

Berry Bay III Community Development District

March 05, 2026

Agenda Package

TEAMS MEETING INFORMATION

[Join the meeting now](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

2005 PAN AM CIRCLE SUITE 300
TAMPA, FLORIDA 33607

CLEAR PARTNERSHIPS



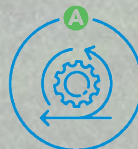
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Berry Bay III Community Development District

Board of Supervisors

Carlos de la Ossa, Supervisor
Nicholas Dister, Supervisor
Angie Grunwald, Supervisor
Ryan Motko, Supervisor
Roy Mazur, Supervisor

District Staff

Brian Lamb, District Secretary
Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Rollamay Turkoane, District Manager

Meeting Agenda

Thursday, March 05, 2026 at 2:00 p.m.

The Landowners Election and Regular Meeting of the **Berry Bay III Community Development District** will be held **March 05, 2026, at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.** Please let us know at least 24 hours in advance if you are planning to call into the meeting.

[Join the meeting now](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

LANDOWNERS ELECTION/MEETING

1. CALL TO ORDER
2. APPOINTMENT OF MEETING CHAIRMAN
3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATION
4. ELECTION OF SUPERVISORS
5. OWNERS REQUESTS
6. ADJOURNMENT

THE REGULAR MEETING OF BOARD OF SUPERVISORS

CALL TO ORDER/ROLL CALL

1. PUBLIC COMMENTS ON AGENDA ITEMS
2. BUSINESS ITEMS
 - A. Consideration of Resolution 2026-26; Canvassing & Certifying the Results of the Landowners Election
 - B. Consideration of Resolution 2026-27; Declaring Officers
 - C. Consideration of Stantec Professional Services Agreement Contract
 - D. Master Engineer Report
 - E. Master Assessment Methodology Report
 - F. Bond Validation Report
 - G. Consideration of Resolution 2026-28; Declaring Assessments
 - H. Consideration of Resolution 2026-29; Setting a Hearing Date Declaring Assessments
3. CONSENT AGENDA
 - A. Approval of Minutes of January 23, 2026, Organizational Meeting
4. STAFF REPORTS
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
5. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
6. ADJOURNMENT

RESOLUTION 2026-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT (1) CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS’ ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, (2) ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS; (3) AND ALIGNING THE SEAT TERMS WITH THE NOVEMBER GENERAL ELECTIONS IN ACCORDANCE WITH CHAPTER 190.006(3)(a)2.c, FLORIDA STATUTES.

WHEREAS, the Berry Bay III Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District;

WHEREAS, following proper publication and notice thereof, the owners of land within the District held a meeting for the purpose of electing supervisors to the Board of Supervisors of the District (the “**Board**”);

WHEREAS, pursuant to Section 190.006 (3)(a)2.c, Florida Statutes, the Board is authorized to amend the terms of office for Supervisor seats for the purpose of aligning the District’s election cycle with the general election held in November; and

WHEREAS, the Board desires to canvas the votes, declare and certify the results of the landowner’s election, designate the seat numbers for the Board, and align the terms of the Supervisors with the general election cycle.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes: _____
Seat 2	_____	Votes: _____
Seat 3	_____	Votes: _____
Seat 4	_____	Votes: _____
Seat 5	_____	Votes: _____

SECTION 3. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years: 11/202__
Seat 2	_____	Years: 11/202__
Seat 3	_____	Years: 11/202__
Seat 4	_____	Years: 11/202__
Seat 5	_____	Years: 11/202__

SECTION 4. Said terms of office shall commence immediately.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED this March 5, 2026.

Attest:

**Berry Bay III Community
Development District**

Name: _____
Secretary/Assistant Secretary

Carlos de la Ossa
Chair of the Board of Supervisors

RESOLUTION 2026-27

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Berry Bay III Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the County of Hillsborough; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (the “Board”) now desires to designate the Officers of the District pursuant to Section 190.006(6), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
<u>Jayna Cooper</u>	Secretary
<u>Rollamay Turkoane</u>	Secretary
<u>Brian Lamb</u>	Treasurer
<u>Eric Davidson</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2026.

ATTEST:

**BERRY BAY III COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Print Name: _____

Secretary/ Assistant Secretary

Chair/ Vice Chair of the Board of Supervisors



January 9, 2026

Berry Bay III CDD
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
 BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT
 ENGINEERS' REPORTS**

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable, please sign the form on page 3 where required and return to our office at your earliest convenience.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

Tonja L. Stewart, PE
Senior Project Manager
Civil Engineering
Ph: (813) 223-9500
Fax: (813) 223-0009
tonja.stewart@stantec.com

Att.: As noted

January 9, 2026

TO: Berry Bay III CDD
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT
ENGINEERS' REPORTS**

OVERVIEW

1. The Berry Bay III Community Development District ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for professional engineering services to prepare Reports of the District Engineer ("Reports") as needed.
2. Support documents (i.e. legal descriptions, surveys, permits, and/or construction plans) will be provided to Consultant for preparation and/or inclusion in the Reports.

SCOPE OF SERVICES

200 Engineers' Reports

Consultant will prepare for and attend District meetings and hearings involved in the preparation of all required Reports up to and including the first Bond Issue Report of the District Engineer. Based on meetings with and documents provided by the Developer of Berry Bay III Community Development District, Consultant will estimate development public improvements construction costs and prepare all required Reports up to and including the first Bond Issue Report of the District Engineer.

201 Additional Engineers' Reports

Consultant will prepare subsequent Reports of the District Engineer, as needed for bond issues throughout the construction of the District.

FEES

The compensation to be paid to Stantec Consulting Services Inc. for providing the services described in the Scope of Services shall be as follows:

Task	Description	Fee Type (See Note)	Fee Amount
200	Engineers' Reports	Fixed	\$ 15,000
201	Additional Engineers' Reports	Fixed (Each)	\$ 10,000
Total			\$ 25,000

GENERAL CONDITIONS AND UNDERSTANDINGS

The attached "Professional Services Terms and Conditions" shall govern the agreement.

The final total fee may be higher or lower than the estimated fee and shall not be limited to the estimated fee. Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

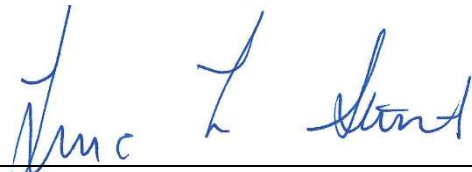
E-Verification

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant, and the Consultant will immediately terminate its contract with the subcontractor.

- c. If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.



Tonja L. Stewart, P.E.
Senior Project Manager

January 9, 2026

Date

Berry Bay III Community Development District, Title

Date



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

Description of Work: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

Terms and Conditions: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Compensation: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

Notices: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

Termination: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

Environmental: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

Professional Responsibility: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

Indemnity: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

Limitation of Liability: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

Documents: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Field Services: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

Governing Law/Compliance with Laws: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

Dispute Resolution: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

Assignment: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

Severability: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

Contra Proferentem: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

Business Practices: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2026

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$127.00
Level 4	\$138.00
Level 5	\$158.00
Level 6	\$162.00
Level 7	\$174.00
Level 8	\$184.00
Level 9	\$190.00
Level 10	\$198.00
Level 11	\$214.00
Level 12	\$226.00
Level 13	\$237.00
Level 14	\$250.00
Level 15	\$264.00
Level 16	\$291.00
Level 17	\$302.00
Level 18	\$308.00
Level 19	\$320.00
Level 20	\$332.00
Level 21	\$352.00
1 Person Field Crew	\$150.00
2 Person Field Crew	\$208.00
3 Person Field Crew	\$265.00
4 Person Field Crew	\$327.00

*Rates subject to annual increase.

Unit billings, such as printing and survey materials, will be billed at standard rates.

All other out-of-pocket expenses will be billed at cost +10%.

**Berry Bay III Community
Development District**

Master Report
of the District Engineer



Prepared for:
Board of Supervisors
Berry Bay III Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602

March 5, 2025



1.0 INTRODUCTION

The Berry Bay III Community Development District ("the District") encompasses approximately 506.519 acres in Hillsborough County, Florida. The District is located within Sections 15 and 16, Township 32 South, Range 20 East and is generally located along S. County Route 579, south of State Route 674 and east of Bishop Road.

See Appendix A for a Vicinity Map and Legal Description and Sketch of the District.

2.0 PURPOSE

The District was established by Hillsborough County Ordinance 26-1 adopted on January 13, 2026 for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Master Report of the District Engineer is to provide a description and estimated construction costs of the public improvements and community facilities planned within the District.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner 301 Wimauma, LLC currently plans to build 1,389 single family residential units.

The possible public improvements and community facilities include water management and control, water supply, sewer and wastewater management, roads, amenities, and landscaping/hardscaping/irrigation for both master (providing benefit to all units) and subdivision (providing benefits to specific units) public improvements.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Hillsborough County and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District includes newly constructed stormwater management ponds within upland areas for stormwater runoff treatment and storage and storm sewer and/or other conveyance systems within road rights-of-way or easements.

Any excavated soil from the stormwater ponds will remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank embankment requirements, utility trench backfill, and filling and grading of public property.



The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To store stormwater runoff to protect the development from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the on-site wetlands
4. To preserve the 100-year flood plain in accordance with current FEMA FIRM Panel.

Water management and control systems will be designed in accordance with Hillsborough County and SWFWMD technical standards. The District is anticipated to own and maintain the stormwater ponds and Hillsborough County is anticipated to own and maintain the storm sewer and conveyance systems.

4.2 WATER SUPPLY

The District is located within the Hillsborough County Public Utilities service area which will provide water supply for potable water service and fire protection. The water supply improvements are anticipated to include looped water mains. Off-site improvements will be required to provide service to the District.

The water supply systems will be designed in accordance with Hillsborough County engineering standards. It is anticipated that Hillsborough County will own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Hillsborough County Utilities service area which will provide sewer and wastewater management service. The sewer and wastewater management improvements will include gravity sanitary sewer collection systems within the road rights of way and pumping stations that will connect to existing facilities located south of the District. Off-site improvements will be required to provide service.

All sanitary sewer and wastewater management facilities will be designed in accordance with Hillsborough County engineering standards. It is anticipated that Hillsborough County will own and maintain these facilities.

4.4 DISTRICT ROADS

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.

All roads will be designed in accordance with the Hillsborough County Public Works technical standards and are anticipated to be owned and maintained by Hillsborough County.



4.5 AMENITIES

Amenities are planned and will be owned and maintained by the District.

4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION

Community entry monumentation and landscape buffering and screening will be provided within the District. Irrigation will also be provided in the landscaped common areas.

It is anticipated that these improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Hillsborough County and SWFWMD impose fees for construction permits and plan reviews. Professional engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenity design, permitting, and construction administration and certification. Fees associated with performance and warranty financial securities covering Hillsborough County infrastructure may also be required.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix B for the Construction Cost Estimate of the Public Improvements and Community Facilities.

6.0 SUMMARY AND CONCLUSION

The planning and design of the public improvements within the District will be in accordance with current governmental regulatory requirements.

The construction cost estimate only an estimate.

