | of | | |
| b. | A Performance Bond CS3804531 \$2 <u>Development, LLC</u> as Principal, and | 53,966.00, dated <u>18th of August 2021</u> <u>Great American Insurance Company</u> | |
| | A Warranty Bond CS3804530 1,065 Development, LLC as Principal, and | 315.00, dated <u>18th day of August 202</u> Great American Insurance Company | |
| c. | Cashier/Certified Checks, number | , dated | and , which |
| | number, shall be deposited by the County into interest shall be paid to the Subdivid Agreement | o a non-interest bearing escrow accou er on funds received by the County p | nt upon receipt. No ursuant to this |

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 on-site and off-site 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 <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> 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 Improvements 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 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 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 20^{th} day of August 2021.

| Witness' Signature (Signed before a Notary Public and 2 Witnesses) Printed Name of Witness Witness' Signature Kelley Cato Juneau Printed Name of Witness | By: |
|--|---|
| NOTARY PUBLIC CORPORATE SEAL (When Appropriate) | Phone Number of Signer |
| ATTEST: HILLSBOROUGH COUNTY CINDY STUART, CLERK OF THE CIRCUIT COURT By: Deputy Clerk | BOARD OF COUNTY COMMISSIONERS By: Chair |
| 8 | APPROVED BY THE COUNTY ATTORNEY 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 20th day of August 2021, by Jeffery S. Hills as Manager for Berry Bay Development, LLC. ✓ Personally Known ☐ Produced Identification (Signature of Notary Public - State of Florida) OR Kelley Cato Juneau Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public) GG951166 May 21, 2024 (Commission Number) (Expiration Date (Notary Seal) KELLEY CATO JUNEAU Notary Public - State of Florida

Commission # GG 951166
My Comm. Expires May 21, 2024
Bonded through National Notary Assn.

SUBDIVISION PERFORMANCE BOND On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we, Berry Bay Development, LLC called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of TWO HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-SIX AND NO/100 (\$253,966.00) 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 associated off-site 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:

- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MARCH 12, 2022.

SIGNED, SEALED AND DATED this 18th day of August, 2021.

ATTEST:

Berry Bay Development, LLC

BY:

PRINCIPAL (SEAL)

Great American Insurance Company
SURETY (SEAL)

ATTEST:

Mary Martha Langley, ATTORNEY-IN-FACT and
Florida Licensed Resident Agent (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY® Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

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

No. 0 21328

POWER OF ATTORNEY

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

Name

FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

ALL OF TAMPA, FLORIDA

Limit of Power ALL

\$100,000,000

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

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

Attest

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Assistant Secretary

18TH On this

day of

MARK VICARIO (877-377-2405)

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



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

Susan a Kopoust

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

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

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

CERTIFICATION

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

Signed and sealed this

18th

day of

August



WARRANTY BOND On-Site and Off-Site

KNOW ALL MEN BY THESE PRESENTS, That we Berry Bay Development, LLC called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of ONE MILLION SIXTY-FIVE THOUSAND THREE HUNDRED FIFTEEN AND NO/100 (\$1,065,315.00) 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 (<u>roads</u>, <u>drainage</u>, <u>water and wastewater</u>) for maintenance in the approved platted subdivision known as <u>BERRY BAY SUBDIVISION VILLAGES E</u>, G

& L and associated off-site improvements (<u>roads</u>, <u>drainage</u>, <u>water and wastewater</u>); and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the on-site and off-site improvement facilities 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 Construction and 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 and all off-site improvements known as, BERRY BAY SUBDIVISION
 VILLAGES E, G & L, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL MARCH 12, 2024.

SIGNED, SEALED AND DATED this 18th day of August, 2021.

Berry Bay Development, LLC ATTEST; BY: (SEAL) Great American Insurance Company **SURETY** (SEAL) ATTEST: Mary Martha Langley, AYTORNEY-IN-FACT and Florida Licensed Resident Agent (SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 S13-369-5000 FAX 513-723-2740

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

No. 0 21328

POWER OF ATTORNEY

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

Name

FREDERIC M. ARCHERD, JR.

TANYA L. RUSSO

RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

Address ALL OF TAMPA, FLORIDA Limit of Power

ALL

\$100,000,000

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

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

day of JUNE GREAT AMERICAN INSURANCE COMPANY

Attest

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

18TH On this

Assistant Secretary

day of

JUNE

2019 , before me personally appeared MARK VICARIO, to me known,

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



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

Susan a Kopoust

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

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

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

CERTIFICATION

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

Signed and sealed this

18th

day of

August



Assistant Secretary

BERRY BAY VILLAGES E,G, & L

PERFORMANCE

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE&OFFSITE AUGUST 16, 2021

| 1.00 MASTER PAVING 1.01 SIGNAGE & STRIPING - LS MASTER PAVING TOTAL 2.00 MASTER STORM 2.01 TV STORM DRAINAGE MASTER STORM TOTAL | 1.00 9,190.00 | LS | \$120,000.00 | \$120,000.00 \$120,000.00 |
|---|----------------------|-------------|---------------|------------------------------|
| 1.01 SIGNAGE & STRIPING - LS MASTER PAVING TOTAL 2.00 MASTER STORM 2.01 TV STORM DRAINAGE MASTER STORM TOTAL | | | \$120,000.00 | |
| 2.00 MASTER STORM 2.01 TV STORM DRAINAGE MASTER STORM TOTAL | | | \$120,000.00 | |
| 2.01 TV STORM DRAINAGE MASTER STORM TOTAL | 9,190.00 | ıc | | |
| MASTER STORM TOTAL | 9,190.00 | 10 | | 42E0,000.0 |
| | 5/250.00 | | \$2.90 | \$26,651.00 |
| | | | \$2.50 | \$26,651.0 |
| 3.00 MASTER SEWER | THE REAL PROPERTY OF | | | \$20,031.0 |
| 3.01 TV INSPECTION SEWER | 7,531.00 | LF | \$5.24 | \$39,462.4 |
| 3.02 INFILTRATION / EXFILTRATION TESTING | 7,531.00 | LF | \$1.45 | \$10,919.9 |
| MASTER SEWER TOTAL | | | \$1.43 | \$50,382.3 |
| 4.00 MASTER WATER | | | | \$30,30Z.3 |
| 4.01 POTABLE WATER TESTING & CHLORINATION | 8,832.00 | LF | \$2.55 | \$22,521.60 |
| MASTER WATER TOTAL | | Lieur Liegi | V2.00 | \$22,521.60 |
| | | | | |
| 5.00 SAFFOLD IMPROVEMENTS | | | | |
| 5.01 SIGNAGE & STRIPING - LS | 1.00 | 10 | 404.000.00 | |
| SAFFOLD IMPROVEMENTS TOTAL | 1.00 | LS | \$34,000.00 | \$34,000.00 |
| PARTOES IN NOVEMBER 10 IAC | | | | \$34,000.00 |
| Offsite Subtotal | | | | \$34,000 |
| Grand Total | | | | \$203,173 |
| | PERFORMAI | NCE BOND | / 125% | \$253,966 |



KYLE L. THORNTON, PE

#60279

NO 60279
NO 60279
NO 60279
NO FLORIDAD

BERRY BAY SUBDIVISION VILLAGES E,G, & L WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE&OFFSITE AUGUST 16, 2021

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT | UNIT COST | CONTRACT VALUE |
|----------|---|---------------|--------------|-------------------------|----------------|
| 1.00 | MASTER PAVING | | | | |
| 1.01 | PAVE 2" TYPE SP-12.5 ASPHALT - EAST WEST COLLECTOR ROAD | 42,070.00 | SY | \$11.00 | \$462,770.00 |
| 1.02 | PAVE 1" TYPE SP-9.5 ASPHALT - EAST WEST COLLECTOR ROAD | 42,070.00 | SY | \$8.00 | \$336,560.00 |
| 1.03 | PAVE 1 1/2" SP-12.5 ASPHALT - INTERNAL COLLECTOR ROADS | 4,460.00 | SY | \$9.70 | \$43,262.00 |
| 1.04 | ROAD BASE CRUSHED CONCRETE 08" | 46,530.00 | SY | \$11.20 | \$521,136.00 |
| 1.05 | SUBGRADE STABILIZED 12" | 46,530.00 | SY | \$4.60 | \$214,038.00 |
| 1.06 | BRICK PAVERS | 2,635.00 | SF | \$11.00 | \$28,985.00 |
| 1.07 | CONCRETE CURB TYPE D | 701.00 | LF | \$18.50 | \$12,968.50 |
| 1.08 | CONCRETE CURB TYPE E | 14,461.00 | LF | \$13.00 | \$187,993.00 |
| 1.09 | CONCRETE CURB TYPE F | 14,438.00 | LF | \$12.00 | \$173,256.00 |
| 1.10 | CONCRETE CURB MIAMI | 4,335.00 | LF | \$12.00 | \$52,020.00 |
| 1.11 | CONCRETE CURB TYPE RA | 300.00 | LF | \$23.00 | \$6,900.00 |
| 1.12 | CONCRETE SIDEWALK 6"-SF (NON-REINFORCED) | 97,244.00 | SF | \$6.00 | \$583,464.00 |
| 1.13 | ADA CONCRETE ACCESS RAMPS W/DOMES | 67.00 | EA | \$1,400.00 | \$93,800.00 |
| 1.14 | SODDING BAHIA BOC | 10,633.00 | SY | \$2.20 | \$23,392.60 |
| 1.15 | SIGNAGE & STRIPING - LS | 1.00 | LS | \$120,000.00 | \$120,000.00 |
| 1.16 | CAST IN PLACE RETAINING WALL | 1,017.00 | LF | \$420.00 | \$427,140.00 |
| 1.17 | RETAINING WALL ANCHOR BLOCK - PHASE D ADDED | 210.00 | LF | \$200.00 | \$42,000.00 |
| 1.18 | DOT HANDRAIL | 1,236.00 | LF | \$120.00 | \$148,320.00 |
| | MASTER PAVING TOTAL | Table 1-11 Au | THE STATE OF | | \$3,478,005.10 |
| 2.00 | MASTER STORM | | | The same of the same of | |
| 2.01 | UNDERDRAIN - CPP PERF PIPE WITH SOCK 06" | 237.00 | LF | \$13.70 | \$3,246.90 |
| 2.02 | UNDERDRAIN CLEANOUT 6" | 2.00 | EA | \$180.00 | \$360.00 |
| 2.03 | HDPE HP 15" | 1,608.00 | LF | \$30.00 | \$48,240.00 |
| 2.04 | HDPE HP 18" | 2,040.00 | LF | \$35.00 | \$71,400.00 |
| 2.05 | HDPE HP 24" | 2,188.00 | LF | \$48.50 | \$106,118.00 |
| 2.06 | HDPE HP 30" | 138.00 | LF | \$67.00 | \$9,246.00 |
| 2.07 | HDPE HP 36" | 1,218.00 | LF | \$79.00 | \$96,222.00 |
| 2.08 | HDPE HP 42" | 168.00 | LF | \$100.00 | \$16,800.00 |
| 2.09 | HDPE HP 48" | 1,113.00 | LF | \$113.50 | \$126,325.50 |
| 2.10 | HDPE HP 60" | 643.00 | LF | \$150.00 | \$96,450.00 |
| 2.11 | RCP 72" | 84.00 | LF | \$360.00 | \$30,240.00 |
| 2.12 | ERCP (60") 48"X76" | 111.00 | LF | \$360.00 | \$39,960.00 |
| 2.13 | TYPE 1 CURB INLET | 18.00 | EA | \$4,300.00 | \$77,400.00 |
| 2.14 | TYPE 3 CURB INLET | 2.00 | EA | \$5,600.00 | \$11,200.00 |
| 2.15 | TYPE 4 CURB INLET | 39.00 | EA | \$5,000.00 | \$195,000.00 |
| 2.16 | TYPE E INLET | 4.00 | EA | \$4,300.00 | \$17,200.00 |
| 2.17 | TYPE C INLET | 1.00 | EA | \$3,300.00 | \$3,300.00 |
| 2.18 | MANHOLE | 4.00 | EA | \$3,800.00 | \$15,200.00 |
| 2.19 | WEIR WALL CONTROL STRUCTURE CS-K1 | 1.00 | EA | \$19,000.00 | \$19,000.00 |
| 2.20 | HDPE LINER IN LIEU OF CLAY LINER | 200.00 | LF | \$50.00 | \$10,000.00 |
| 2.21 | ERCP HEADWALL 48" X 76" | 2.00 | EA | \$15,000.00 | \$30,000.00 |
| 2.22 | RCP HEADWALL - 24" | 1.00 | EA | \$2,000.00 | \$2,000.00 |
| 2.23 | 96" HEADWALL AND WINGWALLS | 429.00 | LF | \$1,425.00 | \$611,325.00 |
| 2.24 | RCP 96" 7 RUNS | 784.00 | LF | \$850.00 | \$666,400.00 |
| 2.25 | CONTROL STRUCTURE TYPE E | 4.00 | EA | \$10,400.00 | \$41,600.00 |
| 2.26 | RCP MES 36" | 2.00 | EA | \$3,330.00 | \$6,660.00 |
| 2.27 | RCP MES 60" | 4.00 | EA | \$9,700.00 | \$38,800.00 |
| 2.28 | RCP FES PRECAST 15" | 1.00 | EA | \$1,600.00 | \$1,600.00 |
| 2.29 | RCP FES PRECAST 18" | 9.00 | EA | \$1,900.00 | \$17,100.00 |
| 2.30 | RCP FES PRECAST 24" | 2.00 | EA | \$2,000.00 | \$4,000.00 |

BERRY BAY SUBDIVISION VILLAGES E,G, & L

WARRANTY

Hillsborough County, FL Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE&OFFSITE **AUGUST 16, 2021**

