



Agenda Item Cover Sheet

Agenda Item N° _____

Meeting Date January 13, 2026

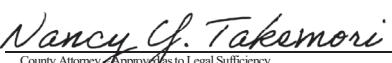
Consent Section Regular Section Public Hearing

Subject: CDD 26-0168 PETITION TO EXPAND THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT (CDD)

Agency/Department: Development Services Department, Community Development Section

Contact Person: Brian Grady Contact Phone: 276-8343

Sign-Off Approvals

	1/5/2026		1/2/2026
Deputy County Administrator	Date	Department Director	Date
	1/5/26		1/2/2026

Business and Support Services – Approved as to Financial Impact Accuracy

Date

Date

County Attorney – Approved as to Legal Sufficiency

Date

STAFF'S RECOMMENDED BOARD MOTION

Approve expansion of the Berry Bay Community Development District (CDD) in accordance with the attached ordinance. No direct financial impact to the County will occur as a result of this petition.

The expansion is estimated to increase the construction budget for CDD eligible project costs by \$2,697,000, of which \$1,045,000 is anticipated to be funded with long-term CDD bond proceeds. Of the total \$58,719,981 budgeted for total development costs, approximately \$24,698,986 (or about 42.06%) of infrastructure development costs is expected to be financed with CDD bonds.

FINANCIAL IMPACT STATEMENT

No direct financial impact to the County will occur as a result of this petition.

BACKGROUND

On March 10, 2020, the Board of County Commissioners (Board) adopted Ordinance 20-7 establishing the Berry Bay Community Development District (CDD). On August 13, 2024, the Board adopted Ordinance 24-22 amending the boundaries of the Berry Bay CDD. On March 18, 2025, the CDD petitioned Hillsborough County to expand further the boundaries of the district. The applicant's representative is Brian Lamb.

The area of expansion will be \pm 32.242 acres. The revised Berry Bay CDD will be \pm 506 acres. It is generally located between US Hwy 301 and SR 579 and south of Bonita Drive and north of Saffold Road in Wimauma.. Please see Attachment A for the proposed CDD's location. The newly expanded CDD area will consist of the following folios:

79640.0000	79643.5775		
79638.5500			
79640.0100			
79643.5825			

List of Attachments: A) Location Map B) Consent of Landowners C) Draft Ordinance

BACKGROUND - Continued:

The CDD expansion area is located within Planned Development (PD) zoning district PD 25-0704. PD 25-0704 is approved for 1,290 units. PD 25-0704 permits single family detached units (with minimum lot sizes of 4,000 sq. ft with minimum lot widths of 40 feet, with a maximum of 65% permitted to be under 50 feet in width). It is anticipated the expansion area will contain 50 single-family detached lots with 50' lot widths.

The statutory purpose of a CDD is to plan, finance, construct, and/or acquire, operate, and maintain community-wide infrastructure in large, planned community developments. A CDD is not a substitute for the local general purpose government unit, i.e. the City or County in which the CDD lies. A CDD lacks the powers of permitting, zoning, police, and many other authorities possessed by the general purpose governments.

The petition identifies the total cost of improvements in the expansion area as being approximately \$2,697,000. The cost estimate summary provided to the County for review appears below. Pursuant to Section 190.005(1)(a)6., F.S., the proposed timetable for construction of district services and the estimated cost of construction are not binding and may be subject to change. Total proposed costs include the following items. The scope of the County's financial review excludes making any determination as to which of the items may be funded with bond proceeds.

<u>Description</u>	<u>Prior Total Cost Estimate</u> (a)	<u>Expansion Area Costs</u> (b)	<u>Total Budget</u> (a) + (b)
Amenity/Hardscape/Landscape/Irrigation	\$ 5,275,000	\$ 136,000	\$ 5,411,000
District Roads	7,806,210	450,000	8,256,210
Environmental Costs	210,000	25,000	235,000
Master Infrastructure	10,000,000	0	10,000,000
Offsite Roadways	1,517,127	0	1,517,127
Offsite Utilities	1,519,316	0	1,519,316
Pond Excavation and Stormwater (Water Management and Control)	15,284,318	750,000	16,034,318
Power Infrastructure	150,000	75,000	225,000
Professional and Permitting Fees	3,055,754	350,000	3,405,754
Sewer and Wastewater Management	6,765,305	736,000	7,501,305
Undergrounding of Soft Utilities	450,000	0	450,000
Potable Water Supply	<u>3,989,951</u>	<u>175,000</u>	<u>4,164,951</u>
Subtotal Direct Project Costs	\$56,022,981	\$2,697,000	\$58,719,981
Private Development Costs	<u>N/A</u>	<u>53,000</u>	<u>53,000</u>
Total Project Costs	\$56,022,981	\$2,750,000	\$58,772,981