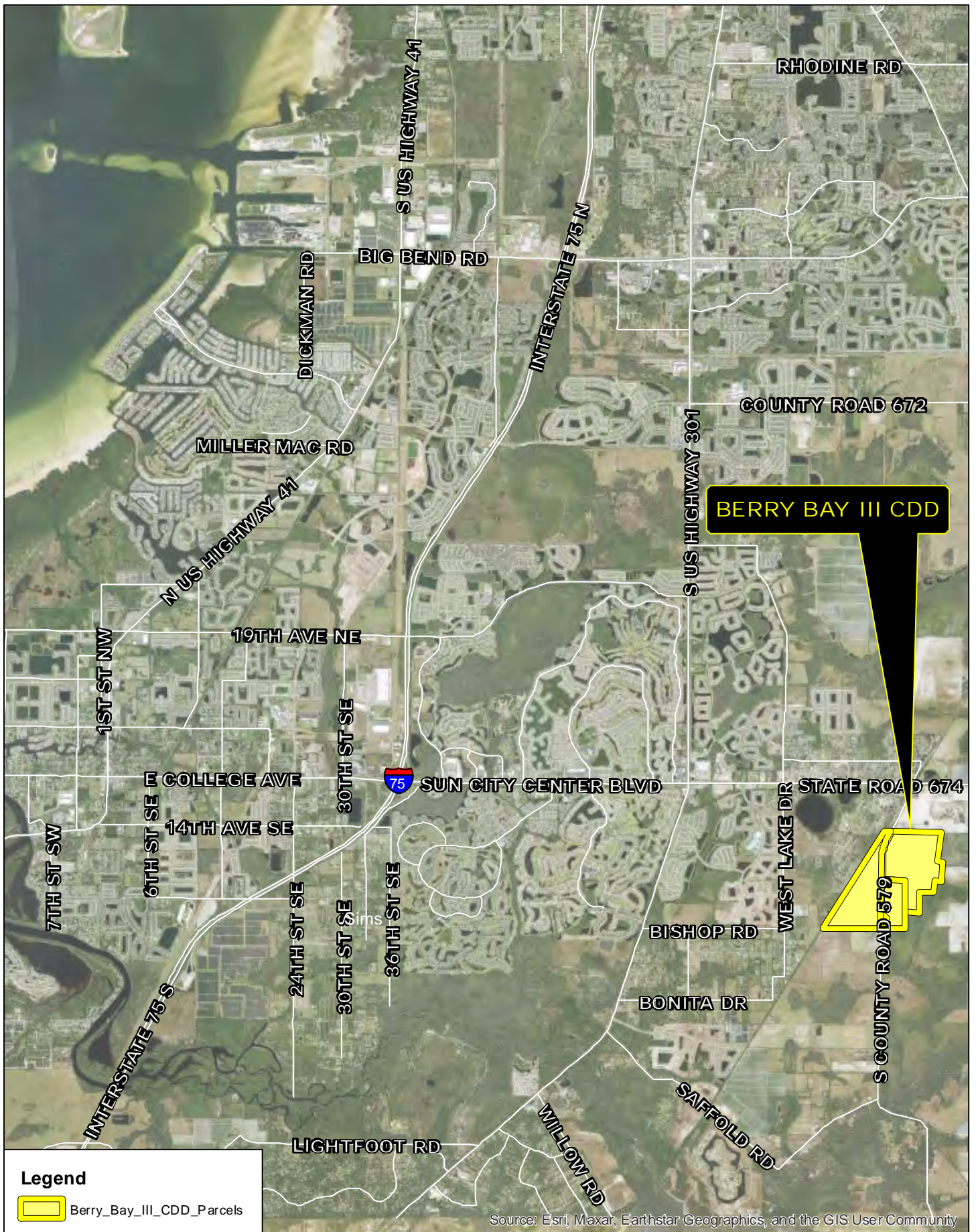
The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Tonja L. Stewart, P.E.
Florida License No. 47704



Appendix A VICINITY MAP AND LEGAL DESCRIPTION AND SKETCH OF THE DISTRICT


BERRY BAY III CDD - LOCATION MAP



BERRY BAY III CDD

S COUNTY ROAD 579

Legend

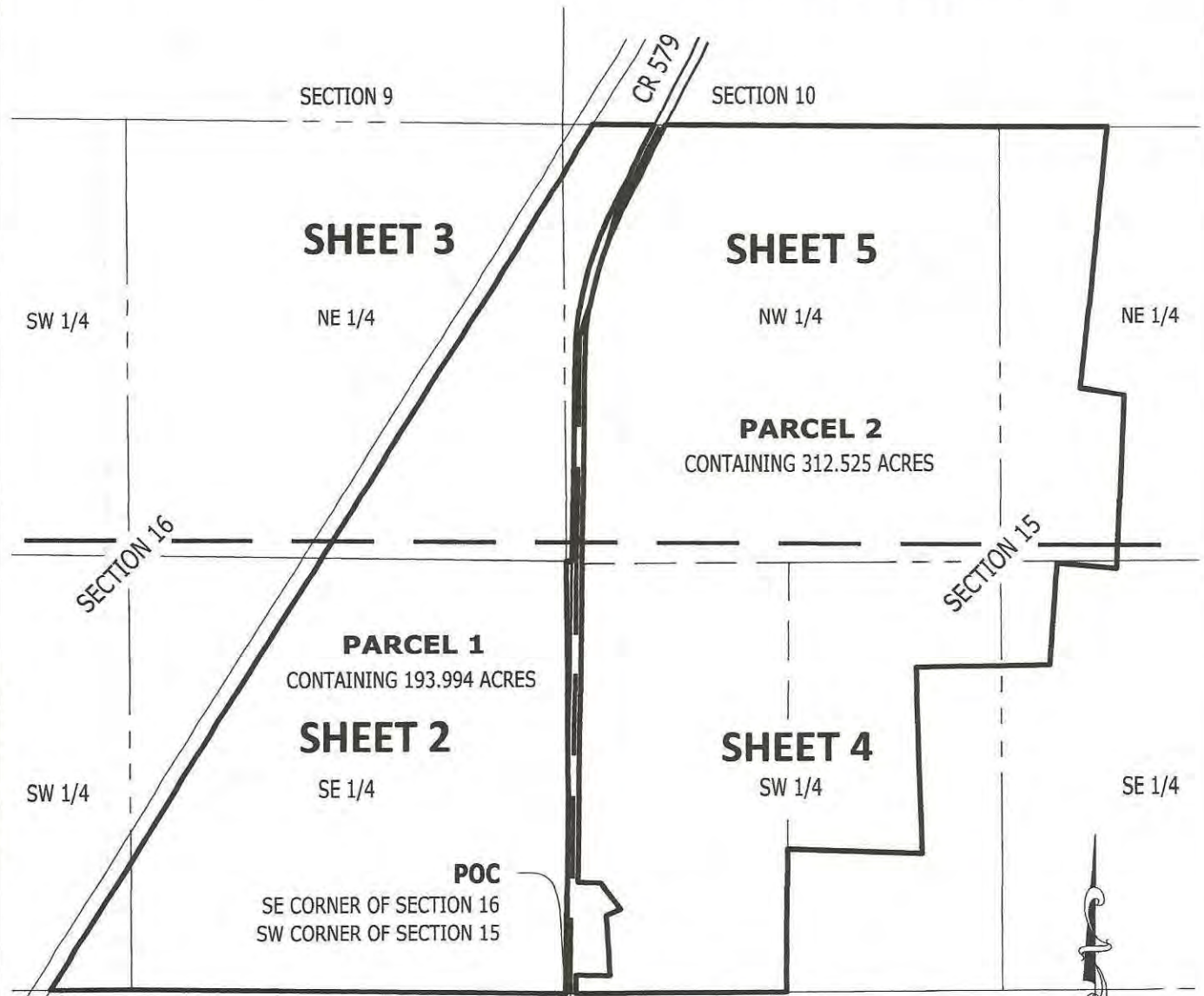
 Berry_Bay_III_CDD_Parcels

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

0 0.5 1 2 3 4 5 6 7 8 Miles

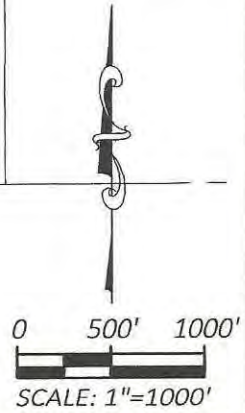
THIS IS NOT A SURVEY

SECTIONS 15 & 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA



LEGEND:

- ORB = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PG = PAGE
- R/W = RIGHT-OF-WAY
- TECO = TAMPA ELECTRIC COMPANY



301 WIMAUMA, LLC

BERRY BAY III - CDD

SCALE AS SHOWN	DATE 7/29/2025	JOB No. 00083-2025-000		
DRAWN RBC	CHECKED RBC	SECTION 15 & 16	TOWNSHIP 32 S	RANGE 20 E



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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original
signature and seal of a Florida licensed Surveyor and Mapper.

Robert B Curtis, State of Florida,
Professional Surveyor and Mapper,
License No. LS6051. The State Seal
is not electronically signed and sealed
by Robert B Curtis, PLS, using a
DSS 2 authentication code.
Printed copies of this document are
not considered signed and sealed
and the State's authentication code
must be verified on any electronic
copies.

Robert B Curtis
2025.07.29 11:42:00
-04'00'

ROBERT B. CURTIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6051
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, INC.

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

MATCH LINE SEE SHEET 3

PARCEL 1 - SOUTH

NE CORNER OF THE SE 1/4 OF SECTION 16

L4

E LINE OF THE SW 1/4 OF SECTION 16
W LINE OF THE SE 1/4 OF SECTION 16

TAMPA ELECTRIC COMPANY (TECO)
FOLIO: 079456-0010
ORB 5289 PG 660

N32°12'05"E 6275.34'

E LINE ORB 5289, PG 660

FOLIO: 079456-0000

SUBJECT PROPERTY
PARCEL 1
CONTAINING 193.994 ACRES

MONUMENTED W R/W LINE
E LINE OF SECTION 16

S00°28'12"E 1453.03'

SUBJECT PROPERTY
PARCEL 2

COUNTY ROAD 579

MONUMENTED W R/W LINE

S00°56'11"W 1222.03'

MONUMENTED E R/W LINE

MATCH LINE SEE SHEET 4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°11'20"W	30.00'
L4	N89°20'48"W	35.64'

SW CORNER OF THE SE 1/4 OF SECTION 16

(BEARING BASIS)
S LINE OF SECTION 16

POB
PARCEL 1

N89°59'05"W
499.89'

FOLIO: 079682-0758

N89°11'20"W 2671.88'

SECTION 21

FOLIO: 079672-0150

L1

POC
SE CORNER OF SECTION 16 (PARCEL 1)
SW CORNER OF SECTION 15 (PARCEL 2)



0 250' 500'

SCALE: 1"=500'

301 WIMAUMA, LLC

BERRY BAY III - CDD



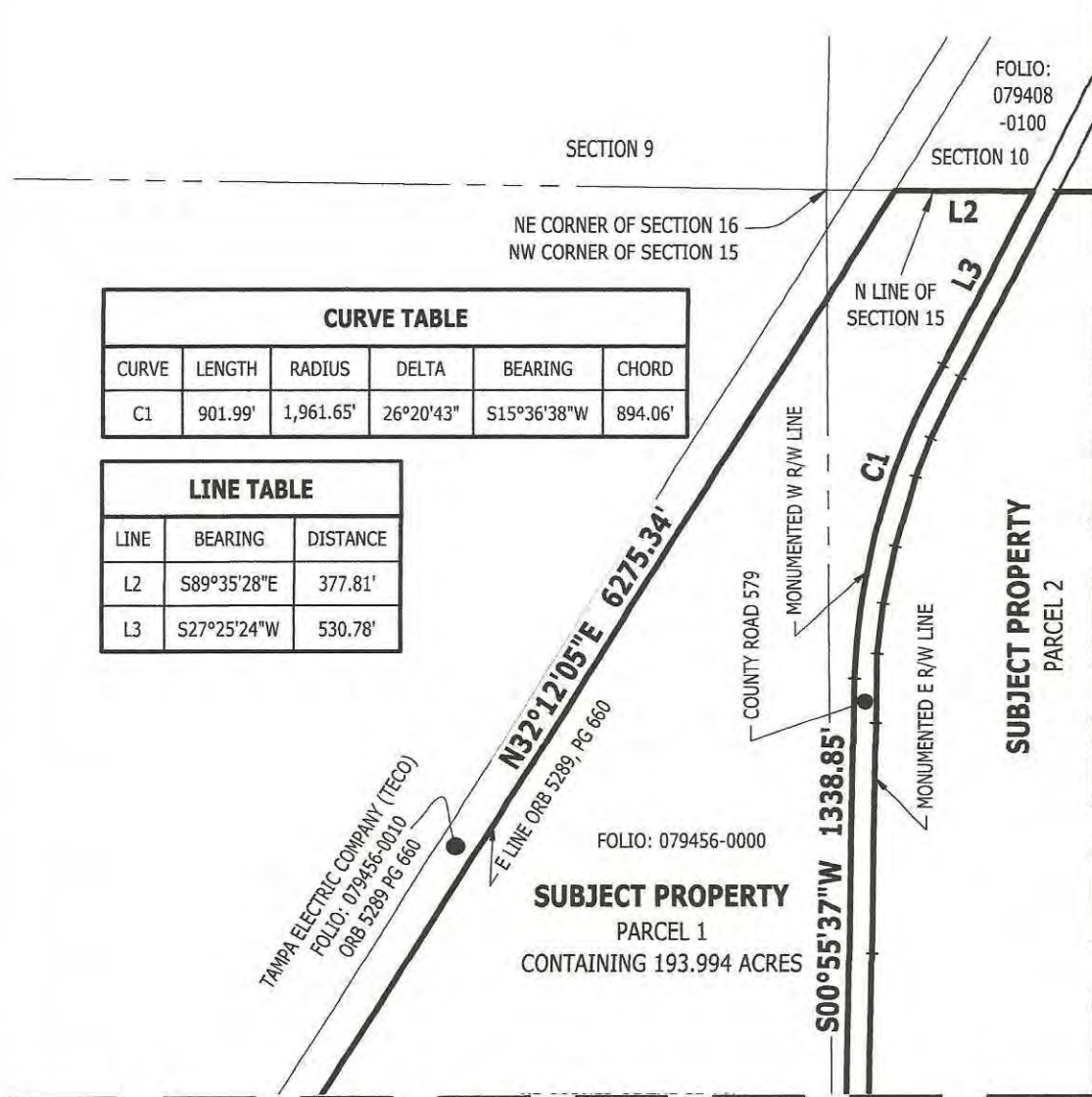
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