| | A00001 10, 20 | | | | |
|------|------------------------------------|----------|--------|--------------|----------------|
| 2.31 | RCP FES PRECAST 42" | 1.00 | EA | \$3,750.00 | \$3,750.00 |
| 2.32 | RCP FES PRECAST 48" | 2.00 | EA | \$4,600.00 | \$9,200.00 |
| 2.33 | RCP FES PRECAST 72" | 1.00 | EA | \$12,000.00 | \$12,000.00 |
| 2.34 | BRICK & MORTAR PLUG RCP | 1.00 | EA | \$1,250.00 | \$1,250.00 |
| | MASTER STORM TOTAL | | | | \$2,438,593.40 |
| 3.00 | MASTER SEWER | | | | |
| 3.01 | SS PVC (SDR-26) 8" 00-06' | 964.00 | LF | \$18.40 | \$17,737.60 |
| 3.02 | SS PVC (SDR-26) 8" 06-08" | 217.00 | LF | \$19.00 | \$4,123.00 |
| 3.03 | SS PVC (SDR-26) 8" 08-10' | 322.00 | LF | \$19.70 | \$6,343.40 |
| 3.04 | SS PVC (SDR-26) 8" 10-12' | 535.00 | LF | \$21.30 | \$11,395.50 |
| 3.05 | SS PVC (SDR-26) 8" 12-14' | 313.00 | LF | \$23.40 | \$7,324.20 |
| 3.06 | SS PVC (SDR-26) 8" 14-16' | 408.00 | LF | \$51.00 | \$20,808.00 |
| 3.07 | SS PVC (SDR-26) 8" 16-18' | 335.00 | LF | \$61.00 | \$20,435.00 |
| 3.08 | SS PVC (C-900) 8" 16-18' | 201.00 | LF | \$133.00 | \$26,733.00 |
| 3.09 | SS PVC (SDR-26) 8" 18-20' | 97.00 | LF | \$73.00 | \$7,081.00 |
| 3.10 | SS PVC (SDR-26) 8" 20-22' | 79.00 | LF | \$84.00 | \$6,636.00 |
| 3.11 | SS PVC (SDR-26) 8" 22-24' | 890.00 | LF | \$102.00 | \$90,780.00 |
| 3.12 | SS PVC (SDR-26) 6" 24-26' | 588.00 | LF | \$110.00 | \$64,680.00 |
| 3.13 | SS PVC (SDR-26) 8" 26-28' | 550.00 | LF | \$115.00 | \$63,250.00 |
| 3.14 | SS PVC (SDR-26) 8" 28-30' | 618.00 | LF | \$122.00 | \$75,396.00 |
| 3.15 | SS PVC (SDR-26) 8" 30-32' | 1,414.00 | LF | \$132.70 | \$187,637.80 |
| 3.16 | SS MANHOLE 4' DIA 00-06' (UNLINED) | 4.00 | EA | \$2,800.00 | \$11,200.00 |
| 3.17 | SS MANHOLE 4' DIA 06-08' (UNLINED) | 2.00 | EA | \$3,000.00 | \$6,000.00 |
| 3.18 | SS MANHOLE 4' DIA 10-12' (UNLINED) | 1.00 | EA | \$3,800.00 | \$3,800.00 |
| 3.19 | SS MANHOLE 4' DIA 12-14' (UNLINED) | 5.00 | EA | \$4,160.00 | \$20,800.00 |
| 3.20 | SS MANHOLE 5' DIA 15-16' (UNLINED) | 1.00 | EA | \$7,200.00 | \$7,200.00 |
| 3.21 | SS MANHOLE 5' DIA 16-18' (UNLINED) | 2.00 | EA | \$6,000.00 | \$12,000.00 |
| 3.22 | SS MANHOLE 5' DIA 18-20' (UNLINED) | 1.00 | EA | \$6,700.00 | \$6,700.00 |
| 3.23 | SS MANHOLE 5' DIA 20-22' (UNLINED) | 2.00 | EA | \$7,150.00 | \$14,300.00 |
| 3.24 | SS MANHOLE 5' DIA 22-24' (UNLINED) | 2.00 | EA | \$7,600.00 | \$15,200.00 |
| 3.25 | SS MANHOLE 5' DIA 24-26' (UNLINED) | 1.00 | EA | \$8,000.00 | \$8,000.00 |
| 3.26 | SS MANHOLE 5' DIA 26-28' (UNLINED) | 2.00 | EA | \$8,400.00 | \$16,800.00 |
| 3.27 | SS MANHOLE 5' DIA 28-30' (UNLINED) | 2.00 | EA | \$8,500.00 | \$17,000.00 |
| 3.28 | SS MANHOLE 5' DIA 30-32' (UNLINED) | 3.00 | EA | \$8,900.00 | \$26,700.00 |
| 3.29 | SS OUTSIDE DROP MANHOLE 5' 18-20' | 1.00 | EA | \$8,500.00 | \$8,500.00 |
| 3.30 | SS OUTSIDE DROP MANHOLE 5' 22-24' | 1.00 | EA | \$10,000.00 | \$10,000.00 |
| 3.31 | SS OUTSIDE DROP MANHOLE 5' 24-26' | 2.00 | EA | \$10,600.00 | \$21,200.00 |
| 3.32 | SS OUTSIDE DROP MANHOLE 5' 26-28' | 1.00 | EA | \$11,250.00 | \$11,250.00 |
| 3.33 | SEWER SERVICES SINGLE (8"X6") | 1.00 | EA | \$800.00 | \$800.00 |
| 3.34 | SEWER SERVICES DOUBLE (8"X6") | 4.00 | EA | \$1,000.00 | \$4,000.00 |
| 3.35 | LIFTSTATION W/LINER 24-26' | 1.00 | EA | \$546,000.00 | \$546,000.00 |
| 3.36 | FM PVC PIPE 8" | 7,507.00 | LF | \$18.80 | \$141,131.60 |
| 3.37 | FM PLUG VALVE 8" | 12.00 | EA | \$1,835.00 | \$22,020.00 |
| 3.38 | FM FITTINGS 8" | 2.00 | LS | \$3,460.00 | \$6,920.00 |
| 3.39 | FORCE MAIN AIR RELEASE | 3.00 | EA | \$11,000.00 | \$33,000.00 |
| 3.40 | FM OPEN CUT STEEL CASING 18" | 407.00 | LF | \$114.00 | \$46,398.00 |
| | MASTER SEWER TOTAL | | | | \$1,627,280.10 |
| 4.00 | MASTER WATER | | A TYPE | | |
| 4.01 | PW 12" DUCTILE IRON PIPE | 7,561.00 | LF | \$53.80 | \$406,781.80 |
| 4.02 | PW 8" DUCTILE IRON PIPE | 675.00 | LF | \$35.00 | \$23,625.00 |
| 4.03 | PW PVC (DR-18) 6" | 25.00 | LF | \$36.00 | \$900.00 |
| 4.04 | PW PVC (DR-18) 8" | 395.00 | LF | \$19.50 | \$7,702.50 |

BERRY BAY SUBDIVISION VILLAGES E,G, & L

WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE&OFFSITE **AUGUST 16, 2021**

2.00

EA

POTABLE WATER GATE VALVES 6"

4.05

\$970.00

\$1,940.00

| 4.05 | POTABLE WATER GATE VALVES 6" | 2.00 | EA | \$970.00 | \$1,940.00 |
|--------------------------------------|--|--|----------------------------|--|---|
| 4.06 | POTABLE WATER GATE VALVES 8" | 16.00 | EA | \$1,240.00 | \$19,840.00 |
| 4.07 | POTABLE WATER GATE VALVES 12" | 32.00 | EA | \$2,450.00 | \$78,400.00 |
| 4.08 | POTABLE WATER FITTINGS 6" | 1.00 | LS | \$205.00 | \$205.00 |
| 4.09 | POTABLE WATER FITTINGS 8" | 1.00 | LS | \$10,000.00 | \$10,000.00 |
| 4.10 | POTABLE WATER FITTINGS 12" | 1.00 | LS | \$54,000.00 | \$54,000.00 |
| 4.11 | PW STEEL CASING PIPE 20' 4 RUNS | 346.00 | LF | \$128.50 | \$44,461.00 |
| 4.12 | PW STEEL CASIG PIPE 24" 6 RUNS | 670.00 | LF | \$128.50 | \$86,095.00 |
| 4.13 | FIRE HYDRANT ASSEMBLY | 18.00 | EA | \$4,400.00 | \$79,200.00 |
| 4.14 | LIFTSTATION WATER SERVICE 2" | 1.00 | LS | \$1,600.00 | \$1,600.00 |
| | MASTER WATER TOTAL | 12 10 3 2 11 | | | \$814,750.30 |
| | Onsite Subtotal | | | | \$8,358,629 |
| 5.00 | WEST LAKE RD SIDEWALK | a minute | | | |
| 5.01 | CONCRETE SIDEWALK 6" WESTLAKE | 1,065.00 | SF | \$6.00 | \$6,390.00 |
| 5.02 | SODDING BAHIA | 470.00 | SY | \$2.20 | \$1,034.00 |
| | WEST LAKE RD SIDEWALK TOTAL | | | | \$7,424.00 |
| 6.00 | SAFFOLD IMPROVEMENTS | | | | |
| 6.01 | PAVE 1" TYPE SP-12.5 ASPHALT - WIDENING | 2,370.00 | SY | \$9.80 | \$23,226.00 |
| 6.02 | PAVE 1" SP-ASPHALT - OVERLAY WIDENING & MILLING | 11,070.00 | SY | \$9.50 | \$105,165.00 |
| 6.03 | PAVE LEVELING COURSE | 205.00 | TON | \$150.00 | \$30,750.00 |
| 6.04 | OPTIONAL BASE GROUP 5 - WIDENING | 2,370.00 | SY | \$14.00 | \$33,180.00 |
| 6.05 | SUBGRADE STABILIZED 12" | 2,370.00 | SY | \$7.70 | \$18,249.00 |
| 6.06 | SHOULDER STABILIZED 6' | 9,526.00 | SY | \$7.70 | \$73,350.20 |
| 6.07 | PAVE 1 1/4" SP-12.5 ASPHALT - MULTIUSE PATH | 8,104.00 | SY | \$8.20 | \$66,452.80 |
| 6.08 | ROAD BASE LIMEROCK 04" MULTIUSE PATH | 4,420.00 | SY | \$7.40 | \$32,708.00 |
| 6.09 | SUBGRADE STABILIZED 12" MULTIUSE PATH | 4,420.00 | SY | \$13.50 | \$59,670.00 |
| 6.10 | ADA ACCESS RAMPS W/DOMES | 2.00 | EA | \$600.00 | \$1,200.00 |
| 6.11 | ERCP (18") 14"X23" | 228.00 | LF | \$82.00 | \$18,696.00 |
| 6.12 | TYPE C INLET | 10.00 | EA | \$3,000.00 | \$30,000.00 |
| 6.13 | TYPE E INLET | 12.00 | EA | \$4,125.00 | \$49,500.00 |
| 6.14 | SODDING BAHIA | 31,000.00 | SY | \$2.20 | \$68,200.00 |
| 6.15 | SIGNAGE & STRIPING - LS | 1.00 | LS | \$34,000.00 | \$34,000.00 |
| 6.16 | RCP 18" | 1517.00 | LF | \$53.27 | \$80,810.59 |
| 6.17 | RCP 24" | 1108.00 | LF | \$69.00 | \$76,452.00 |
| 6.18 | RCP MES 18" | 1.00 | EA | \$1,600.00 | \$1,600.00 |
| 6.19 | RCP MES 24" | 1.00 | EA | \$1,300.00 | \$1,300.00 |
| 6.20 | RIP RAP RUBBLE BANK & SHORE | 10.00 | TON | \$215.00 | \$2,150.00 |
| | SAFFOLD IMPROVEMENTS TOTAL | THE PARTY OF THE P | | | \$644,347.00 |
| 7.00 | OFFSITE FORCE MAIN US 301 | | | | |
| | | | | 620.74 | \$447,472.40 |
| 7.01 | FM PVC PIPE 12" | 11260.00 | LF | \$39.74 | 9111/112.10 |
| | FM PVC PIPE 12" FM PVC PIPE 8" | 11260.00 18.00 | LF LF | \$39.74 | \$594.00 |
| 7.01 7.02 7.03 | | | | | |
| 7.02 | FM PVC PIPE 8" | 18.00 | LF | \$33.00 | \$594.00 |
| 7.02 7.03 7.04 | FM PVC PIPE 8" FM PLUG VALVE 12" | 18.00 20.00 | LF EA | \$33.00 \$3,660.00 | \$594.00 \$73,200.00 |
| 7.02 7.03 7.04 7.05 | FM PVC PIPE 8" FM PLUG VALVE 12" FM PLUG VALVE 8" | 18.00 20.00 1.00 | LF EA EA | \$33.00 \$3,660.00 \$1,800.00 | \$594.00 \$73,200.00 \$1,800.00 |
| 7.02 7.03 7.04 7.05 7.06 | FM PVC PIPE 8" FM PLUG VALVE 12" FM PLUG VALVE 8" FM FITTINGS 12" FORCE MAIN AIR RELEASE | 18.00 20.00 1.00 1.00 | LF EA EA LS | \$33.00 \$3,660.00 \$1,800.00 \$36,000.00 | \$594.00 \$73,200.00 \$1,800.00 \$36,000.00 |
| 7.02 7.03 7.04 7.05 | FM PVC PIPE 8" FM PLUG VALVE 12" FM PLUG VALVE 8" FM FITTINGS 12" | 18.00 20.00 1.00 1.00 3.00 | LF EA EA LS EA | \$33.00 \$3,660.00 \$1,800.00 \$36,000.00 \$6,400.00 | \$594.00 \$73,200.00 \$1,800.00 \$36,000.00 \$19,200.00 |

BERRY BAY SUBDIVISION VILLAGES E,G, & L WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE&OFFSITE

AUGUST 16, 2021

| 8.00 | OFFSITE WATER US 301 | | | | |
|--------|------------------------------------|----------|----|-------------|--------------|
| 8.01 | MAINTENANCE OF TRAFFIC | 1.00 | LS | \$23,000.00 | \$23,000.00 |
| 8.02 | DEMOLITION | 1.00 | LS | \$4,000.00 | \$4,000.00 |
| 8.03 | PW CUT IN TEE 12" | 1.00 | EA | \$4,000.00 | \$4,000.00 |
| 8.04 | PW 12" DUCTILE IRON PIPE | 5,963.00 | LF | \$60.85 | \$362,848.55 |
| 8.05 | PW 8" DUCTILE IRON PIPE | 33.00 | LF | \$60.00 | \$1,980.00 |
| 8.06 | POTABLE WATER GATE VALVES 12" | 20.00 | EA | \$2,500.00 | \$50,000.00 |
| 8.07 | POTABLE WATER GATE VALVES 8" | 2.00 | EA | \$1,200.00 | \$2,400.00 |
| 8.08 | POTABLE WATER FITTINGS 12" | 1.00 | LS | \$21,000.00 | \$21,000.00 |
| 8.09 | FIRE HYDRANT ASSEMBLY | 10.00 | EA | \$4,400.00 | \$44,000.00 |
| 8.10 | POTABLE WATER BLOWOFFS (TEMPORARY) | 4.00 | EA | \$600.00 | \$2,400.00 |
| 8.11 | PW JACK & BORE 24" | 160.00 | LF | \$750.00 | \$120,000.00 |
| 8.12 | PW STEEL CASING PIPE 24" | 80.00 | LF | \$140.00 | \$11,200.00 |
| THE ST | OFFSITE WATER US 301 TOTAL | | | | \$646,828.55 |

| Offsite Subtotal | \$2,294,526 |
|------------------|--------------|
| Grand Total | \$10,653,155 |
| | |



WARRANTY BOND 10% \$1,065,315

THORN TO BE STATE OF

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of <u>August 2021</u>, by and between Berry Bay Development, 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 <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> 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 <u>BERRY</u> <u>BAY SUBDIVISION VILLAGES E, G & L</u> 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 <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> subdivision within <u>FOUR (4)</u> 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:

| | Letter of Credit, number, |
|---|--|
| (| dated, |
| , | with, |
| | by order of |
| | , or |
| | A Performance Bond CS3804532 \$31,403.00, 18th of August 2021 with Berry Bay Development, LLC as Principal, and Great American Insurance Company as Surety, or |
| | Escrow Agreement, dated, between |
| | and the County, or |
| | Cashier/Certified Check, number, 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 as <u>BERRY BAY SUBDIVISION VILLAGES E, G & L</u> at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
- 8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 20th day of August, 2021.

| ATTEST: Who was | SUBDIVIDER: By: |
|---|---|
| Witness' Signature | Authorized Corporate Officer or Individual |
| (Signed before a Notary Public and 2 Witnesses) | Jeffery S. Hills |
| Printed Name of Witness | Name (typed, printed or stamped) |
| | Manager |
| Witness' Signature | Title |
| Kelley Oato Juneau | 111 S. Armenia Avenue, Suite 201, Tampa, FL 33609 |
| Printed Name of Witness | Address of Signer |
| NOTARY PUBLIC | (813) 443-0809 |
| | Phone Number of Signer |
| ATTEST: ' CLERK OF CIRCUIT COURT | BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA |
| By: | By: |
| Deputy Clerk | Chair |
| | |

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

| The foregoing instrument was acknowledged before me by means of physical presence online notarization, this |
|--|
| 20th day of August 2021, by Jeffery S. Hills as Manager for Berry Bay Development, LLC a limited liability company |
| under the laws of the state of Florida on behalf of the company. He and/or she is personally known to me or has produced |
| as identification and did take an oath. NOTARY PUBLIC: Sign: |
| 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 Berry Bay Development, LLC called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of THIRTY ONE THOUSAND FOUR HUNDRED THREE and 00/100 (\$31,403.00) 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 <u>BERRY BAY</u>

<u>SUBDIVISION VILLAGES E, G & L</u> 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 SUBDIVISION VILLAGES E, G & L** subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within **Four** (4) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MARCH 12, 2022.

SIGNED, SEALED AND DATED this 18th day of August, 2021.