BACKGROUND - Continued:Financing Summary:

The Petitioner has applied to expand the District boundaries by approximately 32.242 acres (or about 6.8% of its current acreage) in order to create a more uniform land area; it is anticipated that 50 single-family homes will be located within the boundaries of the expansion parcel. The lands comprising the expansion area are currently undeveloped and unassessed.

The intent of the Petitioner is to use a variety of funding sources which may include, but are not limited to, future short- and/or long-term CDD bond issues, equity financing and bank financing to pay for improvements within the expansion area; such improvements will directly benefit landowners located within the boundaries of the expansion area. At this time, the Petitioner is planning to issue \$1,045,000 in long-term CDD bonds in order to pay for a portion of the projected \$2,697,000 in expansion area improvements. Long-term CDD bonds are repaid over a period of 30 years via annual assessments levied on the landowner; the developer bears no responsibility for repayment of long-term CDD debt assessed on land owned by others. Of the total \$58,719,981 budgeted for development costs, approximately \$24,698,986 (or about 42.06%) of infrastructure development costs is expected to be financed with CDD Bonds. It is anticipated that the expansion area will contain 50 50' single-family detached lots, and annual assessments will be approximately \$1,750/lot. A complete CDD financing summary for the expansion area is shown below.

Projected Inflows from Issuance of Bonds:

Bond Proceeds (equal to the issuance amount)	\$1,045,000
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Projected Uses of Funds Received:

Construction of Infrastructure Improvements (1)	\$ 671,675
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Capitalized Interest (for 24 months)	141,075
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Debt Service Reserve Fund (7.87% of the issuance amount)	82,250
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Underwriter's Discount (2% of the issuance amount)	50,000
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Costs of Issuance	<u>100,000</u>
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Total Projected Uses of Bond Proceeds	\$1,045,000
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(1) Total proposed direct project costs include the following items. The scope of the County's financial review excludes making any determination as to which of the items may be funded with bond proceeds.

Lot Mix and Projected Assessments

It is anticipated that the expansion area will contain 50 50' single-family detached lots, and annual assessments will be approximately \$1,750/lot.

The District will be managed by District Supervisors selected by qualified electors of the District. The District landowners control the entity which provides services and levies the funds to pay for these services. In accordance with 190.006, F.S., the residents of the District will begin to assume control of the CDD commencing six years after the initial appointment of the CDD board by the landowners. The County is not involved in the management or financial responsibilities of the District. The applicant has provided the written consent to the expansion of the boundaries of the District by the landowners of the property to be included in the District.

BACKGROUND - Continued:

A CDD is an independent special-purpose, local government taxing district authorized by Chapter 190, F.S. (Uniform Community Development Act of 1980, Section 190.002(1)a F.S.). The Uniform Community Development Act requires a public hearing on the petitioned request.

The petition includes the following items required by Section 190.046 F.S. which addresses expansion of the CDD:

- A metes and bounds description of the external boundaries of the district
- A statement of estimated regulatory costs in accordance with the requirements of s.120.541, F.S.
- The proposed timetable for construction of District services
- The estimated costs of constructing the proposed services for the expansion area and,
- A designation of the future general distribution, location and extent of public and private uses of land proposed for the area within the District boundaries.

The above information was received by Hillsborough County and was made part of the review for the proposed CDD.

Chapter 190, F.S., establishes six criteria that a petition must meet to merit approval for the expansion of a CDD. The six requirements include:

- 1) That all statements contained within the petition have been found to be true and correct.
- 2) That the expansion of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.
- 3) That the land area within the expanded district is of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functional, interrelated community.
- 4) That the creation of the expanded District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District.
- 5) That the proposed services and facilities to be provided by the expanded District are not incompatible with the capacity and uses of existing local and regional community development district services and facilities.
- 6) That the area proposed to be included in the expanded District is amenable to separate special district government.