THIS IS NOT A SURVEY

PARCEL 1 - NORTH

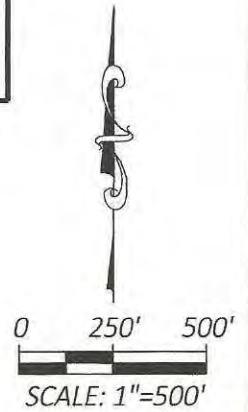
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	901.99'	1,961.65'	26°20'43"	S15°36'38"W	894.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S89°35'28"E	377.81'
L3	S27°25'24"W	530.78'



MATCH LINE SEE SHEET 2

MATCH LINE SEE SHEET 5



301 WIMAUMA, LLC

BERRY BAY III - CDD



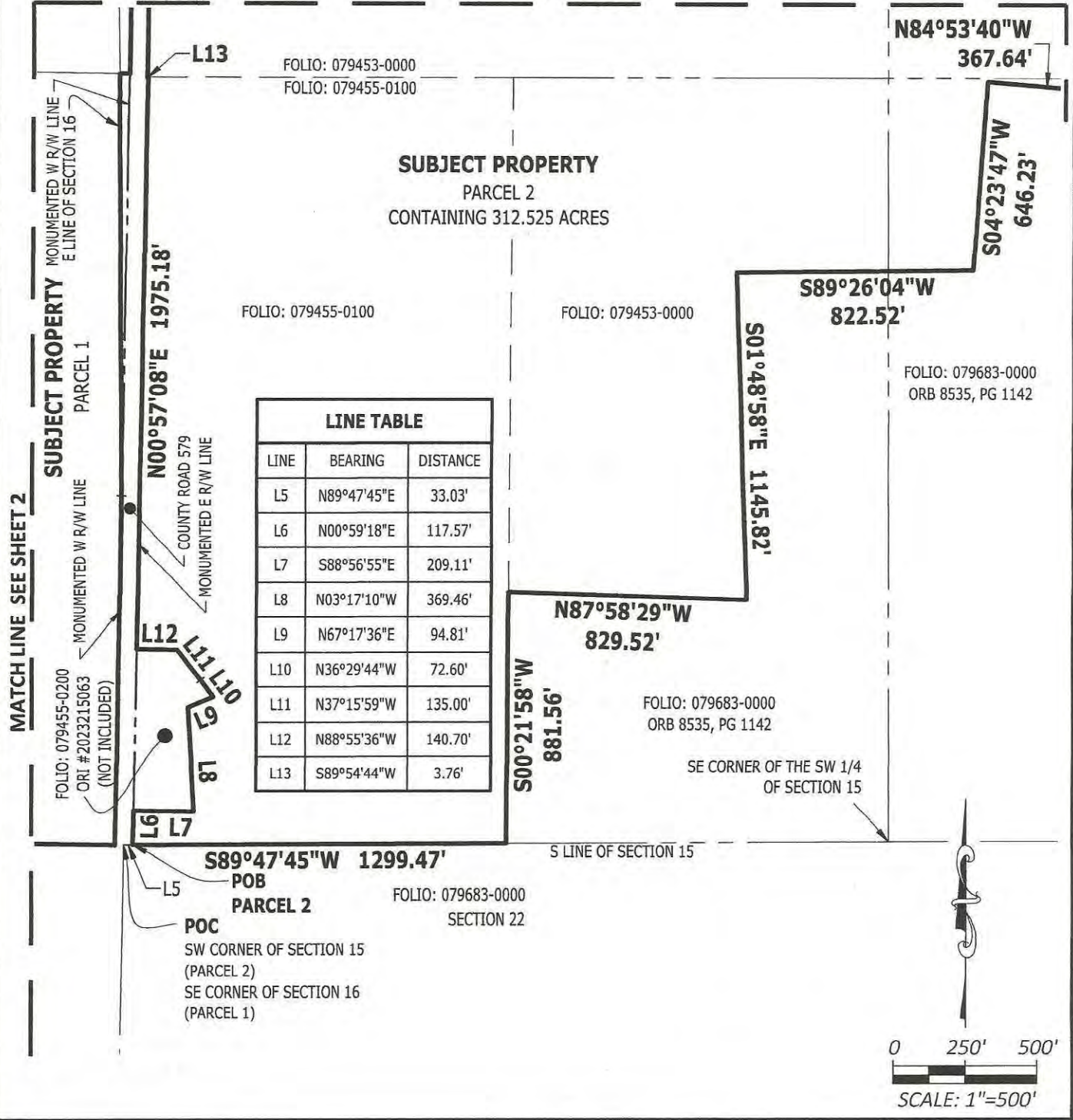
4921 Memorial Highway
 One Memorial Center, Suite 300
 Tampa, Florida 33634
 Phone: (813) 880-8881
 www.Ardurra.com
 License #2610

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

PARCEL 2 - SOUTH

MATCH LINE SEE SHEET 5



301 WIMAUMA, LLC

BERRY BAY III - CDD



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

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

PARCELS OF LAND LYING IN SECTIONS 15 AND 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89°11'20" WEST, A DISTANCE OF 30.00 FEET TO THE MONUMENTED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 579, SAME BEING THE POINT OF BEGINNING; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, CONTINUE ALONG SAID SOUTH LINE, NORTH 89°11'20" WEST, A DISTANCE OF 2,671.88 FEET; THENCE NORTH 89°59'05" WEST, A DISTANCE OF 499.89 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5289, PAGE 660, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE, NORTH 32°12'05" EAST, A DISTANCE OF 6,275.34 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE, LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE, SOUTH 89°35'28" EAST, A DISTANCE OF 377.81 FEET TO SAID MONUMENTED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 579; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 27°25'24" WEST, A DISTANCE OF 530.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (2) SOUTHERLY 901.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,961.65 FEET, A CENTRAL ANGLE OF 26°20'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 15°36'38" WEST 894.06 FEET; (3) SOUTH 00°55'37" WEST, A DISTANCE OF 1,338.85 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89°20'48" WEST, A DISTANCE OF 35.64 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE, ALONG THE EAST LINE OF SAID SECTION 16, SOUTH 00°28'12" EAST, A DISTANCE OF 1,453.03 FEET TO SAID WEST RIGHT-OF-WAY; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°56'11" WEST, A DISTANCE OF 1,222.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 193.994 ACRES

PARCEL 2

COMMENCING AT SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 15, NORTH 89°47'45" EAST, A DISTANCE OF 33.03 FEET TO THE MONUMENTED EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 579, SAME BEING THE POINT OF BEGINNING; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°59'18" EAST, A DISTANCE OF 117.57 FEET TO THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2023215063, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES: (1) SOUTH 88°56'55" EAST, A DISTANCE OF 209.11 FEET; (2) NORTH 03°17'10" WEST, A DISTANCE OF 369.46 FEET; (3) NORTH 67°17'36" EAST, A DISTANCE OF 94.81 FEET; (4) NORTH 36°29'44" WEST, A DISTANCE OF 72.60 FEET; (5) NORTH 37°15'59" WEST, A DISTANCE OF 135.00 FEET; (6) NORTH 88°55'36" WEST, A DISTANCE OF 140.70 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 00°57'08" EAST, A DISTANCE OF 1,975.18 FEET; (CONTINUED ON NEXT PAGE)

301 WIMAUMA, LLC

BERRY BAY III - CDD



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

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

(CONTINUED FROM LAST PAGE)

(2) SOUTH 89°54'44" WEST, A DISTANCE OF 3.76 FEET; (3) NORTH 00°59'34" EAST, A DISTANCE OF 596.90 FEET; (4) NORTH 00°53'19" EAST, A DISTANCE OF 634.33 FEET; (5) NORTH 00°57'24" EAST, A DISTANCE OF 188.38 FEET; (6) NORTH 07°05'44" EAST, A DISTANCE OF 134.71 FEET; (7) NORTH 11°54'50" EAST, A DISTANCE OF 159.23 FEET; (8) NORTH 16°06'01" EAST, A DISTANCE OF 197.88 FEET; (9) NORTH 20°49'50" EAST, A DISTANCE OF 114.31 FEET; (10) NORTH 25°32'30" EAST, A DISTANCE OF 190.52 FEET; (11) NORTH 27°37'15" EAST, A DISTANCE OF 569.88 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, SOUTH 89°35'31" EAST, A DISTANCE OF 2,056.98 FEET; THENCE SOUTH 89°49'14" EAST, A DISTANCE OF 662.96 FEET TO THE WEST BOUNDARY OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 8535, PAGE 1142, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) SOUTH 05°50'43" WEST, A DISTANCE OF 1,606.84 FEET; (2) SOUTH 81°18'39" EAST, A DISTANCE OF 274.00 FEET; (3) SOUTH 02°30'20" WEST, A DISTANCE OF 1,067.78 FEET; (4) NORTH 84°53'40" WEST, A DISTANCE OF 367.64 FEET; (5) SOUTH 04°23'47" WEST, A DISTANCE OF 646.23 FEET; (6) SOUTH 89°26'04" WEST, A DISTANCE OF 822.52 FEET; (7) SOUTH 01°48'58" EAST, A DISTANCE OF 1,145.82 FEET; (8) NORTH 87°58'29" WEST, A DISTANCE OF 829.52 FEET; (9) SOUTH 00°21'58" WEST, A DISTANCE OF 881.56 FEET TO SAID SOUTH LINE OF SECTION 15; THENCE, ALONG SAID SOUTH LINE, SOUTH 89°47'45" WEST, A DISTANCE OF 1,299.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 312.525 ACRES.

CONTAINING 506.519 ACRES TOTAL

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 16, BEING NORTH 89°11'20" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

301 WIMAUMA, LLC

BERRY BAY III - CDD



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

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.



Appendix B CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

BERRY BAY III
Community Development District
Proposed Infrastructure Costs 2025-2026

<u>Description</u>	<u>Master Costs</u>	SF Lots	<u>Estimated Cost</u>
Collector Roads and Offsite Road Improvements	\$ 7,800,000	\$ -	\$ 7,800,000
Subdivision Roads	\$ -	\$ 11,500,000	\$ 11,500,000
Pond Excavation and Stormwater Management	\$ -	\$ 23,250,000	\$ 23,250,000
Sewer and Wastewater Management	\$ 3,000,000	\$ 11,900,000	\$ 14,900,000
Water Supply	\$ 6,000,000	\$ 5,000,000	\$ 11,000,000
Power Infrastructure	\$ 1,000,000	\$ 1,400,000	\$ 2,400,000
Hardscapes, Landcape Buffers	\$ 2,500,000	\$ 2,500,000	\$ 5,000,000
Amenities, Entries	\$ 5,000,000	\$ -	\$ 5,000,000
Environmental	\$ 500,000	\$ -	\$ 500,000
Professional and Permit Fees	\$ 2,600,000	\$ 7,000,000	\$ 9,600,000
TOTAL			\$ 90,950,000



BERRY BAY III
COMMUNITY DEVELOPMENT
DISTRICT

MASTER ASSESSMENT
METHODOLOGY REPORT

Report Date:

March 5, 2026

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>Page #</u>
I.	Introduction	1
II.	Defined Terms	2
III.	District Overview	3
IV.	Capital Improvement Program	3
V.	Financing Information	3
VI.	Allocation Methodology	4
VII.	Determination Of Special Assessments	4
VIII.	Assignment of Assessments	5
IX.	True-Up Modifications	6
X.	New Unit Types	7
XI.	System of Improvements	7
XII.	Contributions	7
XIII.	Transferred Property	8
XIV.	Additional Stipulations	8

<u>TABLE</u>	<u>ITEM</u>	<u>Page #</u>
1	Capital Improvement Program/ Offsite Cost Share Summary	9
2	Development Program & EAU Factor Assignment Detail	9
3	Capital Improvement Program per EAU Net Benefit	10
4	Development Plan Benefit Detail	10
5	Finance Information - Maximum Bonds	11
6	Assessment Allocation Detail – Maximum Assessments	11

<u>EXHIBIT</u>	<u>ITEM</u>	<u>Page #</u>
A	Assessment Plat	12
B	Legal Description	13

I. INTRODUCTION

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Berry Bay III Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefiting from the public infrastructure are generally described within Exhibit A of this Master Report and further described within the Master Report of the District Engineer, dated March 5, 2026 (the “Engineer’s Report”). The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Property within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Property within the District benefiting from the CIP, as outlined by the Engineer’s Report.