ATTEST:

Berry Bay Development, LLC

PRINCIPAL

SURETY

(SEAL)

(SEAL)

ATTECT

Mary Martha Langley, ATTORNEY-IN-FACT and

Florida Licensed Resident Agent

Great American Insurance Company

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 S13-369-5000 FAX 513-723-2740

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

No. 0 21328

POWER OF ATTORNEY

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

Name

FREDERIC M. ARCHERD, JR. TANYA L. RUSSO RICHARD P. RUSSO, JR. MARY MARTHA LANGLEY

Address ALL OF

TAMPA, FLORIDA

Limit of Power ALL

\$100,000,000

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

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

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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



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

Susan a Kohows

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

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

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

CERTIFICATION

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

Signed and sealed this

18th

day of

August



Assistant Secretary

BERRY BAY VILLAGES E,G, & L

PERFORMANCE

Hillsborough County, FL LOT CORNERS **AUGUST 16, 2021**

| 1.00 | LOT CORNER MONUMENTATION | | | CONTRACTOR NAMED IN | |
|------|--------------------------|--------|-----------|---------------------|-------------|
| 1.01 | Monuments Installed | 286.00 | Per Lot | \$82.00 | \$23,452.00 |
| 1.02 | Monuments - Misc Tracts | 9.00 | Per Tract | \$70.00 | \$630.00 |
| 1.03 | Verification by PLS | 8.00 | Hours | \$130.00 | \$1,040.00 |
| | TOTAL | | | | \$25,122.00 |

GRAND TOTAL

\$25,122

\$31,403



THORN TO ONLY 中国 HORNTON, pt

125%

BERRY BAY SUBDIVISION VILLAGES E, G, AND

BEING A PORTION OF SECTIONS 19, 29 & 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

BOOK BOOK

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

NICHOLAS J. DISTER-AUTHORIZED REPRESENTATIVE

WITNESS

(PRINT NAME)

(PRINT NAME)

WITNESS

PAGE

DESCRIPTION: SEE SHEET 2 OF 37

DEDICATION:

THE UNDERSIGNED, AS THE OWNERS OF THE LANDS PLATTED HEREIN DO HEREIN DEDICATE THIS PLAT OF THE BERRY BAY SUBDIVISION VILLACES E, G, AND L FOR RECORD, FURTHER THE OWNERS DO HEREIN STATE, DECLARE AND MAKE THE POLLOWING DEDICATIONS AND RESERVATIONS, EACH AS THEIR INTERESTS APPEAR:

OWNERS HEREN DEDICATE TO HILLSDROUGH COUNTY, FLORIDA ("THE COUNTY") AND THE PUBLIC IN GENERAL FOR PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EAGEMENTS DESIGNATED ON THE PLAT AS "PUBLIC".

THE BERRY BAY COMMUNITY DEVELOPMENT DESTRICT ("COD") HEREBY RESERVES A PERPTUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS AND UNDER ALL AREAS DESIGNATED AS "PUBLIC DOMINAGE EASEMENTS" AS SHOWN HEREBY HE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPARENCE AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPARENCE AND REPARENCE DOMINAGE LINES, SHALES, RETENTION AND DETENTION, AND DITHER DRAINAGE FACILITIES, ALL SUCH EASEMENTS SHALL BE SUBJECT TO ALL PUBLIC DESERVITS SHOWN FREEDOM.

ACKNOWLEDGMENT: STATE OF FLORIDA COUNTY OF HILLSBOROUGH

OWNERS HERBY DEDICATE TO HILLSDOROUGH COUNTY FEE TITLE TO TRACT IS TO DE OWNED AND MAINTAINED BY HILLSDOROUGH COUNTY FOR THE DENEFT OF THE PUBLIC AS A SANTIANY SEWER LITE STATION SETTE.

OWNERS HEREDY DEDICATE TO THE PUBLIC USE ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

FEE INTEREST IN PARCELS 401, 403, 404, 405, 406, 407, 406 AND 409 IS HEREBY RESERVED BY THE OWNERS, THEIR ASSEMBLANDOR THEIR SUCCESSORS IN TITLE. SAID PARCELS ARE NOT DEDUCKTOO TO THE PUBLIC AND WILL BE INDEPENDENTLY MAINTAINED BY THE OWNERS, THE COD, AND/ON THE ASSECTATION, AND THEIR RESPECTIVE ASSEMBLAND SUCCESSORS IN TITLE.

FEE INTEREST IN TRACTS 101, 102, 103, 104, 105, 106, 107, 106, 107, 109, 201, 203, 204, 206, 207, 203, 204, 202, 203, 204, 702, 703, AND 704 IS HEREDY RESERVED BY THE COD FOR THE BURBET OF THE LOT OWNERS WITHIN THE SUBDIVISION, SALD TRACT'S ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

SAID TRACTS 101, 102, 103, 104, 105, 106, 106, 107, 106, 107, 01, 303, 304, 306, 307, 306, 306, 305, 301, 702, 701, 702, 703, AND 704, AND PRIVATE DRAINAGE EASEMENTS ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAY AND TRACTS DEDICATE TO PUBLIC USE AS SHOWN HERICON. THE MAINTHANGE OF ALL TRACTS, AREAS AND PRIVATE EASEMENTS RESERVED BY OWNERS WILL BE THE RESPONSIBILITY OF OWNERS, THE CD, AND THEIR RESPECTIVE ASSIGNS AND SUCCESSORS IN TITLE.

PRIVATE DEADMOE EASEMENTS ARE HEREDY RESERVED BY THE OWNERS FOR CONVEMICE TO A HOMEOWINERS' ASSOCIATION OR OTHER CUSTODIAL AND MAINTHANCE ENTITY SUBSECUENT TO THE RECORDING OF THIS PART, FOR THE BENEFIT OF THE LOT OWNERS WITHEN THE SUBDIVISION. SAID DASHMENTS ARE NOT DEDICATED TO THE FUBLIC AND WILL BE SHOWN FRANKEN. BY THE APPLICABLE OWNERS, ITS ASSICRES, AND SUCCESSORS IN TITLE, ALL SUCH EASEMENTS ARE SUBJECT TO ANY AND ALL PUBLIC DASHMENTS SHOWN FREEDY.

OWNER:

EPG1, LLC, A FLORIDA LIMITED LIABILITY COMPANY

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

ACKNOWLEDGMENT: STATE OF FLORIDA

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

THE PORECOING INSTRUMENT WAS ACKNOWLEDGED BEFORE HE THIS DAY OF STRUMENT WAS ACKNOWLEDGED BEFORE HE THIS DAY OF STREET, ON BEHALF OF THE COMMANY, WHO PRESSMALLY APPLANED BEFORE HE BY IT PRESSMAL PRESSMALLY RANGOW TO HE, OR IS WHO HAS PRODUCED.

AS DEMTRICATION, AND WHO IS IT PRESONALLY RANGOW TO HE, OR IS WHO HAS PRODUCED.

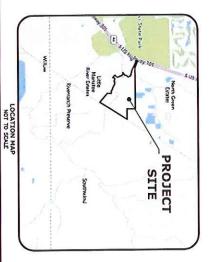
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: COMMISSION NUMBER:





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



THE PORECONE INSTRUMENT WAS ACKNOWLEDGED DEFORE ME THIS. ANY OF DETER, ON REMALE OF THE COMMANY, WHO PRESONALLY APPLANED DEFORE ME BY II PHYSICAL PRESENCE, OR II ONLINE AS DEBETERATION. AND WHO IS II PRESONALLY KNOWN TO ME, OR II WHO MAS PRODUCED. AS DEBETERATION. CLERK OF CIRCUIT COURT, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA: 11 HERBY CERTRY THAT THIS SUBMISSION PAY METS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART 1 OF FLORIDA STATUTES, AND HAS GEN FILED FOR RECORD IN PLAT BOOK ______, PAGE ______, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. OWNER: BERRY BAY COMMUNITY DEVELOPMENT DISTRICT NICHOLAS J. DISTER-VICE CHAIRMAN NOTARY PUBLIC, STATE OF FLORIDA AT LARGE ACKNOWLEDGMENT: STATE OF FLORIDA COUNTY OF HILLSBOROUGH BOARD OF COUNTY COMMISSIONERS: THIS PLAT HAS BEEN APPROVED FOR RECORDATION. NOTARY PUBLIC, STATE OF FLORIDA AT LARGE DEPUTY CLERK CLERK OF CIRCUIT COURT THIS (PRINT NAME) CLERK FILE NUMBER MY COMMISSION EXPIRES: MY COMMISSION EXPIRES: COMMISSION NUMBER: COMMISSION NUMBER DAY OF WITNESS (PRINT NAME) 2021. TIME:

CHAIRMAN

PLAT APPROVAL:
THE PLAT HE BEEN ERCHEWED IN ACCORDANCE WITH THE FLOREDA STATUTES, SECTION 177,031 FOR CHAPTER CONFORMITY, THE
GEOMETRIC DATA HOS OND BEEN VERHEED.

REVIEWED BY:

florida professional surveyor and mapper, license # Survey Section, Geospatial & Land acquisition services department, Hillsborough county, Florida

SURVEY CERTIFICATE:

SURVEY CERTIFICATE:

THE UNDESCRIPT SURVIVOR HEADY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE UND DEING
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GRIG DAKCIS
PROPESSIONAL SURVEYOR & HAPPER
STATE OF BORDA, LS 695
CERTIFICATE OF AUTHORIZATION LD 2610
4021 MEMORIAL HICHMAN
ONE MEMORIAL CHITER, SUITE 300
TAMPA, FLORIDA 35554

SEE SHEET 4 OF 37 FOR LEGEND

SHEET 1 OF 37

BERRY BAY SUBDIVISION VILLAGES E, G, AND

BEING A PORTION OF SECTIONS 19, 29 & 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PAGE

LEGAL DESCRIPTION:

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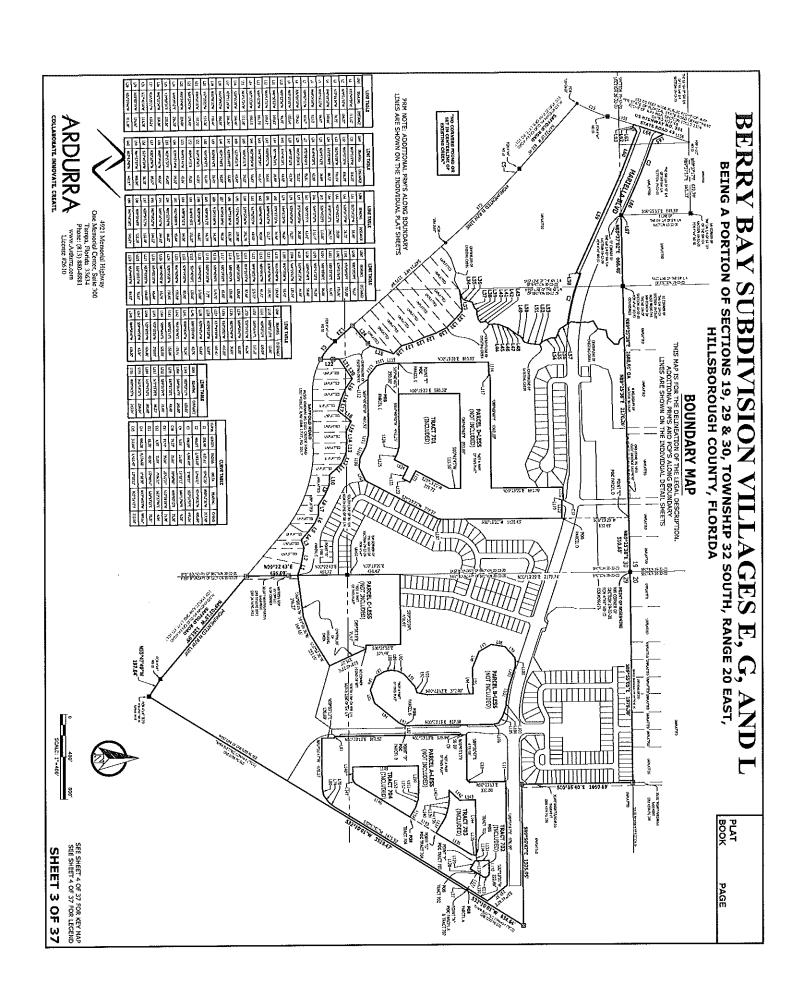
- 2. DELAWAGE DELEMENTS SHALL NOT COMMAIN PRIMAMENT IMPROVINENTS, INCLIDENCE BUT NOT LIMITED TO SIDEMANS, DENEMANS, DEVENANCE, DEMEMBERS, STRUCTURES, DITTOPHENS, POLICY, POLICY
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- THIS SUBDIVISION CONTAINS RIGHTS-OF-WAY, EASEMENTS, AND OTHER COMMON AREAS WHICH COUNTY. ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH
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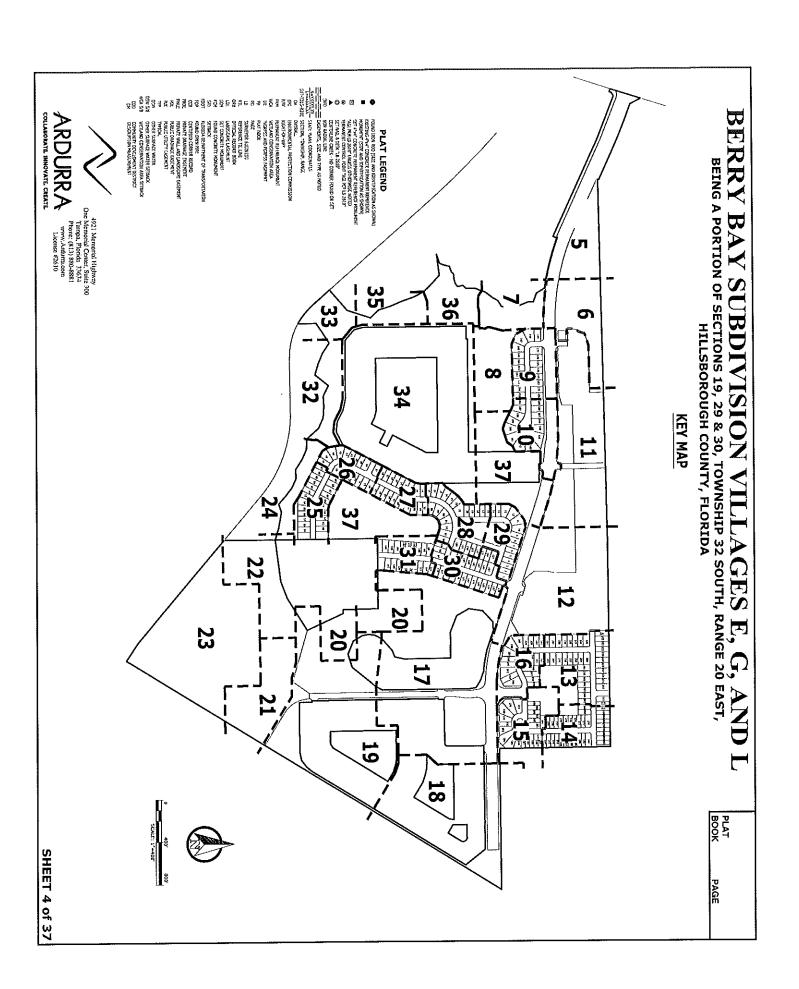
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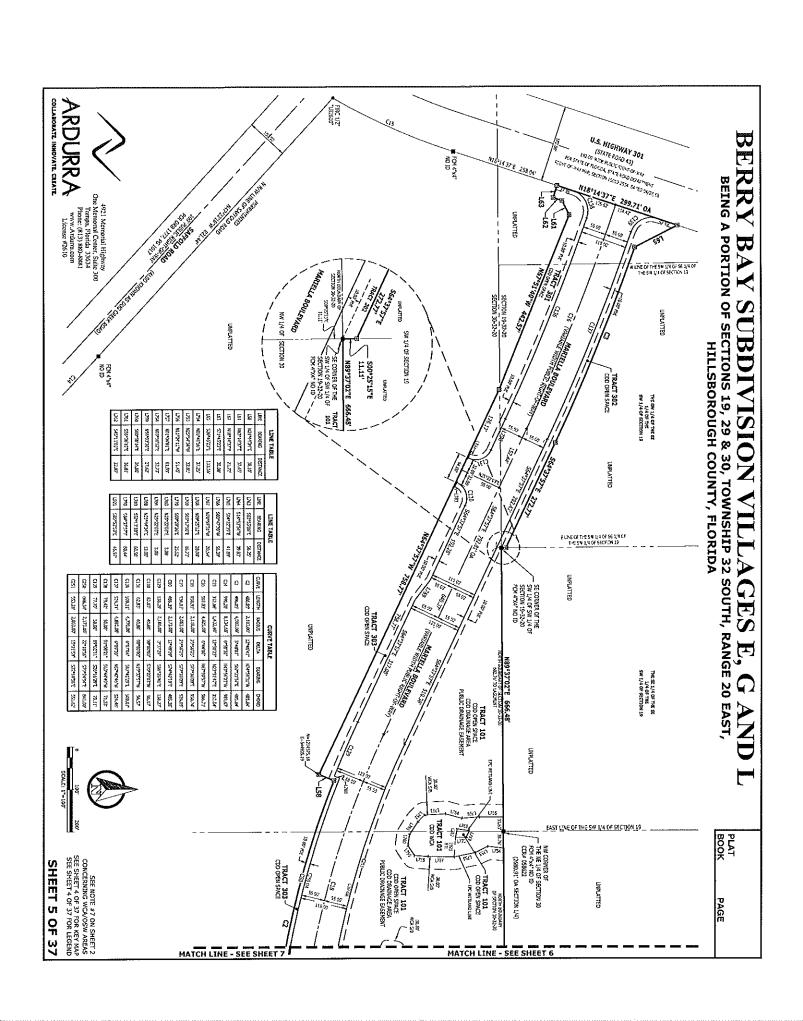
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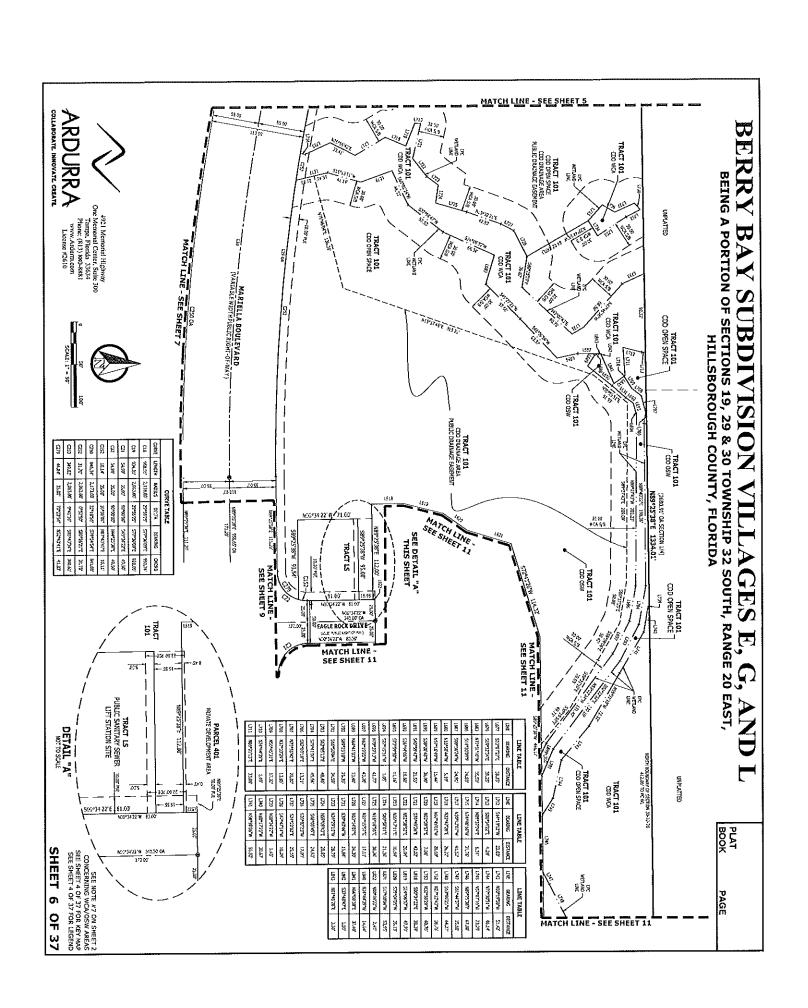
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SEE SHEET 4 OF 37 FOR LEGEND