Review Performed by County

No objections to the expansion of the CDD were raised by reviewing agencies. Staff from the Management and Budget department met with representatives of the Petitioner and conducted a financial review of the Berry Bay CDD expansion application. This review evaluated 1) the Applicant's compliance with the requirements of Florida Statutes Chapter 190, 2) the financial capacity of the Petitioner, who will be responsible for the development and operation of the CDD, and 3) the plan of finance for the CDD, including the issuance of bonds to finance eligible infrastructure. This review did not include determining the reasonableness of estimated infrastructure costs or a determination of which project costs are or are not eligible for reimbursement by the CDD and does not guarantee success of the project. Project financials reviewed were based on planned or anticipated performance rather than actual results, and as with any plan or strategy, some amount of risk is inherent and cannot be mitigated away.

Review Performed by the District's Financial Consultant

The financial consultant engaged by the Petitioner completed a feasibility study and performed certain other financial analysis in order to evaluate the probability of success of the project. The County reviewed this analysis for reasonableness; however, the fiduciary responsibility for this information lies with the Petitioner and its finance team rather than with the County. The County's financial review is conducted for the purpose of evaluating whether the applicant has met and complied with the requirements of Florida Statute Chapter 190 with regard to the expansion of the CDD.

BACKGROUND - Continued:Role of the Underwriter

It is the underwriters' responsibility to identify investors to purchase the bonds issued by the CDD.

Based on the information contained in this petition and reviews of County departments, staff finds that the petition meets the criteria contained in Chapter 190, F.S., for the expansion of a CDD.