The basis of the benefit received by Assessable Property relates directly to the proposed CIP. The District’s CIP will create the public infrastructure enabling Assessable Property within the District to be developed and improved under current allowable densities. The CIP includes off-site improvements, stormwater management, utilities (water and sewer), roadways, amenities, and landscape and hardscape. The Engineers Report identified the estimated cost to complete the CIP, inclusive of associated “soft costs” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing costs associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Property could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the private property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Property within the District based on the level of proportional benefit received.

This Master Report outlines the assignment of benefits, assessment methodology, and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

The methodology consultant is anticipated preparing individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first-platted, first-assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such

supplemental reports will be created to stipulate amended terms, interest rates, developer contributions if any, and issuance costs and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment, and financing structure for the Bonds to be issued by the District per Chapters 170, 190, and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

II. DEFINED TERMS

“Assessable Property:” – All private property within the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Engineer’s Report dated March 5, 2026.

“Developer” – 301 Wimauma, LLC

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District, Table 2.

“District” – Berry Bay III Community Development District encompasses 506.519 +/- acres, located entirely within Hillsborough County, Florida.

“Engineer Report” – *Master Report of the District Engineer* dated March 5, 2026.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate the assignment of benefit and lien values.

“Maximum Assessments” – The maximum number of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage under the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of vertical construction, determined in part due to differentiated sizes, setbacks, and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting according to the Development Plan.

III. DISTRICT OVERVIEW

The District area encompasses 506.519 +/- acres and is located entirely within Hillsborough County, Florida, and is generally located along S. County Route 579, south of State Route 674, and east of Bishop Road.. The primary developer of the Assessable Property is 301 Wimauma, LLC (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates multiple phases consisting of approximately 1389 residential units. As described in the Engineer’s Report, the public improvements include off-site improvements, stormwater management, utilities (water and sewer), roadways, amenities, and landscape/hardscape.

IV. CAPITAL IMPROVEMENT PROGRAM

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of the Assessable Property within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this Master Report reflect costs as further detailed within the Engineer’s Report; these costs are exclusive of any financing-related costs.

V. FINANCING INFORMATION

The District intends to finance only a portion of the CIP through the issuance of Bonds; however, this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, they will be sized at an amount rounded to the nearest \$5,000 and will include items such as debt service reserves, underwriter’s discount, issuance costs, and rounding.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, capitalized interest, underwriter’s discount, issuance costs, rounding, and collection cost as shown in Table 5. The methodology consultant will issue supplemental report(s) that outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates, and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards completing the CIP applied to prepay any assessments on any one or collective Assessable Properties within the District. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, the underwriter’s discount, issuance, and collection costs. Additionally, the supplemental report(s) will apply the principles outlined in the Master Report to determine the specific assessments required to repay the Bonds.

VI. ALLOCATION METHODOLOGY

The CIP benefits all Assessable Property within the District proportionally. The relative benefit level can be compared by defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished by estimating the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by privately benefiting properties. One (1) EAU has been assigned to the 50’ residential use product type as a baseline, with a proportional increase or decrease relative to other planned residential product types and sizes. Table 2 outlines EAU assignments for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting of Assessable Property by use and size compared to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the District’s governing body. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Properties. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on determining the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated in Tables 3 through 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per-parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VII. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s CIP contains a “system of improvements” including the funding, construction, and/or acquisition of off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape, and amenities; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above.

Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies

the second requirement above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02 and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Properties, while confirming the value of these benefits exceeds the cost of providing the improvements. These special benefits include but are not limited to, the added use of the property, added enjoyment of the property, the probability of decreased insurance premiums, and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Properties. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment of the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistently with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that the property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignments.

VIII. ASSIGNMENT OF ASSESSMENTS

This section sets out how special assessments will be assigned to the Assessable Property within the District. In general, the assessments will initially be assigned on a gross acreage basis, gradually absorbed, and assigned on a first-platted, first-assigned priority.

It is helpful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state.” At this point the infrastructure may or may not be installed but none of the units in the development program have been platted. This condition exists when the infrastructure program is financed before any development. While the land is “undeveloped,” special assessments will be assigned on an equal acre basis across all of the gross acreage within each phase, relative to the special assessment lien levied as identified within Exhibit “A” of this Master Report. Debt will not be solely assigned to properties within each

phase that have development rights but will be assigned to undevelopable properties to ensure the integrity of development plans, rights, and entitlements.

The second condition is “ongoing development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the development program has started to take shape. As lands subject to special assessments within each phase are platted and fully developed, they are assigned specific assessments concerning the estimated benefit that each unit receives from the CIP, with the balance of the debt assigned on a per-acre basis as described in the preceding paragraph. This generally describes the flow for a “first-platted, first-assigned basis” of assessments against product types per parcel. Therefore, each fully developed, platted unit would be assigned a parcel debt assessment as outlined in Table 6. Suppose undeveloped or partially developed parcels are sold during development. In that case, special assessments may be assigned to such parcels at closing based on the development rights and entitlements assigned to such parcels. It is not contemplated that any unassigned debt would remain once all the lots associated with the improvements are platted and fully developed; if such a condition were to occur, the true-up provisions in section IX of this Master Report would be applicable.

The third condition is the “completed development state.” In this condition, the entire development program for the District has been platted, and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within each phase of the District based on the methodology described herein.

IX. TRUE-UP MODIFICATION

During the construction period of development phases, the number of residential units built may change, thereby necessitating a modification to the per-unit allocation of the assessment principle. To ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true-up methodology.”

The debt per acre remaining on the unplatted land within the District is never allowed to increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining unplatted acres must remain equal to, or lower than, the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses, it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the District to produce the densities required to adequately service Bond debt, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to adequately service bond debt upon planned development. The final test shall be

applied at the platting of 100% of the development units within each phase of the District. Should additional coverage be identified at or before the final true-up due to changes in the development plan, the District will reserve the right to either use excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.

True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to service Bond debt adequately. The Developer and District will enter into a true-up agreement to evidence the obligations described in Section VIII.

All assessments levied run with the land, and it is the district's responsibility to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made.

X. NEW UNIT TYPES

As noted herein, this report identifies the anticipated product types for development and associates particular EAU factors with each product type. Suppose new product types are identified in the course of development. In that case, the District's Assessment Consultant – without a further hearing – may determine the EAU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding EAUs.

XI. SYSTEM OF IMPROVEMENTS

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund master improvements within any benefited property or designated assessment area within the District, regardless of where the special assessments are levied, provided that special assessments are fairly and reasonably allocated across all benefited properties.

XII. CONTRIBUTIONS

As outlined in any supplemental report, and for any particular bond issuance, the developer may opt to “buy down” the special assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for special assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down special assessments will not be eligible for “deferred costs” or any other form of repayment if any are provided for in connection with any particular bond issuance.

XIII. TRANSFERRED PROPERTY

In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Developer, the special assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the Transferred Property will be responsible for the total special assessments applicable to the Transferred Property, regardless of the total number of ERUs actually platted. This total special assessment is fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total special assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the Methodology as described herein (i.e., equal assessment per acre until platting).

XIV. ADDITIONAL STIPULATIONS

The District retained Inframark to prepare a methodology to fairly allocate the special assessments related to the District’s CIP. Certain financing, development, and engineering data was provided by members of the District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond the restatement of the factual information necessary to compile this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.

TABLE 1

BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT			
INFRASTRUCTURE CIP COST SUMMARY			
DESCRIPTION	Master Costs	SF Lots	TOTAL
Collector Roads and Offsite Road Improvements	\$ 7,800,000.00	\$ -	\$ 7,800,000.00
Subdivision Roads	\$ -	\$ 11,500,000.00	\$ 11,500,000.00
Pond Excavation and Stormwater Management	\$ -	\$ 23,250,000.00	\$ 23,250,000.00
Sewer and Wastewater Management	\$ 3,000,000.00	\$ 11,900,000.00	\$ 14,900,000.00
Water Supply	\$ 6,000,000.00	\$ 5,000,000.00	\$ 11,000,000.00
Power Infrastructure	\$ 1,000,000.00	\$ 1,400,000.00	\$ 2,400,000.00
Hardscapes, Landcape Buffers	\$ 2,500,000.00	\$ 2,500,000.00	\$ 5,000,000.00
Amenities, Entries	\$ 5,000,000.00	\$ -	\$ 5,000,000.00
Environmental	\$ 500,000.00	\$ -	\$ 500,000.00
Professional and Permit Fees	\$ 2,600,000.00	\$ 7,000,000.00	\$ 9,600,000.00
Total	\$28,400,000.00	\$62,550,000.00	\$90,950,000.00

TABLE 2

BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS			
PROJECT STATISTICS - EAU ASSIGNMENTS			
PRODUCT	LOT COUNT	PER UNIT	TOTAL EAUS
Single Family 50	1389	1.00	1,389.00
Total	1,389		1,389.00

Notations:
 (1) Product Type
 (2) Equivalent Assessment Unit

TABLE 3

DEVELOPMENT PROGRAM COST/CIP NET BENEFIT ANALYSIS		
Infrastructure CIP Costs		\$90,950,000
	EAUS	1389.00
Total CIP Cost/ Benefit Per EAU		\$65,479

Notations:
 1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
Single Family 50	1.00	1,389	1,389.00	\$90,950,000	\$65,479
Total		1,389	1,389.00	\$90,950,000	

Notations:
 1) Table 4 determines only the benefit of construction cost, net of finance and other related costs.

TABLE 5

BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT		
FINANCING ASSUMPTIONS - SPECIAL ASSESSMENT BONDS		
Coupon Rate ⁽¹⁾		8.00%
Term (Years)		32
Principal Amortization Installments		30
ISSUE SIZE		\$124,655,000
Construction Fund		\$90,950,000
Capitalized Interest (Months) ⁽²⁾	24	\$19,946,400
Debt Service Reserve Fund	100%	\$11,073,672
Cost of Issuance		\$2,683,300
Rounding		\$1,628
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		\$11,073,672
Collection Costs and Discounts @	7.00%	\$833,502
TOTAL ANNUAL ASSESSMENT		\$11,907,174
Notations:		
⁽¹⁾ Based on conservative interest rate, subject to change based on market conditions.		
⁽²⁾ Based on maximum capitalized interest, 24 months.		

TABLE 6

BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT								
ALLOCATION METHODOLOGY - SPECIAL ASSESSMENT BONDS ⁽¹⁾								
PRODUCT	PER UNIT	TOTAL EAU _s	% OF EAU _s	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾	TOTAL PRINCIPA	ANNUAL ASSMT. ⁽²⁾
Single Family 50	1.00	1,389.00	100.00%	1,389	\$124,655,000	\$11,073,672	\$89,744	\$7,972
Totals		1,389.00	100.00%	1,389	\$124,655,000	\$11,073,672		

⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 24 month Maximum Capitalized Interest Period.