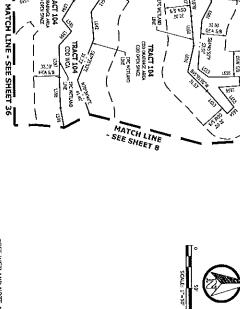
BERRY BAY SUBDIVISION VILLAGES E, G, AND L BEING A PORTION OF SECTIONS 19, 29 & 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

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|--------|-------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|-------------|--------------|--------------|------------|-------------|-----------------|-------------|-------------|-------------|-------------|-------------|-----------|------------|---|
| | MEGAPACHI | 550*40*37*W | #,55,16,25h | M.20.97 BEN | 527*29'S4'W | 3,17,11,4055 | 510*49*46*E | W53*1979*W | หสรสาปาพ | M.91,SEASCH | #.31,P#-5Th | W12"47"58"W | ALES,014,995 | 1.M.T. ACC | Mate, Ptadon | 3425,514,CDN | M.PLES-DES | M.19,22,998 | J.T. P. P. PRIN | 3,05,IL.PIN | X,74,9E.65N | 3.89,30.4CN | N37*12*05*E | 4,69,50,D¢N | DICHARING | LINE TABLE | |
| d Z | 21,76 | 0.57 | 26.03 | 31.59 | 14,25 | 35.37 | 31.16 | 26,20 | 25.40 | 26,63 | 32.27 | 26.73 | 40.32* | \$5.17° | 10,61 | 65.45 | 80,13 | 40.26 | 79,25 | 67,65 | 53.55 | 55,431 | 90.07 | Eff C | DISTANCE | 5 | |
| | 9181 | 12% | 1675 | 1871 | 1908 | 1664 | [GG] | 1862 | 1001 | 1659 | 1658 | 1657 | 1656 | 1655 | L654 | [62] | ĕ | 8 | 1645 | 1644 | Z | LG42 | <u>5</u> 99 | 1598 | ¥ | | l |
| | 536*32'54"E | 510°06'13"E | 577*05'35'E | 3,51.05,505 | 517-11-41°E | WEET PARTS | 538*16'27*E | N78*41'24*F | 562*09*13*0 | J.SC.TS-CEN | 3,12,00,00M | 16'4J*E | 503-22'55'C | 852*15'14'E | 541*29*2** | 548*27'54'W | N76*5329W | M.95.054585 | 567*247*8 | 578*14'04*E | S59*21'52*C | N85*95'00*E | 500*1972?W | 587-5748*W | RFARING | LINE TABLE | |
| | 12.93 | 9,82" | 27.36 | 23,01 | 35,95 | 10,10 | 23.75 | 30.78* | 24,05" | 15.87 | 36.18 | 10.78* | 25,15 | 29,81* | 11.36 | 35,821 | J:,80° | 34,85 | 24.50 | 38,75* | 35.JB* | 12.J7 | 22.24" | 35,45" | SINIE:0 | | |

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| | | CUR | CURVE TABLE | | |
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| CURVE | LENGTH | RUSUS | DELTA | BEARING | CHORD |
| ŋ | 404.05 | 2,183,00 | 12*46'41* | M24-24:21.W | 485,64* |
| សួ | 359,95 | 2,173,30 | 9*23'27" | \$85*49'38fC | 350.54 |
| ß | 846.34 | 2,173,00 | 22*18*56* | 579°24'54'E | \$41.00 |
| Cab | 14,93" | 2,1771.00 | 2"22"27" | 3,Ch3te185 | 14.03 |
| | | | | | |



BOUNDARY LINE 24.09 (RT.)
CENTERLINE CREEK

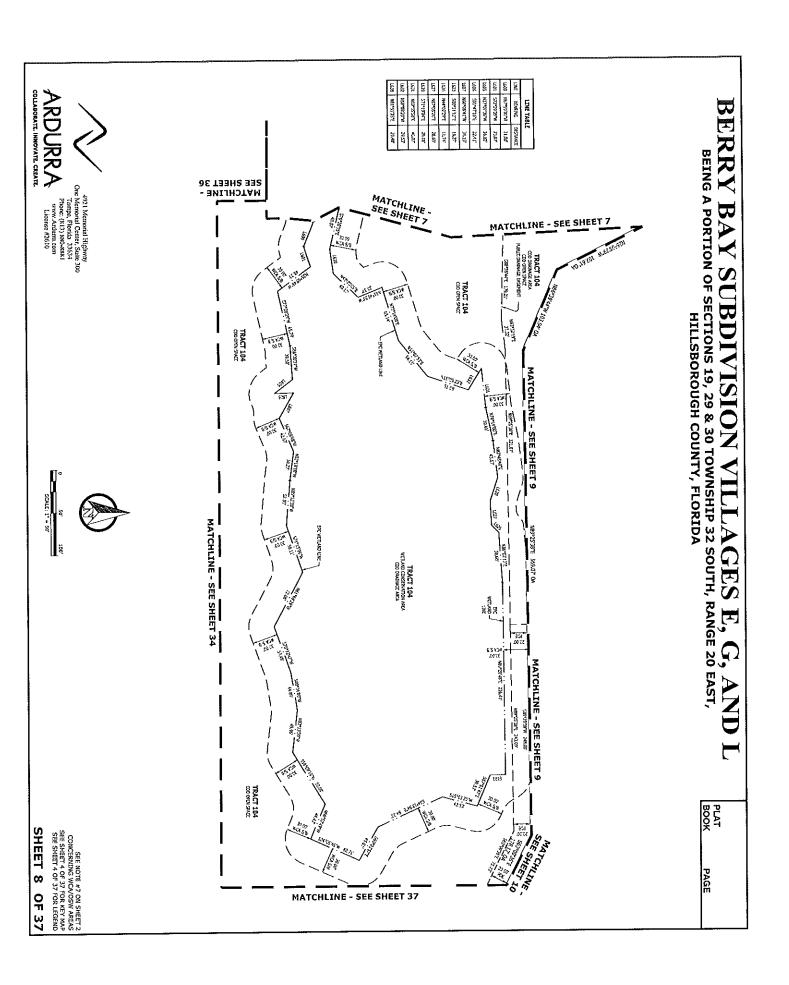
TRACT 104 CDD WCA

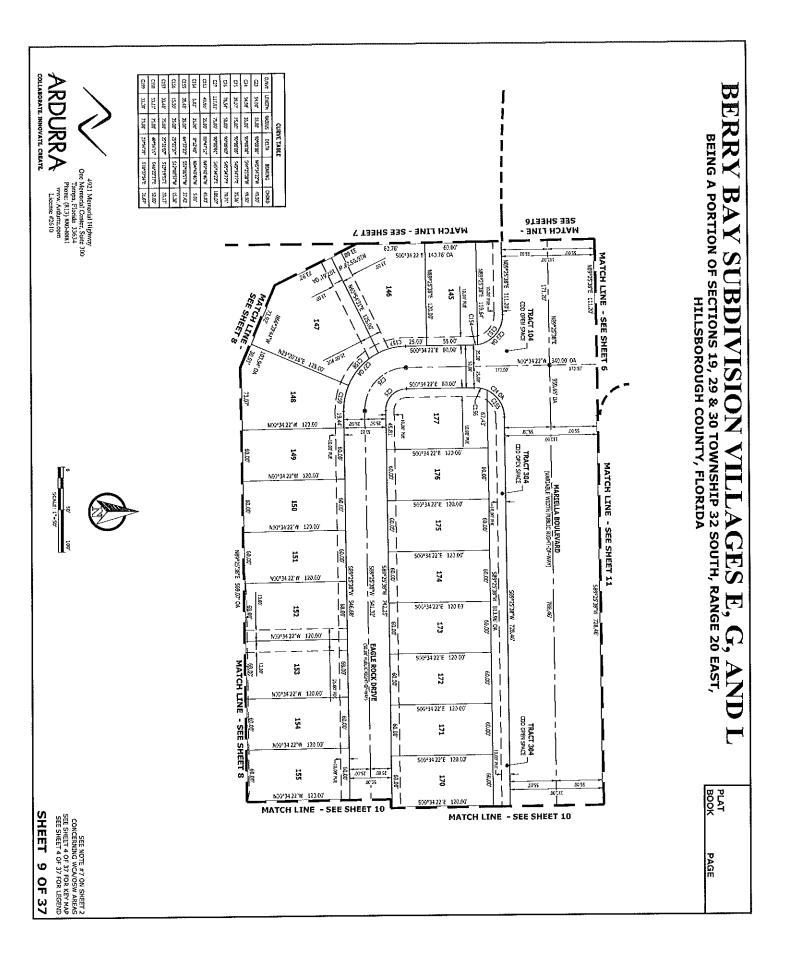
*SEE WETLAND NOTE #7 ON SHEET 2 SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

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ARDURRA COLLABORATE, INNOVATE, CREATE,

SHEET 7 OF 37





MATCH LINE - SEE SHEET 9 MATCH LINE - SEE SHEET 9 MATCH LINE SEE SHEET 8 **ARDURRA** COLLABORATE INNOVATE CREATE. 500°34 22°E 120.00 BERRY BAY ķ 169 N00°34'22'YF 120.00 112 500°34'22'E 120'00 BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA N89°25'38"E MARIELLA BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) 157 MATCH LINE - SEE SHEET 11 S89°25'38"W 728,46' 168 .00' 80'52.28.M. 813'38., CV 4921 Memorial Highway One Memorial Center, Suite 300 Tampa, Flordia 33634 Phone: (813) KKO-KKN1 kwww.Addum.com License 42610 M16°2252'E 141.32(N3) 60.00" S89°25'38"W 742.25' 589*25'38"W 728.46" 789.46 959.65 OA S00*34'22'E 120 07 3 158 \$50°34'22'E 120.00 159 **SUBDIVISION** 60,00 56 500°34'22' E 120 G EAGLE ROCK DRIVE 0355 29 55 10,00° PUE 160 165 22.38 WATCH LINE 514*11'40'W 154 161 I Mason I MATCH LINE - SEE SHEET 11 20.30' PDE 162 VILLAGES 163 TRACT 304 CDD OVEN SPACE 1/00°19°20°E 240,00 OA MATCH LINE - SEE SHEET 37 SEE SHEET 37 1118 SEE DETAIL "D" 22 E, G, MARINE GRASS DRIVE (5) 10 P.SEC. KEST C6-44) (6) 10 P.SEC. KEST C6-44) (6) 10 P.SEC. KEST C6-44) (6) 10 P.SEC. KEST C6-44) (7) 10 P.SEC. KEST C6-44) DETAIL "D" AND L S89°40'40"E SEE SHEET 11 MATCH LINE L316 N74°3G'11°W LINE TABLE E SEARING DISTANCE LINE TABLE 119,72 MANICE ACH 3,02,51,000 MATCH LINE - SEE SHEET 37 7.75 38,41 2,057.00 54.84 2,045.20 299.24" 2,160.27" BOOK BOOK 35.00 SEE NOTE #7 ON SHEET 2 CONCERNING WCA/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND 2,112.00 **SHEET 10 OF 37** CURVE TABLE 7856127 ,10,99 už JULIU . HOT-23'56'W PAGE 3,9C,EC,RPN N64*07*43*W M.RL.11.68R M.0045,990 M.85,9542.N W.57.72.9b% 225.25.45g 245.82.04.E 1124°08'17'E N65*51'47"W 299.00