⁽²⁾ Includes principal, interest less discounts and collection fees

EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$124,655,000.00 payable in 30 annual installments of principal of \$21,862.30 per gross acre. The maximum par debt is \$246,101.33 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT PLAT			
TOTAL ASSESSMENT:		\$124,655,000	
ANNUAL ASSESSMENT:		\$11,073,672 (30 Installments)	
TOTAL GROSS ASSESSABLE ACRES +/-:		506.52	
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE:		246,101	
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE:		21,862 (30 Installments)	
		PER PARCEL ASSESSMENTS	
Landowner Name, Legal Description & Address	Gross Unplatted Assessable Acres	Total PAR Debt	Total Annual
(1) 301 Wimauma, LLC 111 S Armenia Avenue Suite 201, Tampa FL 33609 See Exhibit B, Legal Description	506.52	\$124,655,000	\$11,073,672
Totals:	506.52	\$124,655,000	\$11,073,672
Notation: Assessments shown are net of collection cost			

EXHIBIT B

LEGAL DESCRIPTION AND SKETCH

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

PARCELS OF LAND LYING IN SECTIONS 15 AND 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89°11'20" WEST, A DISTANCE OF 30.00 FEET TO THE MONUMENTED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 579, SAME BEING THE POINT OF BEGINNING; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, CONTINUE ALONG SAID SOUTH LINE, NORTH 89°11'20" WEST, A DISTANCE OF 2,671.88 FEET; THENCE NORTH 89°59'05" WEST, A DISTANCE OF 499.89 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5289, PAGE 660, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE, NORTH 32°12'05" EAST, A DISTANCE OF 6,275.34 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE, LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE, SOUTH 89°35'28" EAST, A DISTANCE OF 377.81 FEET TO SAID MONUMENTED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 579; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 27°25'24" WEST, A DISTANCE OF 530.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (2) SOUTHERLY 901.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,961.65 FEET, A CENTRAL ANGLE OF 26°20'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 15°36'38" WEST 894.06 FEET; (3) SOUTH 00°55'37" WEST, A DISTANCE OF 1,338.85 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89°20'48" WEST, A DISTANCE OF 35.64 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE, ALONG THE EAST LINE OF SAID SECTION 16, SOUTH 00°28'12" EAST, A DISTANCE OF 1,453.03 FEET TO SAID WEST RIGHT-OF-WAY; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°56'11" WEST, A DISTANCE OF 1,222.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 193.994 ACRES

PARCEL 2

COMMENCING AT SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 15, NORTH 89°47'45" EAST, A DISTANCE OF 33.03 FEET TO THE MONUMENTED EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 579, SAME BEING THE POINT OF BEGINNING; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°59'18" EAST, A DISTANCE OF 117.57 FEET TO THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2023215063, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES: (1) SOUTH 88°56'55" EAST, A DISTANCE OF 209.11 FEET; (2) NORTH 03°17'10" WEST, A DISTANCE OF 369.46 FEET; (3) NORTH 67°17'36" EAST, A DISTANCE OF 94.81 FEET; (4) NORTH 36°29'44" WEST, A DISTANCE OF 72.60 FEET; (5) NORTH 37°15'59" WEST, A DISTANCE OF 135.00 FEET; (6) NORTH 88°55'36" WEST, A DISTANCE OF 140.70 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 00°57'08" EAST, A DISTANCE OF 1,975.18 FEET; (CONTINUED ON NEXT PAGE)

301 WIMAUMA, LLC

BERRY BAY III - CDD



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

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

(CONTINUED FROM LAST PAGE)

(2) SOUTH 89°54'44" WEST, A DISTANCE OF 3.76 FEET; (3) NORTH 00°59'34" EAST, A DISTANCE OF 596.90 FEET; (4) NORTH 00°53'19" EAST, A DISTANCE OF 634.33 FEET; (5) NORTH 00°57'24" EAST, A DISTANCE OF 188.38 FEET; (6) NORTH 07°05'44" EAST, A DISTANCE OF 134.71 FEET; (7) NORTH 11°54'50" EAST, A DISTANCE OF 159.23 FEET; (8) NORTH 16°06'01" EAST, A DISTANCE OF 197.88 FEET; (9) NORTH 20°49'50" EAST, A DISTANCE OF 114.31 FEET; (10) NORTH 25°32'30" EAST, A DISTANCE OF 190.52 FEET; (11) NORTH 27°37'15" EAST, A DISTANCE OF 569.88 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, SOUTH 89°35'31" EAST, A DISTANCE OF 2,056.98 FEET; THENCE SOUTH 89°49'14" EAST, A DISTANCE OF 662.96 FEET TO THE WEST BOUNDARY OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 8535, PAGE 1142, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) SOUTH 05°50'43" WEST, A DISTANCE OF 1,606.84 FEET; (2) SOUTH 81°18'39" EAST, A DISTANCE OF 274.00 FEET; (3) SOUTH 02°30'20" WEST, A DISTANCE OF 1,067.78 FEET; (4) NORTH 84°53'40" WEST, A DISTANCE OF 367.64 FEET; (5) SOUTH 04°23'47" WEST, A DISTANCE OF 646.23 FEET; (6) SOUTH 89°26'04" WEST, A DISTANCE OF 822.52 FEET; (7) SOUTH 01°48'58" EAST, A DISTANCE OF 1,145.82 FEET; (8) NORTH 87°58'29" WEST, A DISTANCE OF 829.52 FEET; (9) SOUTH 00°21'58" WEST, A DISTANCE OF 881.56 FEET TO SAID SOUTH LINE OF SECTION 15; THENCE, ALONG SAID SOUTH LINE, SOUTH 89°47'45" WEST, A DISTANCE OF 1,299.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 312.525 ACRES.

CONTAINING 506.519 ACRES TOTAL

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 16, BEING NORTH 89°11'20" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

301 WIMAUMA, LLC

BERRY BAY III - CDD



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

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

**Berry Bay III Community
Development District**

Bond Validation Report
of the District Engineer



Prepared for:
Board of Supervisors
Berry Bay III Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602

January 23, 2026



1.0 INTRODUCTION

The Berry Bay III Community Development District ("the District") encompasses approximately 506.519 acres in Hillsborough County, Florida. The District is located within Sections 15 and 16, Township 32 South, Range 20 East and is generally located along S. County Route 579, south of State Route 674 and east of Bishop Road.

See Appendix A for a Vicinity Map and Legal Description and Sketch of the District.

2.0 PURPOSE

The District was established by Hillsborough County Ordinance 26-1 adopted on January 13, 2026 for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Bond Validation Report of the District Engineer is to provide a description and estimated construction costs of the public improvements and community facilities planned within the District.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner 301 Wimauma, LLC currently plans to build 1,389 single family residential units.

The possible public improvements and community facilities include water management and control, water supply, sewer and wastewater management, roads, amenities, and landscaping/hardscaping/irrigation for both master (providing benefit to all units) and subdivision (providing benefits to specific units) public improvements.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Hillsborough County and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District includes newly constructed stormwater management ponds within upland areas for stormwater runoff treatment and storage and storm sewer and/or other conveyance systems within road rights-of-way or easements.

Any excavated soil from the stormwater ponds will remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank embankment requirements, utility trench backfill, and filling and grading of public property.



The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To store stormwater runoff to protect the development from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the on-site wetlands
4. To preserve the 100-year flood plain in accordance with current FEMA FIRM Panel.

Water management and control systems will be designed in accordance with Hillsborough County and SWFWMD technical standards. The District is anticipated to own and maintain the stormwater ponds and Hillsborough County is anticipated to own and maintain the storm sewer and conveyance systems.

4.2 WATER SUPPLY

The District is located within the Hillsborough County Public Utilities service area which will provide water supply for potable water service and fire protection. The water supply improvements are anticipated to include looped water mains. Off-site improvements will be required to provide service to the District.

The water supply systems will be designed in accordance with Hillsborough County engineering standards. It is anticipated that Hillsborough County will own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Hillsborough County Utilities service area which will provide sewer and wastewater management service. The sewer and wastewater management improvements will include gravity sanitary sewer collection systems within the road rights of way and pumping stations that will connect to existing facilities located south of the District. Off-site improvements will be required to provide service.

All sanitary sewer and wastewater management facilities will be designed in accordance with Hillsborough County engineering standards. It is anticipated that Hillsborough County will own and maintain these facilities.

4.4 DISTRICT ROADS

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.

All roads will be designed in accordance with the Hillsborough County Public Works technical standards and are anticipated to be owned and maintained by Hillsborough County.



4.5 AMENITIES

Amenities are planned and will be owned and maintained by the District.

4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION

Community entry monumentation and landscape buffering and screening will be provided within the District. Irrigation will also be provided in the landscaped common areas.

It is anticipated that these improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Hillsborough County and SWFWMD impose fees for construction permits and plan reviews. Professional engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenity design, permitting, and construction administration and certification. Fees associated with performance and warranty financial securities covering Hillsborough County infrastructure may also be required.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix B for the Construction Cost Estimate of the Public Improvements and Community Facilities.

6.0 SUMMARY AND CONCLUSION

The planning and design of the public improvements within the District will be in accordance with current governmental regulatory requirements.

The construction cost estimate only an estimate.

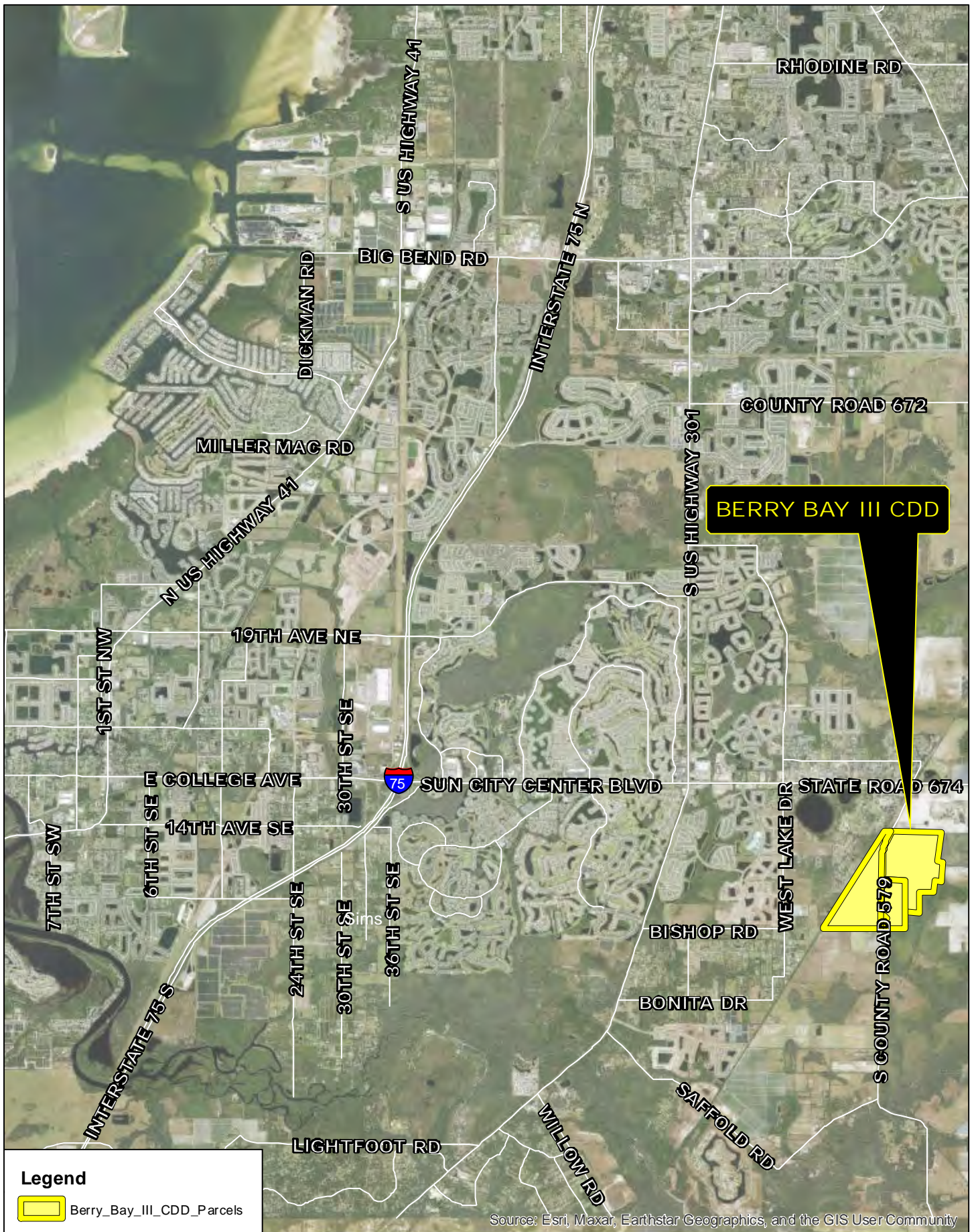
The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Tonja L. Stewart, P.E.
Florida License No. 47704