MATCH LINE -**ARDURRA** COLLABORATE, INNOVATE, CREATE BERRY BAY BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA SEE SHEET 6 MATCH LINE -4921 Memorial Highway One Memorial Center, Suite 300 Tampa, Florida 33634 Phone: (813) 880-8881 www.Actdura.com License #2610 MATCH LINE - SEE SHEET 9 S89-25'36'W 728.46 85124 3000 **SUBDIVISION** MATCH LINE -SEE SHEET 6 PARCEL 401 CDO OPEN SPACE CDO DRAINAGE AREA 1377 1971 \$30°24'00" 130.00" TRACT 101 CDD OPEN SPACE N00°14'49'fr 101.79' 2680,91' OA SECTION 1/4) KIH DDUNDARY OF SECTION 30-32-20 NASE-38758"E 1334-05" 858 N89*40'01'T 55.97 UNPLATED NEWSASSING NEWSASSING 535729127W 590734727E N62*26'26'E 11.10' A1'16 3.01.17,69N NEC 4. TOWN 220423.16.M LINE TABLE NB9-41'25'W 72.58' A,TBSC.8TS MATCH LINE - SEE SHEET 10 VILLAGES E, TRACT 102 CDD DRAINAGE AREA CDD OPEN SPACE PUBLIC DRAINAGE EASEMENT VB9°45'11"E 548,87 g 49.07 35.46' 317.52' 2,167.00' 290.24" 2,160.27" 745617" 59.58 35.60 97-33'00" NAS-33'36'T 52.65 N89-75'8" 39-76' CURVE TABLE 271,41 340-16.34.1 N05*37'09"W 255.02 BEARING CHOR NOTITE * MARINE GRASS DRIVE 37142 (5) 00' PUBLIC RIGHT-OF-WAY) \$2001333W 154.93 ç Ç 30,00 390,74° 5 500°19 20 W 630.69' 522'94 toe (1921) UNPLATTED 氢 POINT 'C" PARCEL 403 PRIVATE DEVELOPMENT AREA TRACT 103 CDD DRAINAGE AREA CDD OPEN SPACE PUBLIC DRAINAGE FASEMENT - WICK SATE STATE PLAT BOOK SHEET 11 OF 37 UNPLATTED SEE NOTE #7 ON SHEET 2 CONCERNING WCA/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND LR67 PAGE MATCH LINE - SEE SHEET 12

BERRY BAY SUBDIVISION **ILLAGES** (T) G, AND L

BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

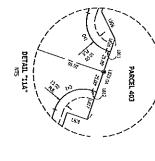
PAGE

MATCH LINE - SEE SHEET 11 56CTICA 23-32-23 56CTICA 23-32-23 550°10N 19-37-20 SECTION 22-12-20 FCM 4°X4", NO ID (DEMAING BASIS)
CCR #096176 MORTH ROUNDARY OF STCTION 29-33-30 POINT OF REGINNING
NW CORNER OF SECTION 29-32-20
ALSO BEING NE CORNER OF SECTION 30-32-20 WCA 5/6 LINE XIES 28-43'E 496-32' UNPLATTED PARCEL 403
PRIVATE DEVELOPMENT AREA 多国会 NS9728143"E 210.49" UNPLATTED MATCH LINE -SEE SHEET 13

| 1.23 | LB70 | 1869 | 1837 | 7036 | 1035 | Ę | 1833 | เมเร | 1JUJ1 | OEB | ŝ | 1828 | U27 | 328 | 1325 | Mt2 | LI II | 1208 | LSD6 | 1905 | LINE | ľ |
|--------------|-------------|-------------|--------------|-------------|------------|-------------|-------------|-------------|--------------|------------|------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|-------------------|
| NJID°24'D4'T | V83.25,53.L | 575/45/33/1 | \$89*56'47*E | 58;*21'38'[| 147,42,60% | 585*56'47*E | 589+56'47*E | NB9"55"47"W | M. LP.19.ERN | NB3*5642*W | W11.55,58N | MB3#5CM7*W | N71*04*57*W | 371*04*57*E | 571"04"37"E | 214,25,034M | N18#55/53*C | 3,CC.55487N | 3,50,55,69H | 571*04*57*E | SNIAVBO | The second second |
| 16,15 | 48.72 | 41,42 | 120,201 | 50,57 | 50,40* | 240.30* | 123,10 | יסמיסבו | 50,30 | 240,00' | 50,13' | 90,00* | 33,91 | 16.21 | 100,12 | 5.00" | 5.00 | 25,00" | 35,36* | 35.13' | DISTANCE | |
| | | | | | | | | | • | | | | | | | | | | | | | _ |
| | | | | | | | | Γ | g | g | g | 9 | 3 | 8 | 8 | 9 | Ç. | 2 | 8 | ū | ΗÜ | Г |

| | | S S | CURVE TABLE | | , |
|-----------|---------|-----------|-------------|-------------|---------|
| 3 | FLOUT | SUIDAN | ALTHO | DEMING | CHORD |
| ** | 30,00 | .00'50 | 400,004.00 | JLCO,SSeCON | 49.50 |
| * | 54.90° | 35.00* | 90-00'00 | 375,10,325 | 49.50 |
| E | 54,9B* | 35,00" | 90°90'00' | 567555378 | 49,50 |
| 2 | 39.48* | 35.00° | 64*37*27* | N387467157W | 37.42 |
| 75 | 154.15 | 1,618,00 | 16*64*55* | 579707'24'8 | 452.66 |
| 83 | 514.60* | 1,563,00' | 18"53"50" | 580*30'52*E | 512.28 |
| 82 | 404.201 | 1,500,007 | 15*21'26' | 575*45'40°C | 402.95* |
| 70 | 39.48 | 35,abr | 66*37*23* | N38*46*15*W | 37,42 |
| 756 | 22,42 | 30.00 | 42*49'02" | 568*43'55*8 | 21.50 |
| 157 | 22,23* | 30,00° | 42*27'07* | 568*41'51'9 | 21,72 |
| 8 | 33,34" | ימם,מני | 44*(1')7" | N67*5912"E | 22.57 |
| 266 | 71.58 | 1,500,00 | 24011 | 572*26'32'5 | 71.56 |
| | | | | | |

LINE TABLE



MATCH LINE SEE SHEET 37

SEE DETAIL "11A"

PARCEL 403
PRIVATE DEVELOPMENT AREA

229.77 TO EASENEM

\$00°03 13"W 666.55" OA

FLATIOS TTATEM PORTES TO TOTAL PORTES TO TOTAL SOLICE

TRACT 103
CDD DWAINAGE AREA
CDD OWN SPACE
PUBLIC DWAINAGE EXSEMENT

\$00003.13"N 194.64"

MATCH LINE -SEE SHEET 13

\$1.00 63.56 3518 71.45 3.16 55.105 63.56 3518 71.45

45'11"E 973.57



MATCH LINE . SEE SHEET 17

SEE NOTE #7 ON SHEET 2
CONCERNING WCA/OSW AREAS
SEE SHEET 4 OF 37 FOR KEY MAP
SEE SHEET 4 OF 37 FOR LEGEND

SHEET 12 OF 37

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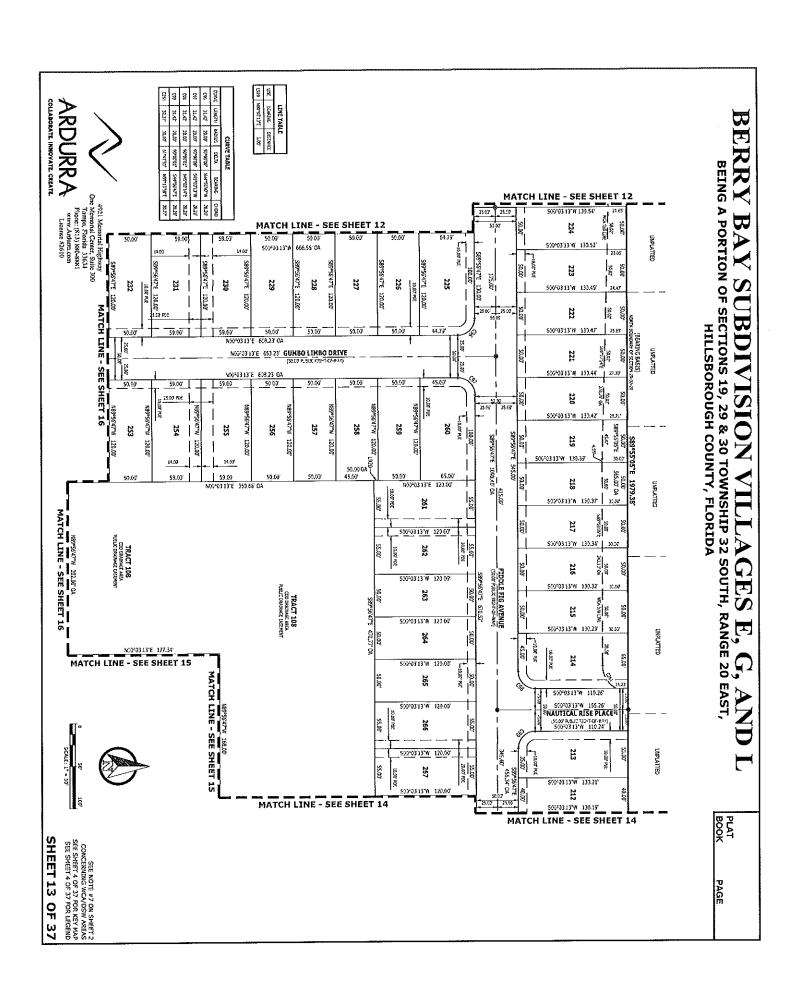
MATCH LINE SEE SHEET 30

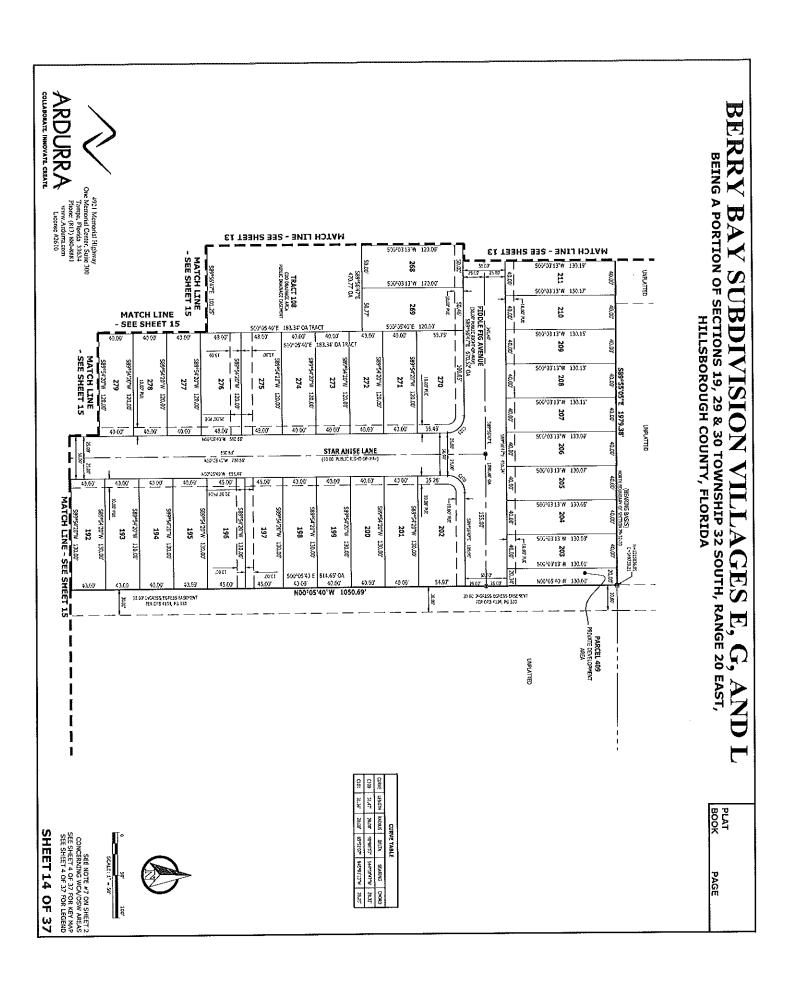
PO AN SOLIS SELEN

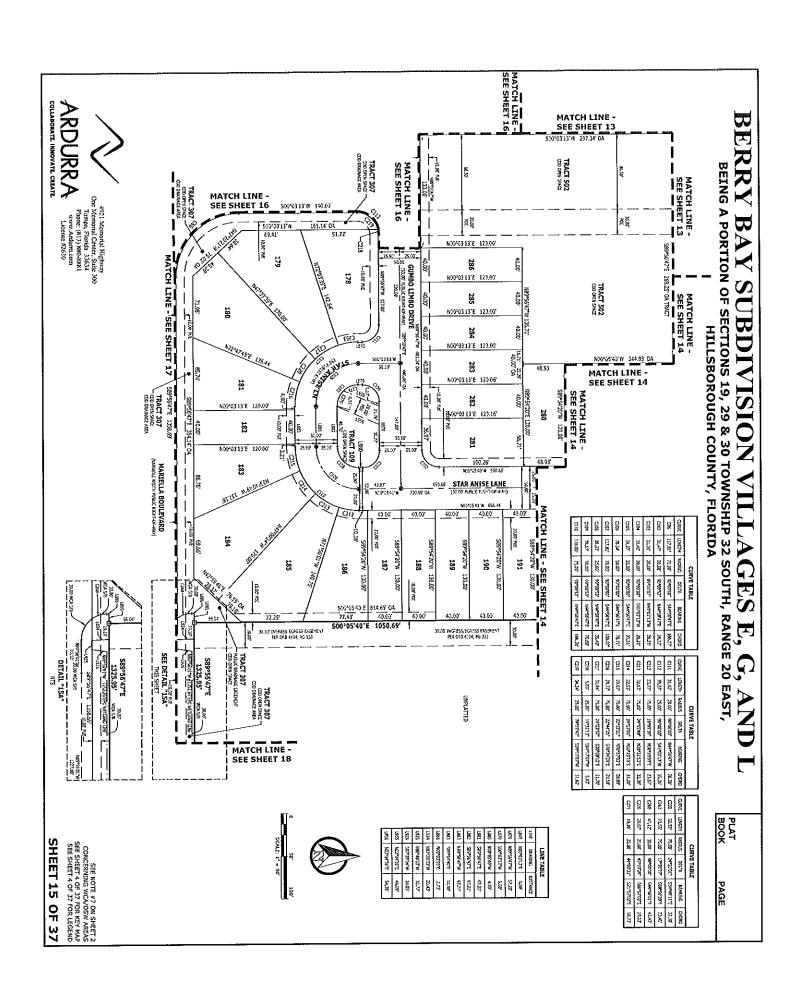
RACT 306

_ TRACT 306 CDD OPEN SPACE

MATCH LINE -SEE SHEET 16





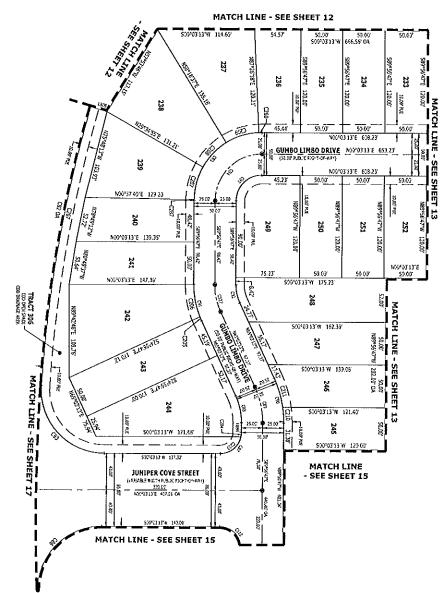


BERRY BAY SUBDIVISION VILLAGES E, G, AND L

BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

PAGE



| | | ı |
|----------|-------------|------|
| 11,30, | H.LT.JS-KEN | CJB4 |
| 20.00 | M.35.11.915 | 909 |
| DISTANCE | DISDOTE | K |
| h | LINE TABLE | |

| 55 | CURVE TABLE | | | | | | 잁 | CURVE TABLE | | |
|-----------|-------------|---------------|---------|---|-------|--------|----------|-------------|---------------|--------|
| RADIUS | DELTA | DEMONG | CHOIND | | CURVE | HENCIH | STRONG | DELTA | DNIBASO | DYDRO |
| 1,500.00* | 92.7.51 | 1.05,53-,925 | 402,99 | _ | C127 | 32.72* | 75,0D° | 75*40'00" | H77-33'13'E | 32,47* |
| 75,00* | 33°30'24" | 3,52,80,911 | 109,261 | | 9 | 34.24 | 25.00 | 78*27'47" | N39*30'40'W | 29.11 |
| .00°C. | JP1.00-016 | 3,24,95-175 | 106,07 | | 224 | 5.031 | 25.00° | 114334134 | Made 35 and M | 5.03 |
| 25,00° | 20,00,40c | Male Science | 35.36 | | ದರ | 4.81 | 100.00* | 24526 | 3,21,52,898 | ,1E* |
| 75,00 | 25*00'00" | 577°33'13*W | 32.47* | _ | C206 | 30.82 | 100,00 | 22014/42 | 1178*55'52"E | 38,56 |
| 100.00° | 25*00'00* | 577"33"13"W | 43.29 | _ | C207 | 39.9G | 10706 | 28-3715 | 574*43'43*E | 19.55 |
| 125.00* | 25"00"00" | W.C1,CC., LCS | 54.11' | _ | CT08 | 40.11* | M6.D0* | 21143'42" | \$46*03"14*E | Jo.49' |
| 100,00 | 50,00.0E. | B,ET,EE,LLN | 43.29* | _ | COD | 40.07 | B0.00' | 29*07*2* | 217107321 | 40,73 |
| 30.40' | 25"00"00" | 3)7:73713″E | 21,64 | _ | ũ | 18,69* | 125,00° | 70,PE.9 | 505*46'12"W | 10,60 |
| 10,00 | JD2.00.256 | SHARKASE. | 113.14 | _ | B | 35,80 | 125.00* | 10725'53" | 573*16'19"W | 25.72* |
| 15,00 | 90°00'00" | 24476477 | 77.78 | _ | 13 | 3,65* | B0.00* | 25655 | SUPLEME | 105 |
| 10,00' | ,00.00,06 | SAMS647T | 42,42* | _ | 09 | 322.62 | 1,588,00 | 12*1815* | 580°D7'L5"E | 331,94 |
| 25.00° | JD,000,D6 | 545°03'11"W | 15.36 | _ | 217 | 1.27* | 40,E0' | D-54/26* | 589*29"34"E | 127 |
| | | | | | | | | | | |