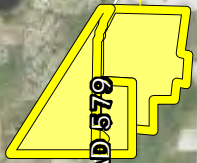


Appendix A VICINITY MAP AND LEGAL DESCRIPTION AND SKETCH OF THE DISTRICT


BERRY BAY III CDD - LOCATION MAP



BERRY BAY III CDD



Legend

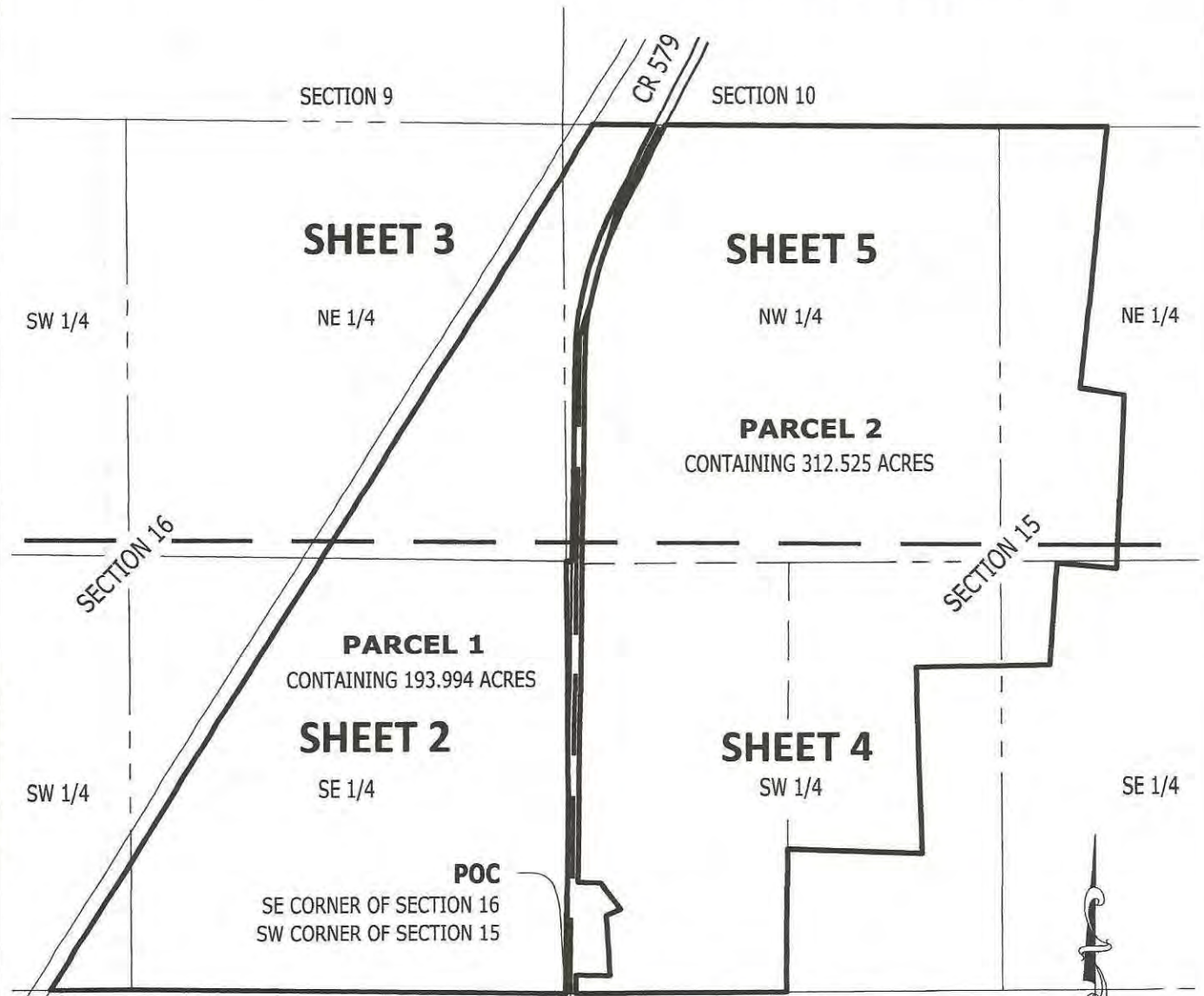
 Berry_Bay_III_CDD_Parcels

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

0 0.5 1 2 3 4 5 6 7 8 Miles

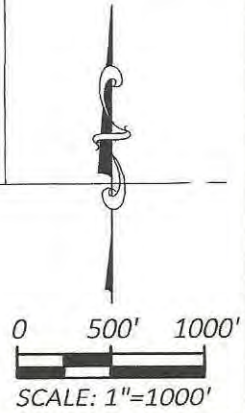
THIS IS NOT A SURVEY

SECTIONS 15 & 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA



LEGEND:

- ORB = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PG = PAGE
- R/W = RIGHT-OF-WAY
- TECO = TAMPA ELECTRIC COMPANY



301 WIMAUMA, LLC

BERRY BAY III - CDD

SCALE AS SHOWN	DATE 7/29/2025	JOB No. 00083-2025-000		
DRAWN RBC	CHECKED RBC	SECTION 15 & 16	TOWNSHIP 32 S	RANGE 20 E



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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original
signature and seal of a Florida licensed Surveyor and Mapper.

Robert B Curtis, State of Florida,
Professional Surveyor and Mapper,
License No. LS6051. The State Seal
from the Department of Agriculture and
Forestry, State of Florida, is hereby
certified as authentic.

Robert B Curtis
2025.07.29 11:42:00
-04'00'

ROBERT B. CURTIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6051
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, INC.

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

MATCH LINE SEE SHEET 3

PARCEL 1 - SOUTH

NE CORNER OF THE SE 1/4 OF SECTION 16

L4

E LINE OF THE SW 1/4 OF SECTION 16
W LINE OF THE SE 1/4 OF SECTION 16

TAMPA ELECTRIC COMPANY (TECO)
FOLIO: 079456-0010
ORB 5289 PG 660

E LINE ORB 5289, PG 660

N32°12'05"E 6275.34'

FOLIO: 079456-0000
SUBJECT PROPERTY
PARCEL 1
CONTAINING 193.994 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°11'20"W	30.00'
L4	N89°20'48"W	35.64'

MONUMENTED W R/W LINE

E LINE OF SECTION 16

S00°28'12"E 1453.03'

COUNTY ROAD 579

SUBJECT PROPERTY
PARCEL 2

MONUMENTED W R/W LINE

S00°56'11"W 1222.03'

MONUMENTED E R/W LINE

MATCH LINE SEE SHEET 4

SW CORNER OF THE SE 1/4 OF SECTION 16

(BEARING BASIS)
S LINE OF SECTION 16

POB
PARCEL 1

N89°59'05"W
499.89'

FOLIO: 079682-0758

N89°11'20"W 2671.88'

SECTION 21

FOLIO: 079672-0150

L1

POC
SE CORNER OF SECTION 16 (PARCEL 1)
SW CORNER OF SECTION 15 (PARCEL 2)



0 250' 500'

SCALE: 1"=500'

301 WIMAUMA, LLC

BERRY BAY III - CDD



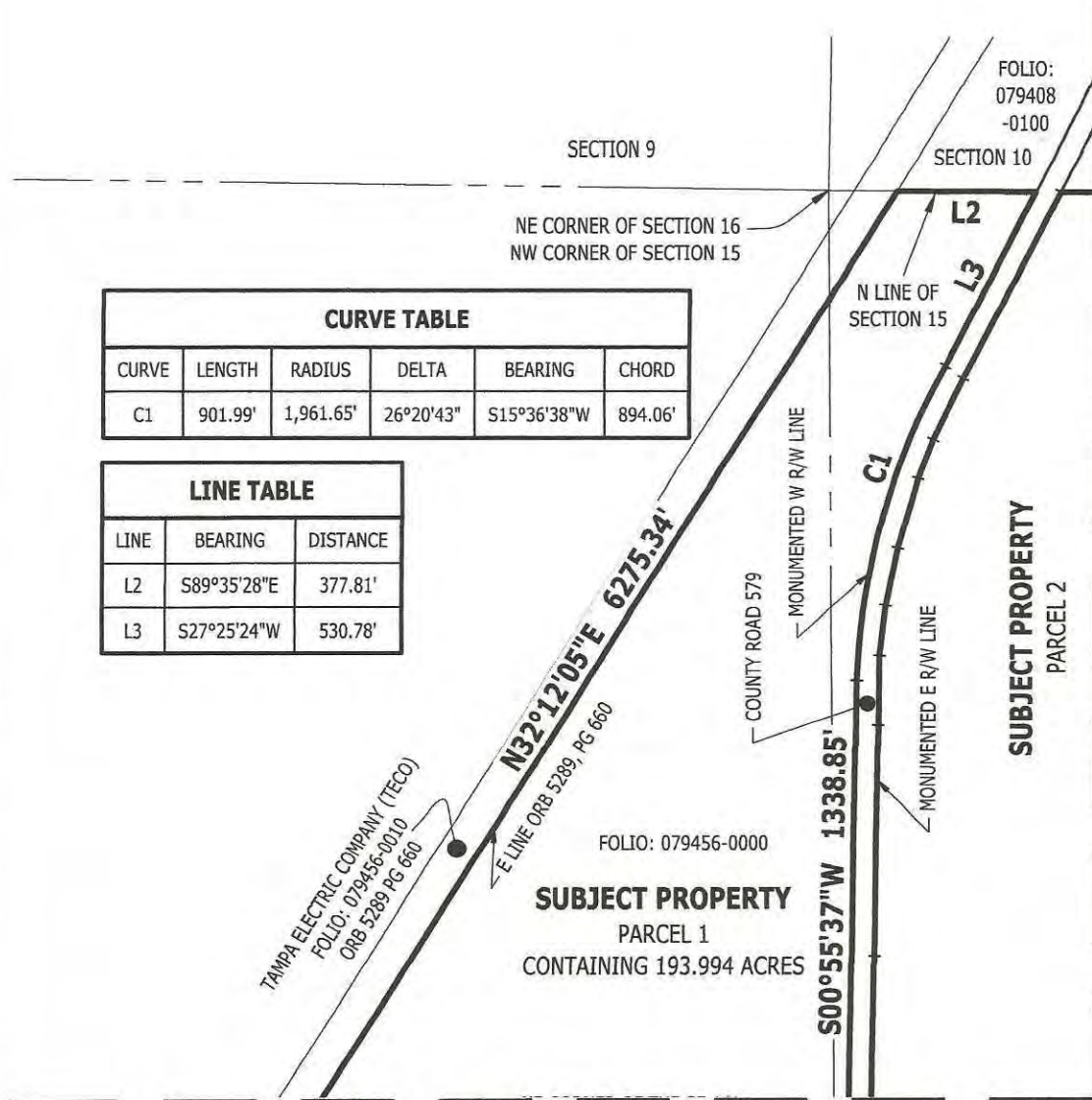
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

THIS IS NOT A SURVEY

PARCEL 1 - NORTH

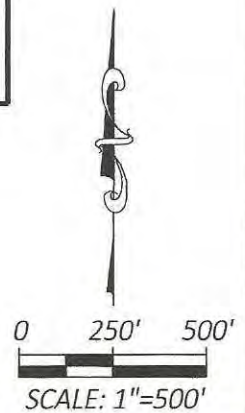
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	901.99'	1,961.65'	26°20'43"	S15°36'38"W	894.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S89°35'28"E	377.81'
L3	S27°25'24"W	530.78'