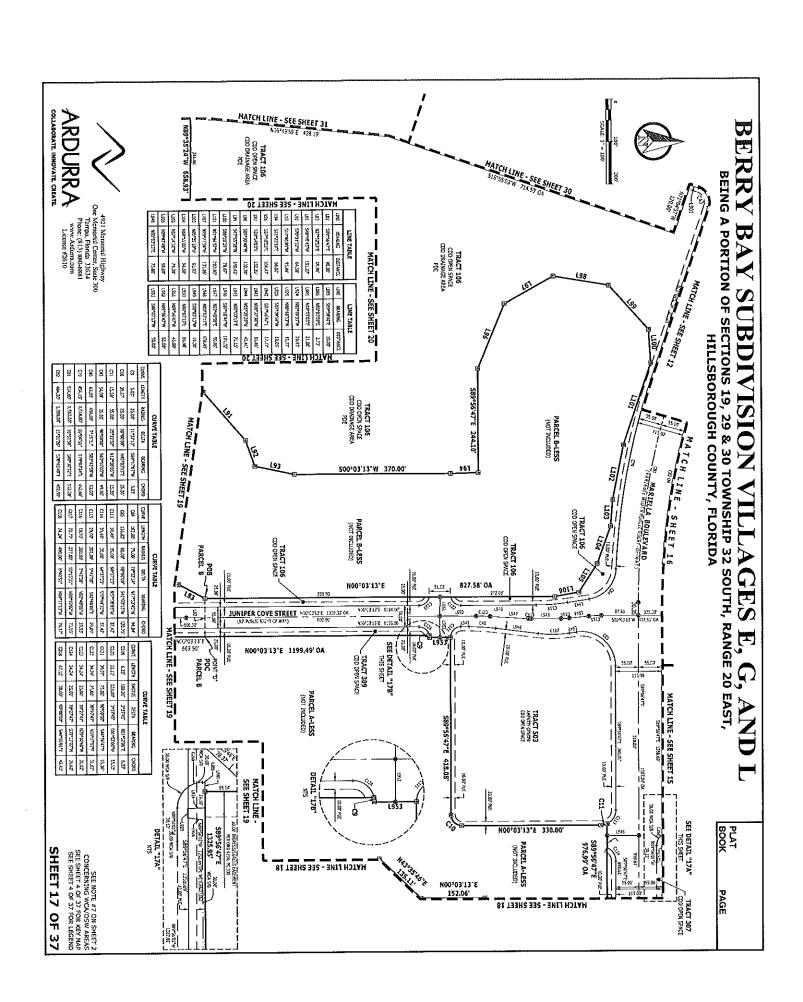
000 33,24 000 43,60 000 54,54 001 43,60 001 125,60 001 125,60 004 66,39 005 47,12

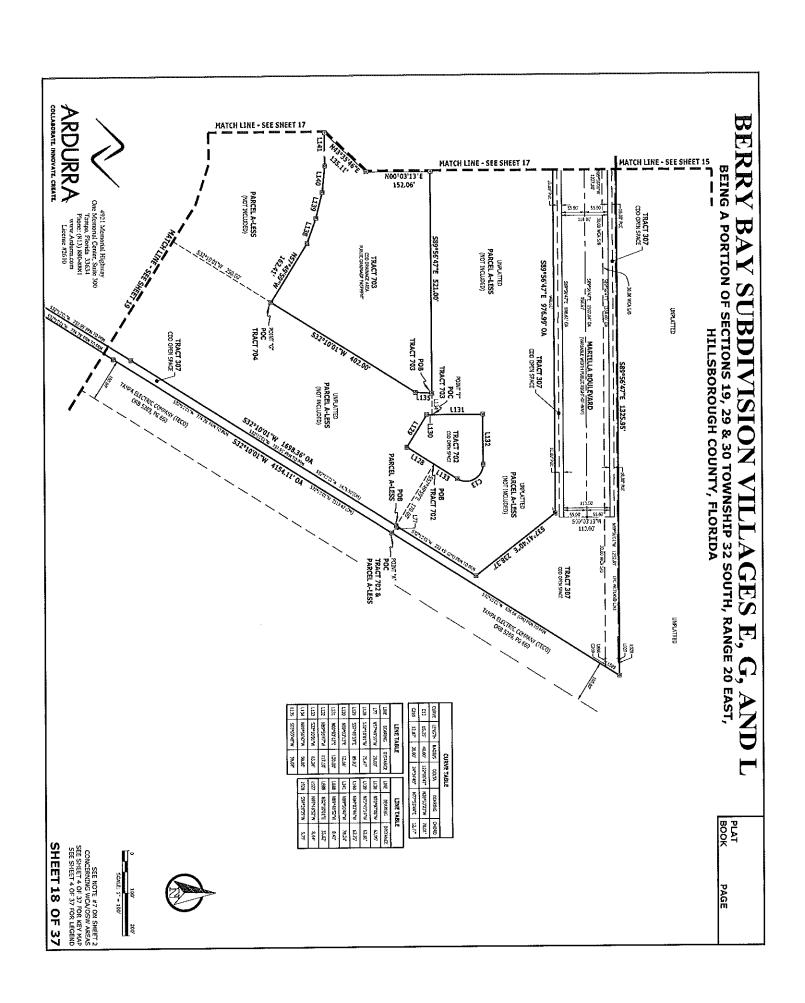


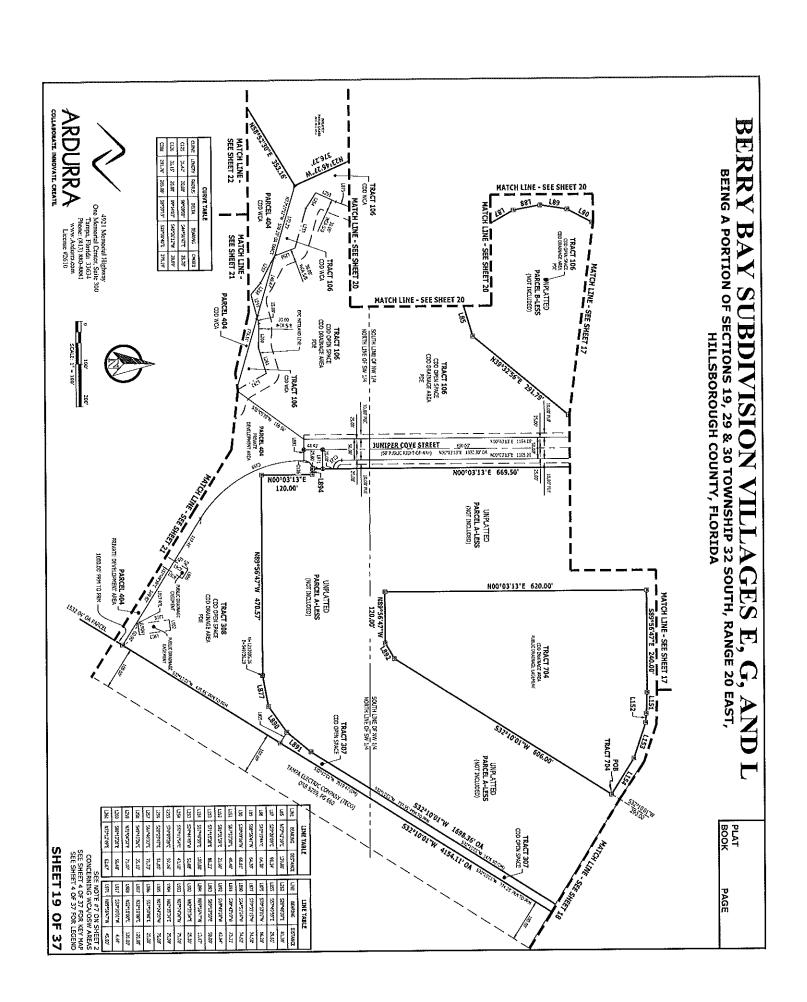
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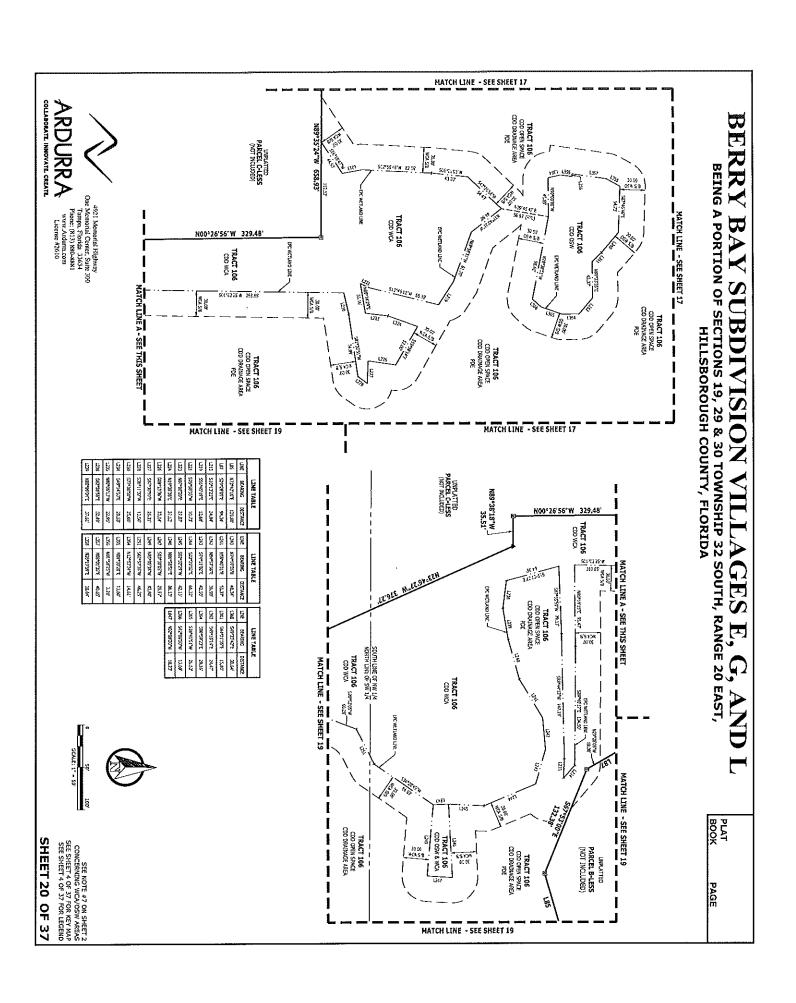
SEE NOTE #7 ON SHEET 2 CONCERNING WCA/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

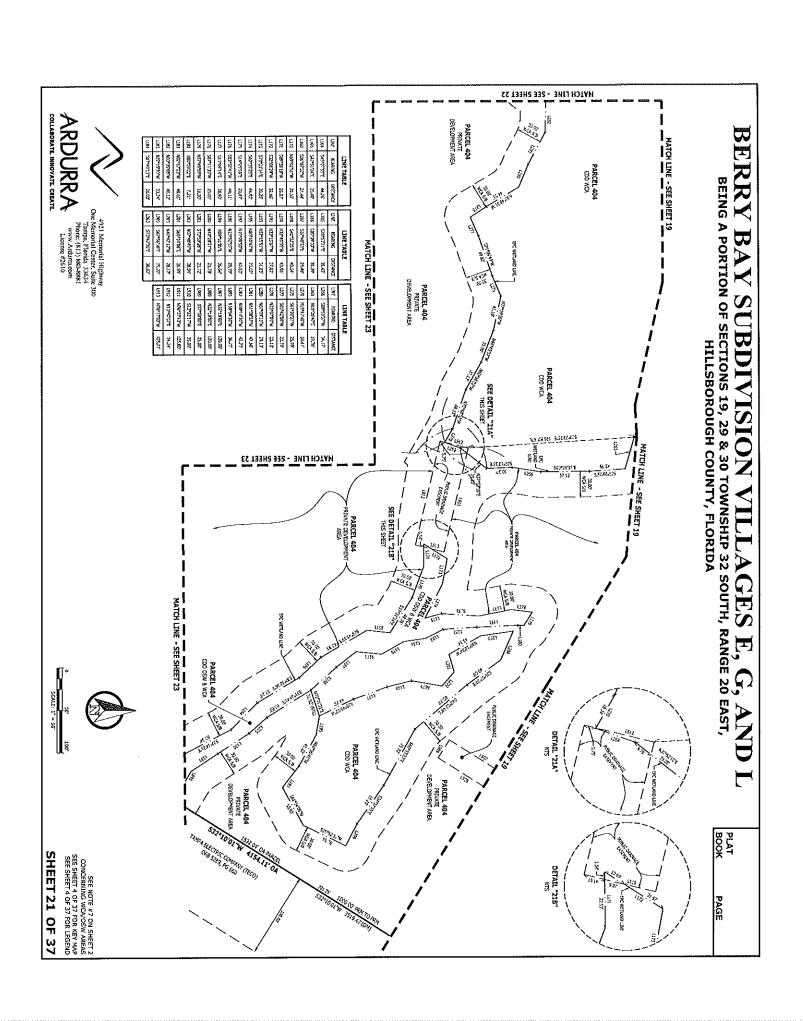
SHEET 16 OF 37

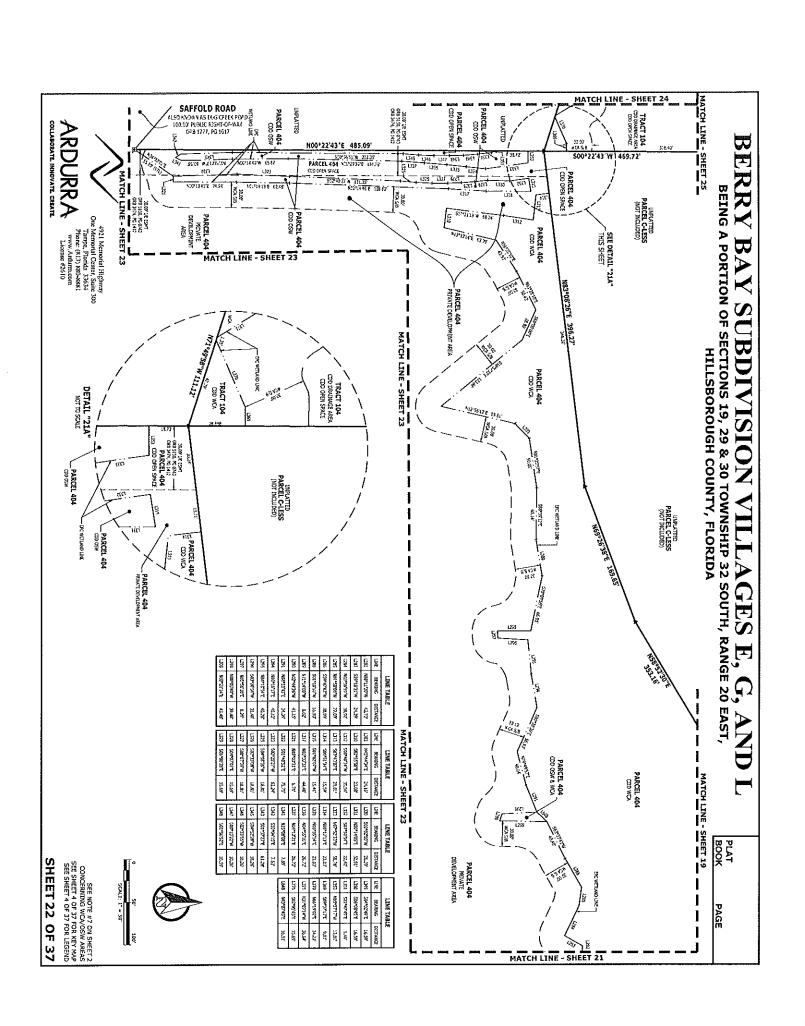


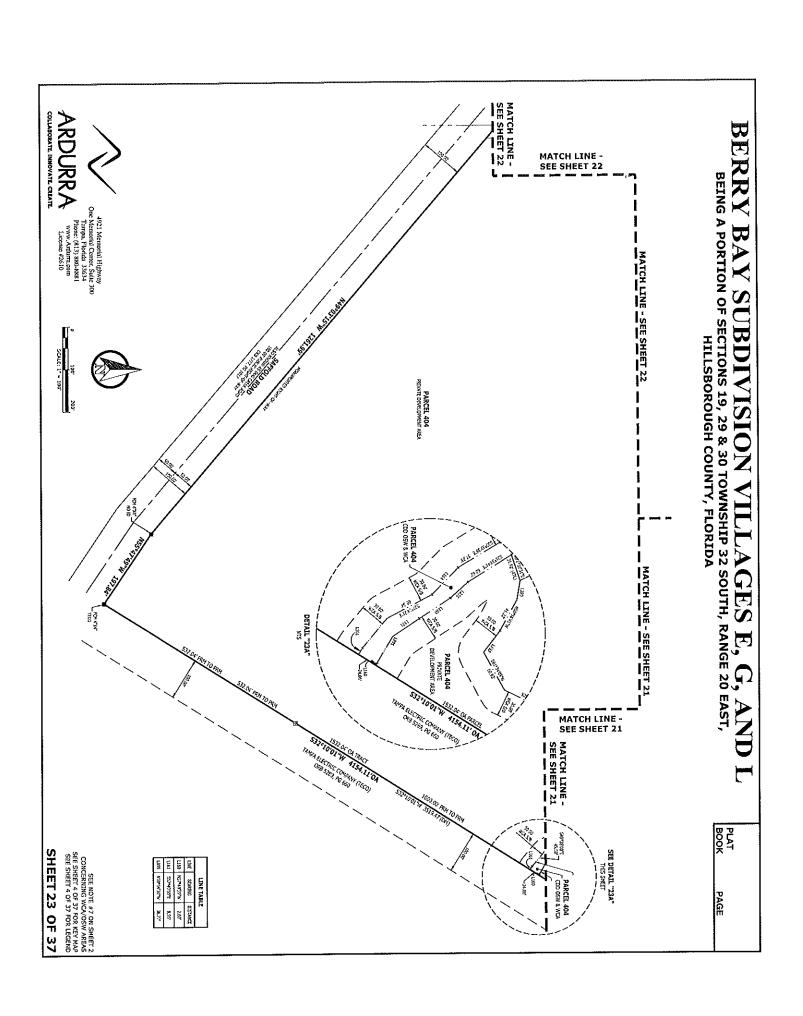


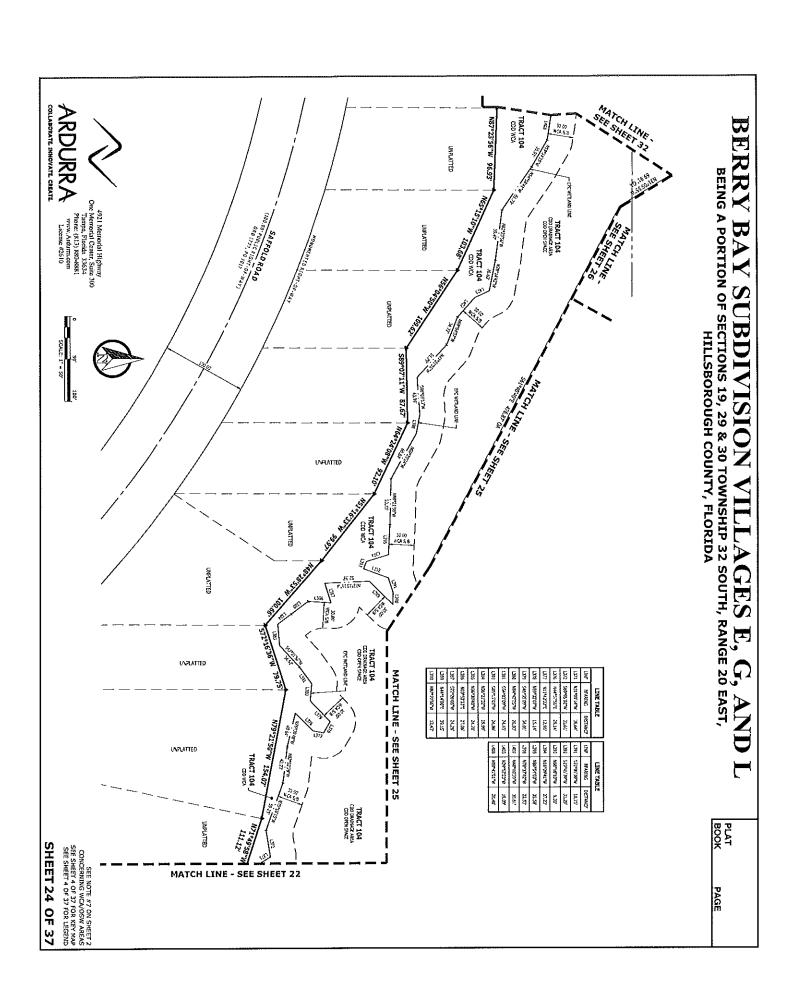










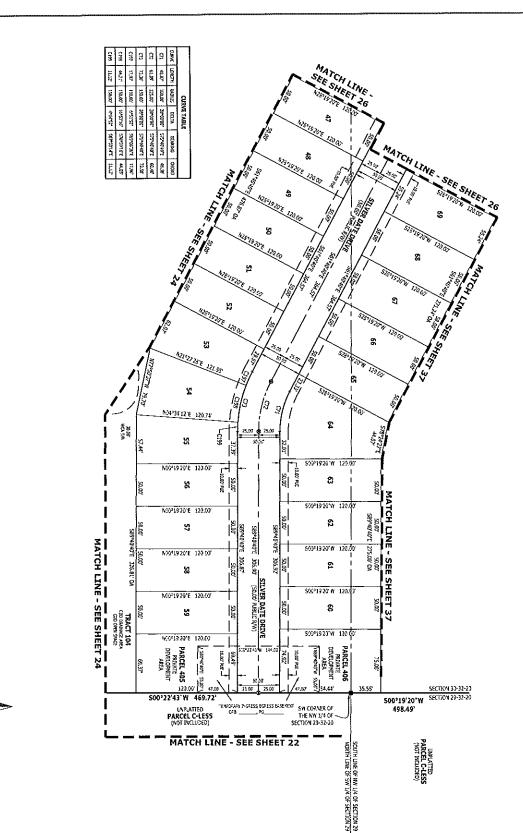


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BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
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BOOK AT

PAGE





SEE NOTE #7 ON SHEET 2 CONCERNING WCA/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

SHEET 25 OF 37

COLLABORATE, INNOVATE, CREATE,

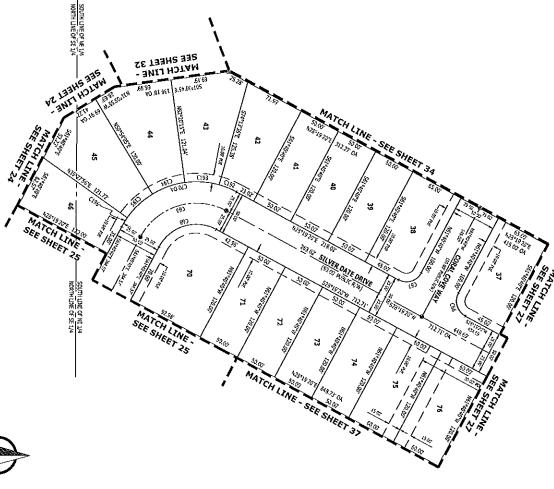
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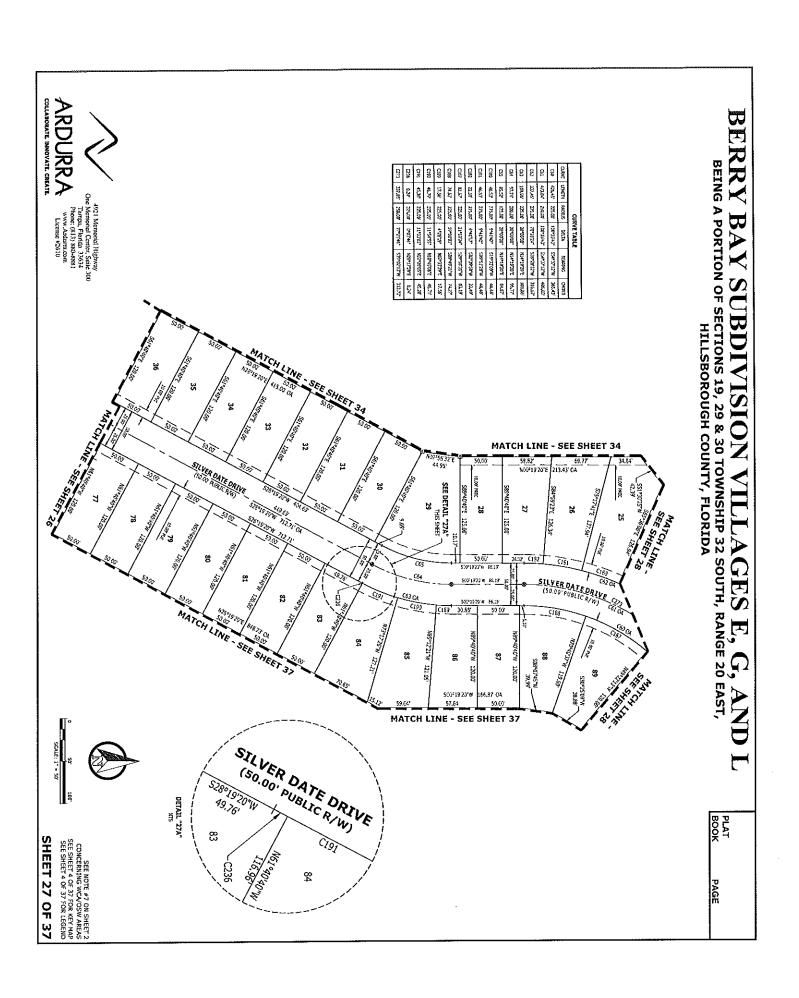
BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA VILLAGES E, G, AND L



SHEET 26 OF 37 SEE NOTE #7 ON SHEET 2 CONCERNING WCA/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

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BOOK FAG

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32500 324834 2514355 A0522 250,000 108*3543* 275,00 22 MATCH LINE - SEE SHEET 37 569°19'43"W 27,91" 59,00 425,81°0A MATCH LINE - SEE SHEET 29 \$89°40'40"E 120,00" 10'40'E 8 5 18 17 5 120,00 120,00' 10,00° PUE PLUMERIA DRIVE 120°1328°E 44314 မှ TIME SEE SHEET 29 33 15.00 P. S MATCH LINE . SEE SHEET 37 114-33.02.E 110'63 TRACT 501 SECTION 33-32-23 SECTION 29-32-23 WHITE THE SOLD PINK HIBISCUS PLACE MATCH LINE. SEE SHEET 30 132 133 MATCH LINE - SEE SHEET 30

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SHEET 28 OF 37

BERRY BAY **SUBDIVISION** VILLAGES E, Ç AND L

BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

BOS A

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MATCH LINE - SEE SHEET 37 ü 00781 3.65 E1:905 5 TRACT 501 SECTION 37-32-23 SECTION 27-32-23 Po SE 1887 3 ACHOLIS MATCH LINE -SEE SHEET 30 \$16-3503 W 120 M MATCH LINE . SEE SHEET 30

| | | Ę | CURVE TABLE | | |
|-------|---------|---------|-------------|--------------|--------|
| CURVE | HLSNET: | RADIUS | DELTA | DINING | CHDRD |
| 245 | 31.42 | 20.02 | 40,00,00,00 | J.EGS.CON | 20,26 |
| 840 | 31.42 | .40'02 | .00.00.06 | 263-5500-W | 36,85 |
| 9 | 27.42 | ,40°02 | 00.00.06 | M_C5,906,90H | 20,26 |
| ß | 189,53 | 160.00' | 106-25/43* | 554-3712-14 | 167,41 |
| ß | 31,501 | 75,90 | 108*35'43* | 254*37*12*W | 121.61 |
| g | 94.77 | 50.00 | 108*35'43" | 554737727W | 11.21 |
| CIZI | 15,50 | DOTE | 25-22-37 | 3-51,CT+90N | 15,38 |
| 77.0 | 47.38 | ,60°d0T | 95,804,2 | M-SC-00, MSN | 46.94 |
| CLZ | 42.38 | 100,00 | 27*08'56' | AL60.31.895 | 46,94 |
| C174 | 47.38 | 100,00° | 35,60,40 | 241403444W | 46.94 |
| 9 | SE.27 | 100,00 | 35,80042 | ALBRESATIS | 46,94 |

SEE NOTE #7 ON SHEET 2
CONCERNING WCA/OSW AREAS
SEE SHEET 4 OF 37 FOR KEY MAP
SEE SHEET 4 OF 37 FOR LEGEND

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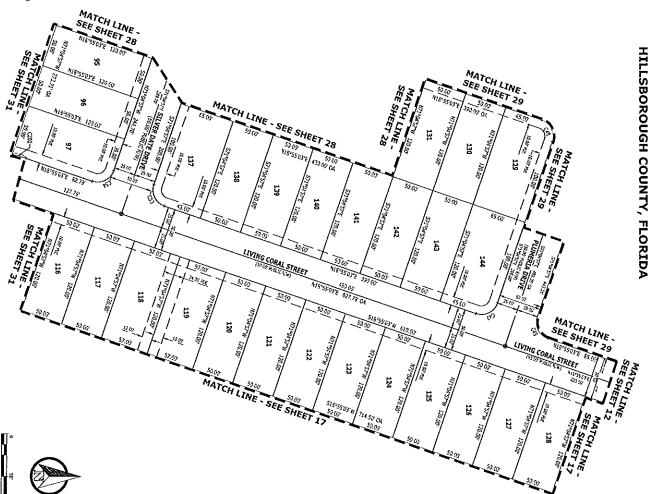
SHEET 29 OF 37



BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

BOOK A

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28.00 100

CURVE TABLE

SHEET 30 OF 37 SEE NOTE #7 ON SHEET 2 CONCERNING WCA/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