MATCH LINE SEE SHEET 2

MATCH LINE SEE SHEET 5



301 WIMAUMA, LLC

BERRY BAY III - CDD



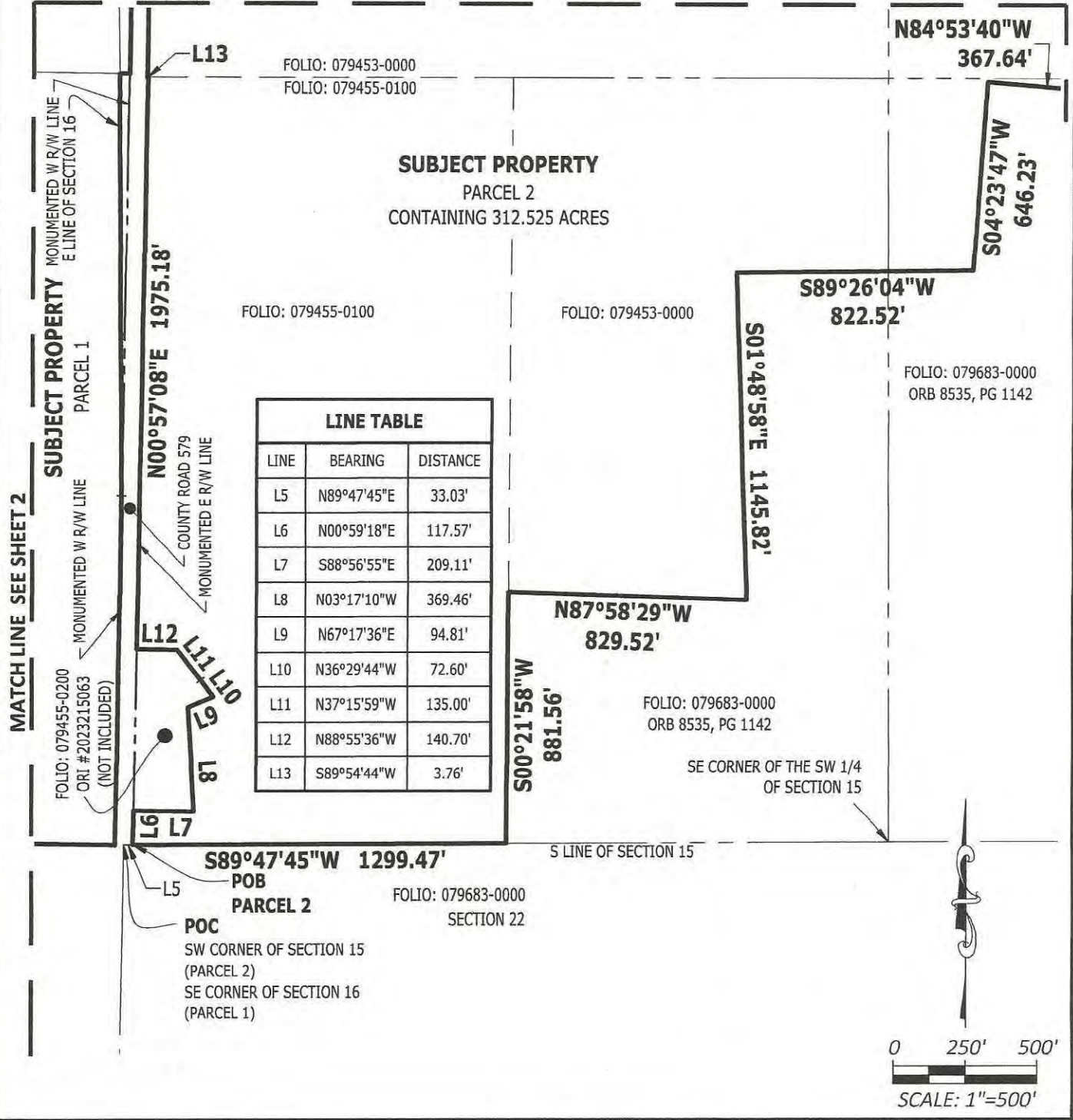
4921 Memorial Highway
 One Memorial Center, Suite 300
 Tampa, Florida 33634
 Phone: (813) 880-8881
 www.Ardurra.com
 License #2610

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

PARCEL 2 - SOUTH

MATCH LINE SEE SHEET 5



LINE TABLE		
LINE	BEARING	DISTANCE
L5	N89°47'45"E	33.03'
L6	N00°59'18"E	117.57'
L7	S88°56'55"E	209.11'
L8	N03°17'10"W	369.46'
L9	N67°17'36"E	94.81'
L10	N36°29'44"W	72.60'
L11	N37°15'59"W	135.00'
L12	N88°55'36"W	140.70'
L13	S89°54'44"W	3.76'

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

301 WIMAUMA, LLC

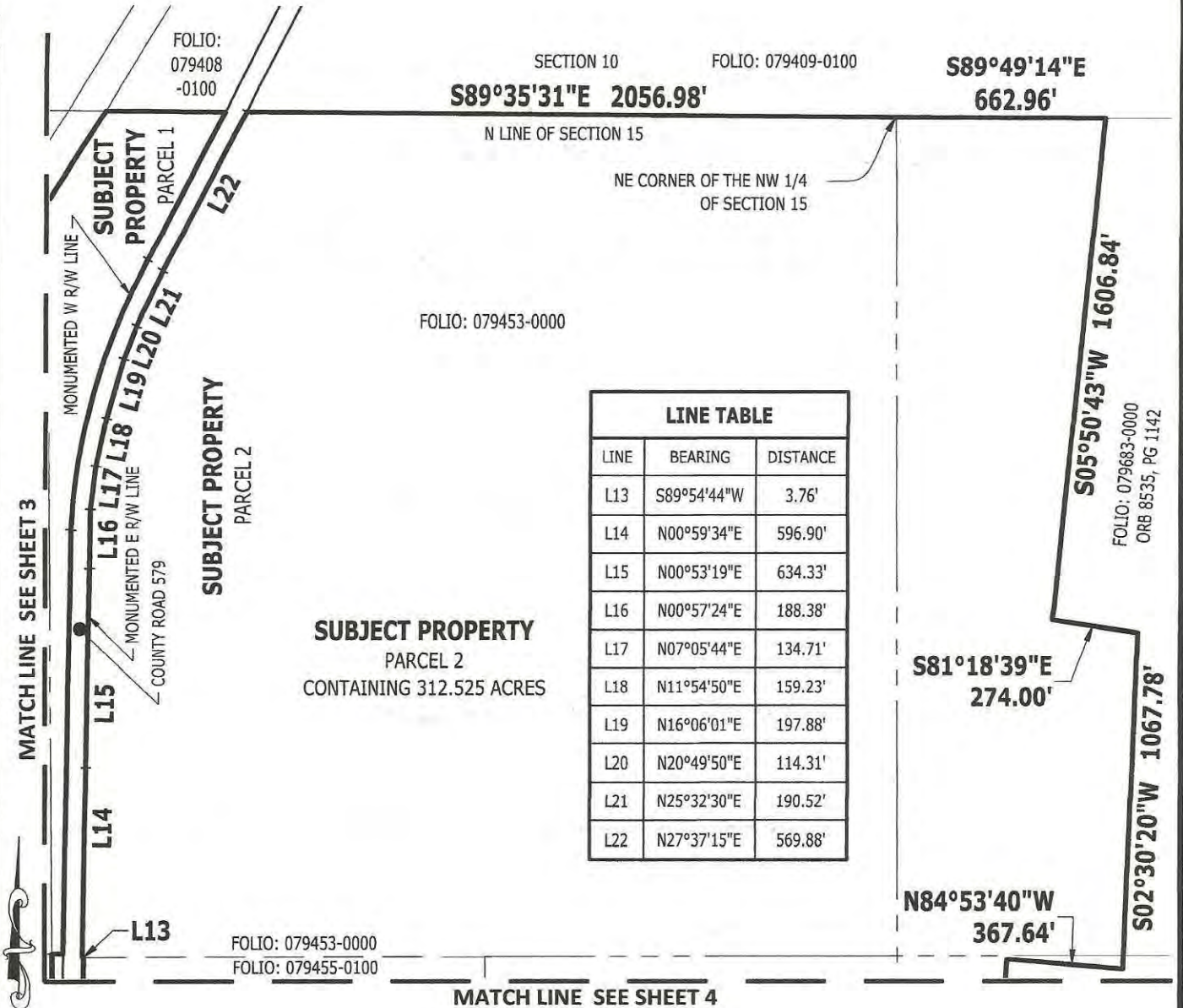
BERRY BAY III - CDD



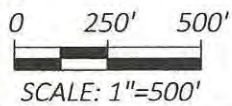
4921 Memorial Highway
 One Memorial Center, Suite 300
 Tampa, Florida 33634
 Phone: (813) 880-8881
 www.Ardurra.com
 License #2610

THIS IS NOT A SURVEY

PARCEL 2 - NORTH



LINE TABLE		
LINE	BEARING	DISTANCE
L13	S89°54'44"W	3.76'
L14	N00°59'34"E	596.90'
L15	N00°53'19"E	634.33'
L16	N00°57'24"E	188.38'
L17	N07°05'44"E	134.71'
L18	N11°54'50"E	159.23'
L19	N16°06'01"E	197.88'
L20	N20°49'50"E	114.31'
L21	N25°32'30"E	190.52'
L22	N27°37'15"E	569.88'



301 WIMAUMA, LLC

BERRY BAY III - CDD



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

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

PARCELS OF LAND LYING IN SECTIONS 15 AND 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89°11'20" WEST, A DISTANCE OF 30.00 FEET TO THE MONUMENTED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 579, SAME BEING THE POINT OF BEGINNING; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, CONTINUE ALONG SAID SOUTH LINE, NORTH 89°11'20" WEST, A DISTANCE OF 2,671.88 FEET; THENCE NORTH 89°59'05" WEST, A DISTANCE OF 499.89 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5289, PAGE 660, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE, NORTH 32°12'05" EAST, A DISTANCE OF 6,275.34 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE, LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE, SOUTH 89°35'28" EAST, A DISTANCE OF 377.81 FEET TO SAID MONUMENTED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 579; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 27°25'24" WEST, A DISTANCE OF 530.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (2) SOUTHERLY 901.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,961.65 FEET, A CENTRAL ANGLE OF 26°20'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 15°36'38" WEST 894.06 FEET; (3) SOUTH 00°55'37" WEST, A DISTANCE OF 1,338.85 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89°20'48" WEST, A DISTANCE OF 35.64 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE, ALONG THE EAST LINE OF SAID SECTION 16, SOUTH 00°28'12" EAST, A DISTANCE OF 1,453.03 FEET TO SAID WEST RIGHT-OF-WAY; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°56'11" WEST, A DISTANCE OF 1,222.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 193.994 ACRES

PARCEL 2

COMMENCING AT SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 15, NORTH 89°47'45" EAST, A DISTANCE OF 33.03 FEET TO THE MONUMENTED EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 579, SAME BEING THE POINT OF BEGINNING; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°59'18" EAST, A DISTANCE OF 117.57 FEET TO THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2023215063, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE, ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES: (1) SOUTH 88°56'55" EAST, A DISTANCE OF 209.11 FEET; (2) NORTH 03°17'10" WEST, A DISTANCE OF 369.46 FEET; (3) NORTH 67°17'36" EAST, A DISTANCE OF 94.81 FEET; (4) NORTH 36°29'44" WEST, A DISTANCE OF 72.60 FEET; (5) NORTH 37°15'59" WEST, A DISTANCE OF 135.00 FEET; (6) NORTH 88°55'36" WEST, A DISTANCE OF 140.70 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 00°57'08" EAST, A DISTANCE OF 1,975.18 FEET; (CONTINUED ON NEXT PAGE)

301 WIMAUMA, LLC

BERRY BAY III - CDD



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

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

(CONTINUED FROM LAST PAGE)

(2) SOUTH 89°54'44" WEST, A DISTANCE OF 3.76 FEET; (3) NORTH 00°59'34" EAST, A DISTANCE OF 596.90 FEET; (4) NORTH 00°53'19" EAST, A DISTANCE OF 634.33 FEET; (5) NORTH 00°57'24" EAST, A DISTANCE OF 188.38 FEET; (6) NORTH 07°05'44" EAST, A DISTANCE OF 134.71 FEET; (7) NORTH 11°54'50" EAST, A DISTANCE OF 159.23 FEET; (8) NORTH 16°06'01" EAST, A DISTANCE OF 197.88 FEET; (9) NORTH 20°49'50" EAST, A DISTANCE OF 114.31 FEET; (10) NORTH 25°32'30" EAST, A DISTANCE OF 190.52 FEET; (11) NORTH 27°37'15" EAST, A DISTANCE OF 569.88 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, SOUTH 89°35'31" EAST, A DISTANCE OF 2,056.98 FEET; THENCE SOUTH 89°49'14" EAST, A DISTANCE OF 662.96 FEET TO THE WEST BOUNDARY OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 8535, PAGE 1142, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) SOUTH 05°50'43" WEST, A DISTANCE OF 1,606.84 FEET; (2) SOUTH 81°18'39" EAST, A DISTANCE OF 274.00 FEET; (3) SOUTH 02°30'20" WEST, A DISTANCE OF 1,067.78 FEET; (4) NORTH 84°53'40" WEST, A DISTANCE OF 367.64 FEET; (5) SOUTH 04°23'47" WEST, A DISTANCE OF 646.23 FEET; (6) SOUTH 89°26'04" WEST, A DISTANCE OF 822.52 FEET; (7) SOUTH 01°48'58" EAST, A DISTANCE OF 1,145.82 FEET; (8) NORTH 87°58'29" WEST, A DISTANCE OF 829.52 FEET; (9) SOUTH 00°21'58" WEST, A DISTANCE OF 881.56 FEET TO SAID SOUTH LINE OF SECTION 15; THENCE, ALONG SAID SOUTH LINE, SOUTH 89°47'45" WEST, A DISTANCE OF 1,299.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 312.525 ACRES.