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BOOK T

PAGE

| - 1 | | SE | CURVE TABLE | | | | LINE TABLE | 'n |
|-----|--------|---------|-------------|--------------|--------|-------|-------------|----------|
| | LENGTH | STIGNE | VIJED | DEARING | CHORD | LKE | BEARING | DISEANCE |
| - 1 | 7.21 | 75,00 | ,00.00.s | M.SC.MGEDS | 7,21* | 1857 | 1975.E | 1204 |
| | 12,02 | 22, 10 | .00.00.5 | ALSE, HOLEDS | ,10°7; | 1959 | 200*19/20W | 44,00 |
| - 1 | 22,04" | 100,00' | ,C1,SB-CT | MAZZZZATIS | 22,79* | 1,960 | S00=19/20"W | 44.28 |
| | 26.55 | 125.10 | 13*95'13* | 512*22*27*W | 28,49* | 1961 | 500*24'36"W | 47,34' |
| | 34,26 | 150.00* | 13'65'13" | 512#22*27*W | 24,19 | | | |
| | 8.49 | 125.DI | 3*5333 | 503*53'64'W | 8,49* | | | |
| | 17,02 | 150.00* | 4.10.01. | 509*04'51'W | 17.01 | | | |
| | 9.61 | 100.00 | 200,000 | 503*04'35'W | 9.61 | | | |
| | 1.53 | 400,521 | 7,295.1 | M,89,20.105 | 3,53 | | | |

| | | MATC | CH LINE - SEE SHEET 37 | , | | |
|--|---|--|---|--|--|------------|
| <u> </u> / | 1951 50.64° | 57.07 M05'4; | 959E 45964 | SECTION 33-32-23 SECTION 23-32-23 | NACT 107 TRACT 107 OD OWN JACK PUBLIC DAMANG AREA | MATCH LINE |
| TEMPONARY INCRESS (FASHIBATIONS) ONS | SB9*40'40"E SB9*40'40"E PARCEL 407 PRIVATE DEVELOPMENT ARCA 120.87" | 12.00 NB40101 NB40101 | 50 007 50 007 50 007 | 50.09 | _ ਨ੍ਜ਼ੰ/# | TATCH LINE |
| SS EASIMBAT UNPL | | 120.00° | 101 S84=10/10/E 120.00 102 S84=10/10/E 120.00 | .00'021 3.01.01.6965 00'01 3.01.01.6965 00'01 66 | SEE SHEET 30 STUBE 1 30 STUBE 1 30 STUBE 1 30 | |
| UNPLATTED N89 PARCEL C-LESS (NOT INCLUDED) | C75 C75 C74 C74 C74 C74 C75 C75 C75 C74 C74 C75 C75 C74 C74 C75 C74 C75 | - LIVING CO | 0.60 5000 50.09 MS 41.57REET 52.9578 52.9578 | 59 07 59 07 9 07 59 07 | 28 25 | |
| N89°35'24"W 658 | 10.00 | 57.60 59.60 21.00 ME | 500 500 5 | | C76 | |
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MATCH LINE - SEE SHEET 37

SEE NOTE #7 ON SHEET 2 CONCERNING WC4/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

SHEET 31 OF 37

COLLABORATE INNOVATE CREATE. **ARDURRA**

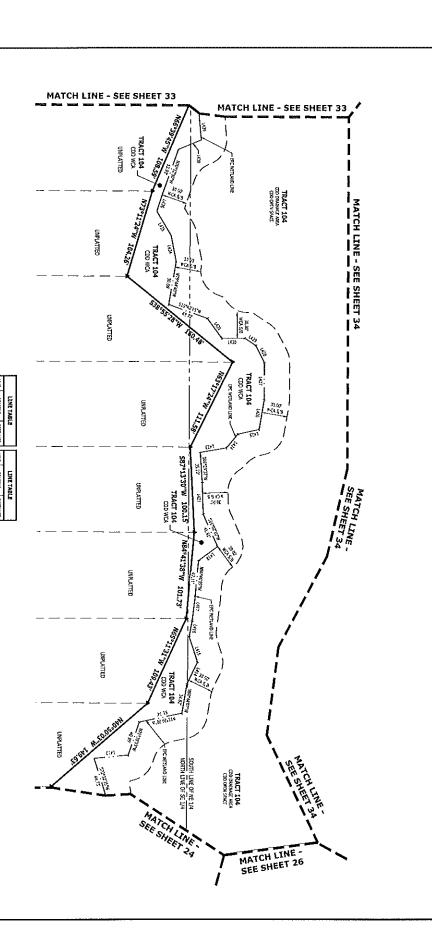
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Piloner, (41) 380-8881
www.Ardurn.com

BERRY **BAY SUBDIVISION** VILLAGES H Ģ

BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

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SEE NOTE #7 ON SHEET 2
CONCERNING WCA/OSW AREAS
SEE SHEET 4 OF 37 FOR KEY MAP
SEE SHEET 4 OF 37 FOR LEGEND

SHEET 32 OF 37

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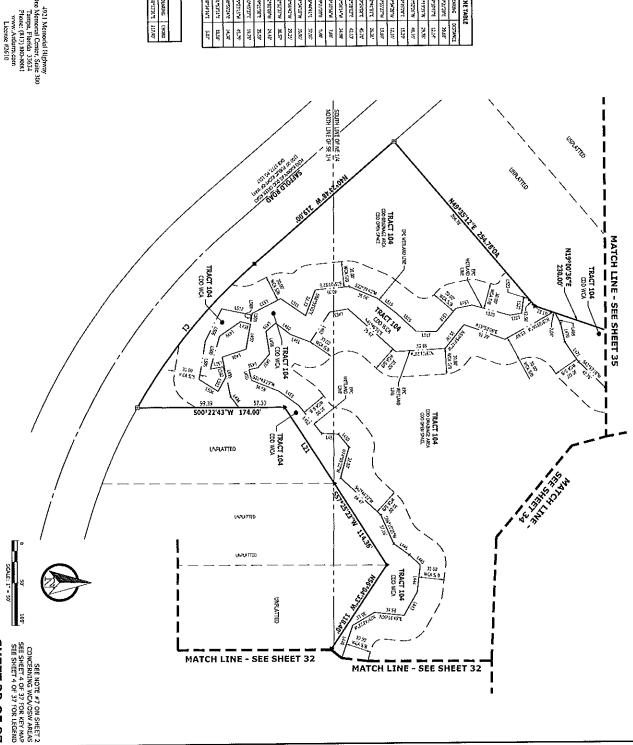
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BERRY BAY BEING A PORTIC SUBDIVISION VILLAGES E. G. ANDL

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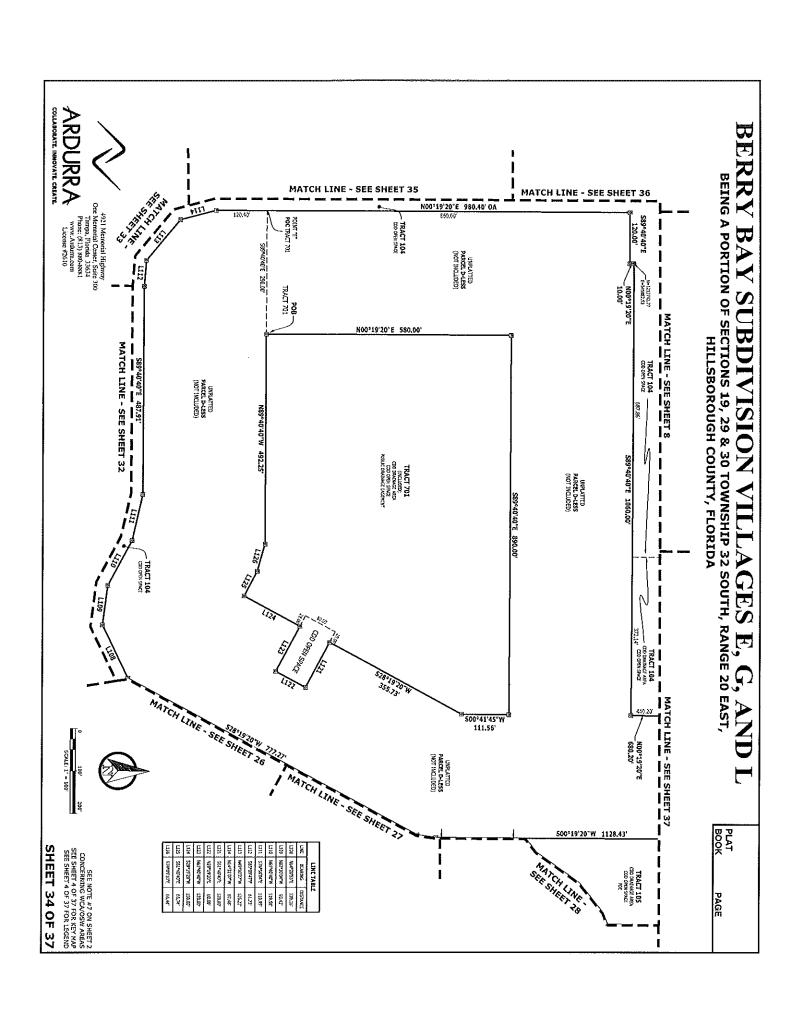
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LINE TABLE

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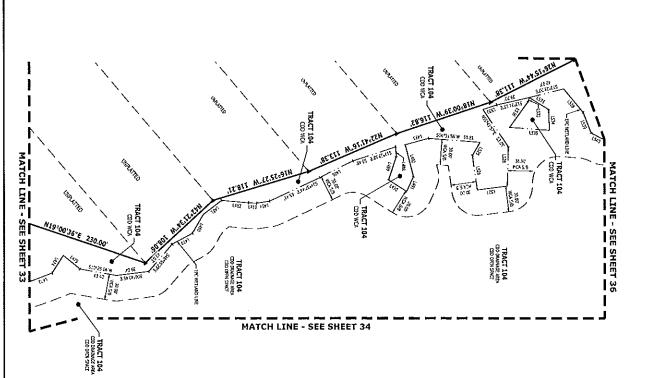
SHEET 33 OF 37



BERRY BAY SUBDIVISION VILLAGES E, G, AND L BEING A PORTION OF SECTIONS 19, 29 & 30 TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK

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MENRING DISTA LINE TABLE

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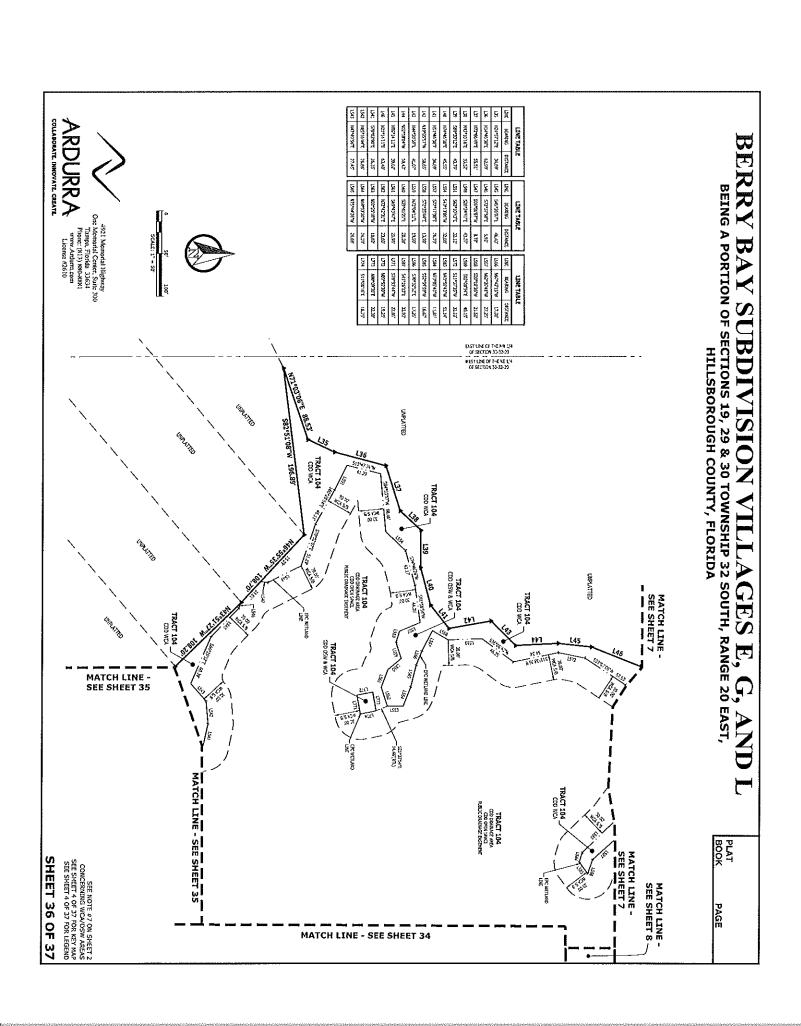
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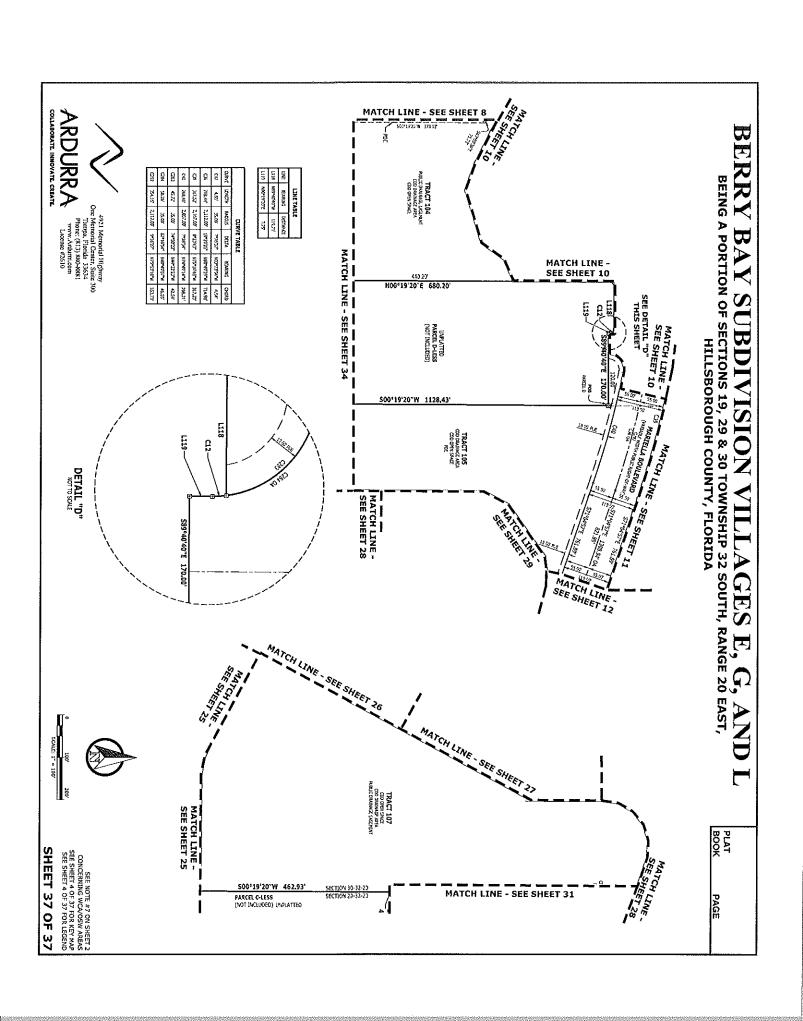
SEE NOTE #7 ON SHEET 2 CONCERNING WC4/OSW AREAS SEE SHEET 4 OF 37 FOR KEY MAP SEE SHEET 4 OF 37 FOR LEGEND

SHEET 35 OF 37

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Preparing Students for Life

FINAL - Certificate of School Concurrency

| Project Name | Berry Bay (Pods E, G, & L, only) |
|--------------------------------|--|
| 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 | 286 Single-Family Detached |
| Applicant | Eisenhower Property Group, LLC |

| | Scho | ool Concurrency Ar | nalysis | |
|-----------------------|------------|--------------------|---------|----------------------------|
| School Type | Elementary | Middle | High | Total Capacity Reserved |
| Students Generated | 56 | 25 | 39 | 120 |

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, <u>Section 5.5.2 Process for Determining School Facilities Concurrency</u>: (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 <u>elementary and middle school</u> Concurrency Service Areas (CSA's) serving this site and the adjacent <u>elementary and middle school</u> CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (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 April 2, 2021 in the amount of \$2,184,531.00 thereby satisfying the Pods E, G and L requirement to construct elementary and middle school seats to accommodate the proposed development as more particularly described therein.

Renée M. Kamen, AICP

Manager, Planning and Siting

Growth Management Department

E: renee.kamen@hcps.net

P: 813.272.4083

September 7, 2021
Date Issued