CONTAINING 506.519 ACRES TOTAL

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 16, BEING NORTH 89°11'20" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

301 WIMAUMA, LLC

BERRY BAY III - CDD



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

Q:\SURVEY\00083\2025\1207 - Berry Bay III CDD\Production\Drawings\BBIII-CDD-S&L.dwg, July 29, 2025 11:41 AM, ARDURRA GROUP, Inc.



Appendix B CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

BERRY BAY III
Community Development District
Proposed Infrastructure Costs 2025-2026

<u>Description</u>	<u>Master Costs</u>	SF Lots	<u>Estimated Cost</u>
Collector Roads and Offsite Road Improvements	\$ 7,800,000	\$ -	\$ 7,800,000
Subdivision Roads	\$ -	\$ 11,500,000	\$ 11,500,000
Pond Excavation and Stormwater Management	\$ -	\$ 23,250,000	\$ 23,250,000
Sewer and Wastewater Management	\$ 3,000,000	\$ 11,900,000	\$ 14,900,000
Water Supply	\$ 6,000,000	\$ 5,000,000	\$ 11,000,000
Power Infrastructure	\$ 1,000,000	\$ 1,400,000	\$ 2,400,000
Hardscapes, Landcape Buffers	\$ 2,500,000	\$ 2,500,000	\$ 5,000,000
Amenities, Entries	\$ 5,000,000	\$ -	\$ 5,000,000
Environmental	\$ 500,000	\$ -	\$ 500,000
Professional and Permit Fees	\$ 2,600,000	\$ 7,000,000	\$ 9,600,000
TOTAL			\$ 90,950,000

RESOLUTION NO. 2026-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT DECLARING NON-AD VALOREM SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH DEBT ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH DEBT ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH SUCH DEBT ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "**Board**") of the Berry Bay III Community Development District (the "**District**") has determined to construct and/or acquire certain public improvements (the "**Project**") set forth in the plans and specifications described in the *Master Report of the District Engineer/Engineer's Report dated March 5, 2026* (the "**Engineer's Report**"), incorporated by reference as part of this Resolution and which is available for review at the offices of Inframark, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "**District Office**"); and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of the Project by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapter 190, the Uniform Community Development District Act, Chapter 170, the Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Florida Statutes (the "**Debt Assessments**"); and

WHEREAS, the District is empowered by Chapters 190, 170, and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy, and collect the Debt Assessments; and

WHEREAS, the Board hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that the Debt Assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology Report dated March 5, 2026*, (the "**Assessment Report**") incorporated by reference as part of this Resolution and on file in the District Office; and

WHEREAS, the District hereby determines that the Debt Assessments to be levied will not exceed the benefits to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT THAT:

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. The Debt Assessments shall be levied to defray all of the costs of the Project.
3. The nature of the Project generally consists of public improvements consisting of water management and control, water supply, sewer and wastewater management, roads, parks and recreational facilities, undergrounding of electrical power, landscaping, hardscaping, and irrigation, all as described more particularly in the plans and specifications on file at the District Office, which are by specific reference incorporated herein and made part hereof.
4. The general locations of the Project are as shown on the plans and specifications referred to above.

5. As stated in the Engineer’s Report, the estimated cost of the Project is approximately **\$90,950,000** (hereinafter referred to as the "**Estimated Cost**").
6. As stated in the Assessment Report, the Debt Assessments will defray approximately **\$124,655,000** of the expenses, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency, all of which may be financed by the District's proposed capital improvement revenue bonds, to be issued in one or more series.
7. The manner in which the Debt Assessments shall be made is based upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report:
 - a. For unplatted lands the Debt Assessments will be imposed on a per acre basis in accordance with the Assessment Report.
 - b. For platted lands the Debt Assessments will be imposed on an equivalent residential unit basis per product type.
8. In the event the actual cost of the Project exceeds the Estimated Cost, such excess may be paid by the District from additional special assessments or contributions from other entities. No such excess shall be required to be paid from the District’s general revenues.
9. The Debt Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and abutting upon the Project or specially benefited thereby and further designated by the assessment plat hereinafter provided for below.
10. There is on file at the District Office, an assessment plat showing the area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open to inspection by the public.
11. The Chair of the Board has caused the District Manager to prepare a preliminary assessment roll which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Office.
12. In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost acquired by the District, the Debt Assessments shall be paid in not more than 30 annual installments payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the uniform method of the collection of non-ad valorem assessments is not available to the District in any year, or the District determines not to utilize the provision of Chapter 197, Florida Statutes, the Debt Assessments may be collected as is otherwise permitted by law.

Passed and Adopted on March 5, 2026.

Attest:

**Berry Bay III
Community Development District**

Printed Name: _____
Secretary/Assistant Secretary

Carlos de la Ossa
Chair of the Board of Supervisors

RESOLUTION NO. 2026-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT.

WHEREAS, the Board of Supervisors (the "**Board**") of the Berry Bay III Community Development District (the "**District**") has previously adopted Resolution No. 2026-28 declaring non-ad valorem special assessments, determining to construct and/or acquire certain public improvements, and providing for other things as described therein;

WHEREAS, in accordance with the above referenced resolution, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 190, 170, and 197, Florida Statutes have been satisfied so that the District may hold the required public hearing, and the preliminary assessment roll and related documents are available for public inspection at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "**District Office**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT THAT:

1. There is hereby declared a public hearing to be held on **Thursday, May 7, 2026, at 2:00 p.m.** at the offices of Inframark, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, for the purpose of hearing comment and objection to the proposed non-ad valorem special assessments related to the public improvements as identified in the preliminary assessment roll. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the District Manager at the District Office at the address listed above.
2. Notice of said hearing shall be advertised in accordance with Chapters 190, 170, and 197 Florida Statutes, and the District Manager is hereby authorized to place said notice in a newspaper of general circulation within the County the District is located in (by 2 publications 1 week apart with the first publication at least 20 days prior to the date of the hearing established herein). The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give 30 days’ written notice by first class United States mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
3. This Resolution shall become effective upon its passage.

Passed and Adopted on March 5, 2026.

Attest:

**Berry Bay III
Community Development District**

Printed Name: _____
Secretary/Assistant Secretary

Carlos de la Ossa
Chair of the Board of Supervisors

42 **FIFTH ORDER OF BUSINESS** **Appointment of Offices**

43 **A. Consideration of Resolution 2026-01; Appointment of Offices**

- 44 **A. Chairman**
- 45 **B. Vice Chairman**
- 46 **C. Secretary**
- 47 **D. Treasurer**
- 48 **E. Assistant Secretaries**

- 49
- 50 • The following persons are elected to the offices:
- 51
- 52 • Carlos de la Ossa Chairperson
- 53 • Nicholas Dister Vice Chairperson
- 54 • Brian Lamb Secretary
- 55 • Eric Davidson Treasurer
- 56 • Jayna Cooper Assistant Secretary
- 57 • Ryan Motko Assistant Secretary
- 58 • Angie Grunwald Assistant Secretary
- 59 • Roy Mazur Assistant Secretary
- 60 • *The Supervisors accepted compensation, two hundred dollars (\$200) per meeting.*

61
62 On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in
63 favor Resolution 2026-01; Appointment of Offices, as detailed above,
64 was adopted. 3-0

65

66 **SIXTH ORDER OF BUSINESS** **Appointment of Consultants**

- 67 **A. Consider Appointment of District Manager/Assessment Consultant-Resolution**
- 68 **2026-02**
- 69 **B. Designation of Registered Agent/Office-Resolution 2026-03**
- 70 **C. Consider Appointment of District General Counsel-Resolution 2026-04**
- 71 **D. Consider Appointment of Interim District Engineer**
- 72 **i. Authorize RFQ for District Engineer**
- 73 **E. Consider Appointment of Bond Counsel**
- 74 **F. Consider Appointment of Investment-Banker FMS Bonds**
- 75 **G. Consider Appointment of Trustee-US Bank**

- 76
- 77 • Mr. Lamb reviewed all items in detail; *vote taken by consent.*
- 78

79 On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in
80 favor, items A through G, were adopted/approved. 3-0

81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124

SEVENTH ORDER OF BUSINESS **Business Matters**

- A. Consider Authorizing Notice of Establishment-Resolution 2026-05**
- B. Consider Policy of Compensation for Board Members-Resolution 2026-06**
- C. Consider Policy of Reimbursement of District Travel Expenses-Resolution 2026-07**
- D. Consider the Designation of the Primary Administrative Office and Principal Headquarters-Resolution 2026-08**
- E. Consider Designation of the Local Records Office-Resolution 2026-09**
- F. Consider District Records Retention Schedule-Resolution 2026-10**
- G. Consider Fiscal Year 2026 Regular Meeting Schedule and Location-Resolution 2026-11**
- H. Consider Landowners’ Meeting Date, Time, and Location-Resolution 2026-12**
- I. Consider Proposed FY 2026 Annual Budget & Set Public Hearing-Resolution 2026-13**
- J. Set Public Hearing for Uniform Method of Collections-Resolution 2026-14**
- K. Consider Rules of Procedure & Setting Public Hearing -Resolution 2026-15**
- L. Consider Policy Re: Support & Legal Defense for Board & Staff-Resolution 2026-16**
- M. Authorization to obtain General Liability and Public Officers Insurance**
- N. Consider Designation of a Qualified Public Depository-Resolution 2026-17**
- O. Authorization of Signatories-Resolution 2026-18**
- P. Authorization to Disburse Funds for Expenses-Resolution 2026-19**
- Q. Consider Adoption of Investment Policy-Resolution 2026-20**
- R. Consider Approval of Florida Statewide Mutual Aid Agreement-Resolution 2026-21**
- S. Consider Provisions for Public Comments-Resolution 2026-22**
- T. Consider the Authorization of the Chairman to Accept or Execute Certain Documents-Resolution 2026-23**
- U. Consider Resolution re Prompt Payment Policy-Resolution 2026-24**
- V. Consideration of ADA Website Compliance Agreement**

- Mr. Lamb reviewed all items in detail; *vote taken by consent.*

On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in favor, items A through V, were adopted/approved. 3-0

EIGHTH ORDER OF BUSINESS **Preliminary Report Presentation-Assessment Bonds**

UNDER SEPARATE COVER-Bond Validation Report:

On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in favor, Bond Validation Report, in substantial form, was approved. 3-0

125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168

A. Consideration of District Engineer’s Report

On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in favor, District Engineer’s Report, in substantial form, was approved. 3-0

B. Authorizing Issuance of Bonds/Filing of Validation Complaint-Resolution 2026- 25

i. Master Trust Indenture

On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in favor, Resolution 2026-25; Authorizing Issuance of Bonds/Filing of Validation Complaint, including the Master Trust Indenture, was adopted. 3-0

C. Other Matters Relating to Financing

There being none, the next order of business followed.

NINTH ORDER OF BUSINESS **Administrative Matters**

A. Request for Working Capital

Mr. de la Ossa and staff are working on initial funding request.

TENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

B. District Manager

C. District Engineer

There being no reports, the next order of business followed.

ELEVENTH ORDER OF BUSINESS **Board Members’ Comments**

There being none, the next order of business followed.

TWELFTH ORDER OF BUSINESS **Public Comments**

There being none, the next order of business followed.

THIRTEENTH ORDER OF BUSINESS **Adjournment**

There being no further business,

On MOTION by Mr. de la Ossa seconded by Ms. Grunwald, with all in favor the meeting was adjourned at 11:25 a.m. 3-0

Jayna Cooper/Rollamay Turkoane
District Manager

Carlos de la Ossa
Chairperson