ATTACHMENT A

Berry Bay CDD 05/2025 - Location

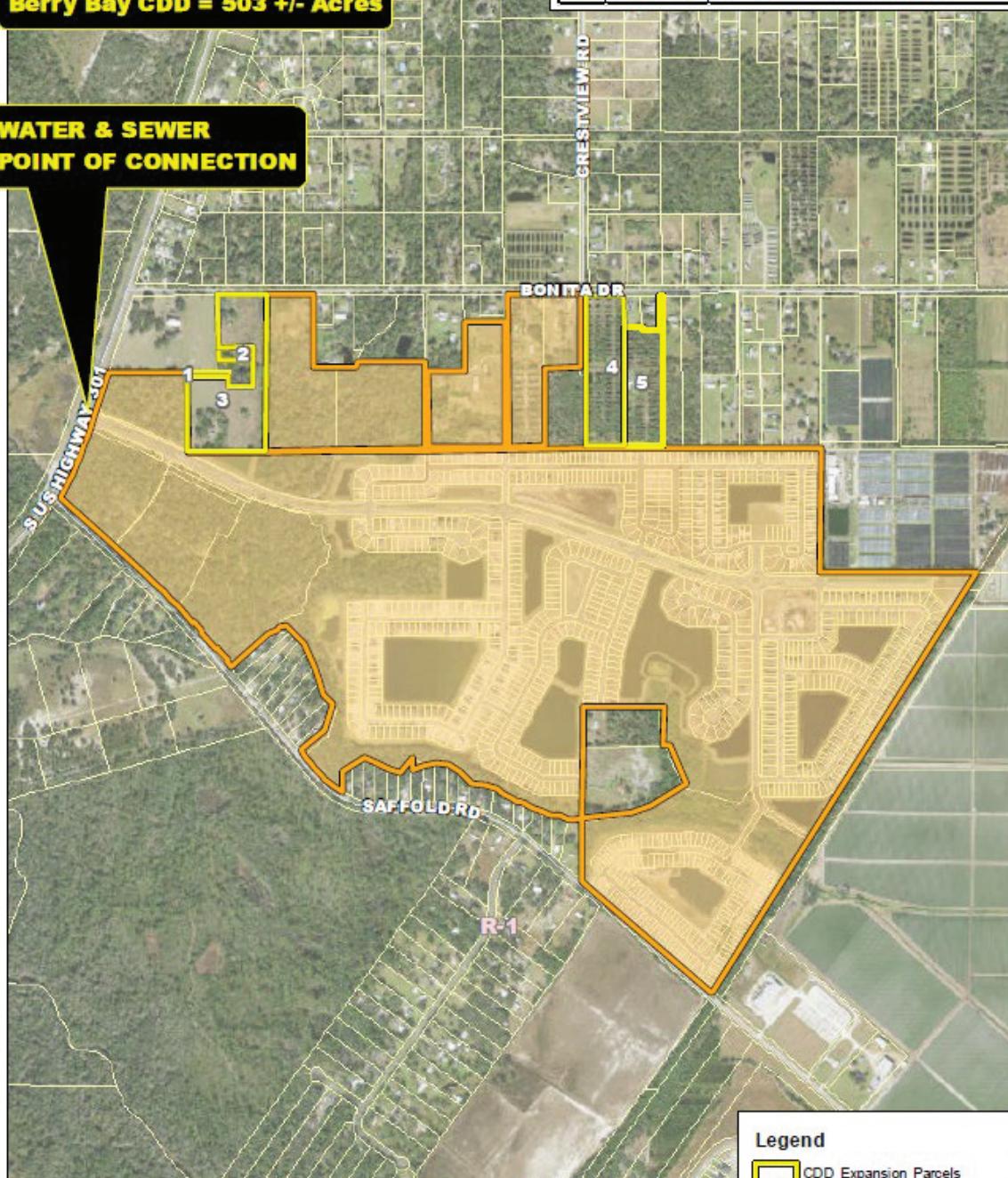


**Berry Bay CDD 05/2025
Expansion - Utilities**

KEY	FOLIO #	OWNER
1	79640.0000	THOMAS M AND ESTAE KEETLEY ET AL
2	79638.5500	THOMAS M AND ESTAE KEETLEY
3	79640.0100	THOMAS M AND ESTAE KEETLEY
4	79643.5825	EPG BERRY BAY HOLDINGS LLC
5	79643.5775	EPG BERRY BAY HOLDINGS LLC

Berry Bay CDD = 503 +/- Acres

**WATER & SEWER
POINT OF CONNECTION**



0 1,000 2,000 4,000
Feet

ATTACHMENT B

**CONSENT AND JOINDER OF LANDOWNER
TO THE EXPANSION OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT**

The undersigned owns certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Berry Bay Community Development District ("Petitioner") intends to submit a petition to expand the Berry Bay Community Development District per the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands that are intended to constitute a portion of the Berry Bay Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*; the Petitioner is required to include the written consent to the Expansion of the Berry Bay Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the Expansion of the Berry Bay Community Development District, which will include the Property within the lands to be a part of the Community Development District and agrees to execute further any documentation necessary or convenient evidence to evidence this consent and joinder during the application process for the Expansion of the Community Development District.

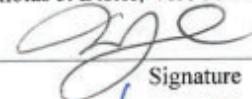
The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is expanded or for three years from the date hereof, whichever occurs first. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

(SIGNATURE PAGE TO FOLLOW)

Executed this 20 day of JUNE, 2025.

EPG Berry Bay Holdings, LLC
By: Eisenhower Management Inc, as its Manager
By: Nicholas J. Dister, Vice President

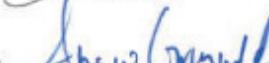


Signature

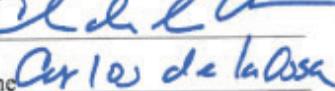
Witness:



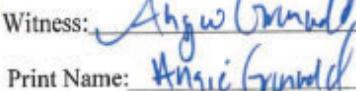
Witness:



Print Name:



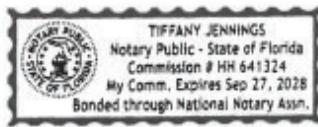
Print Name:



STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me through physical presence or online notarization, this 20 day of JUNE, 2025, by Nicholas J. Dister as Vice President. He/She is personally known to me, or has produced _____ as identification.



 NOTARY PUBLIC, STATE OF FLORIDA

TIFFANY JENNINGS

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

This Instrument Prepared by:

Theresa A Franks
Frontier Title Group, LLC
3030 Starkey Boulevard
235
New Port Richey, FL 34655

After Recording Return to:

EPG BERRY BAY HOLDINGS, LLC,
111 South Armenia Avenue
Tampa, FL 33609

Parcel Identification Number:

079643-5775

Consideration: \$ 805,046.00

(Space Above This Line For Recording Data)

Special Warranty Deed

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of this 17th day of April, 2025 between **INXS VI LLC, a Florida Limited Liability Company, and INXS VII LLC, a Florida Limited Liability Company**, whose mailing address is P.O. Box 447 Odessa FL 33556 ("Grantor") to, **EPG BERRY BAY HOLDINGS, LLC, a Florida limited liability company**, whose mailing address is 111 South Armenia Avenue, Tampa, FL 33609 ("Grantee").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to Grantee, and Grantee's successors and assigns forever, all the right, title, and interest in and to that certain real property (the "Property") located and situated in **Hillsborough County, Florida** and fully described as follows:

FOR PROPERTY DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way appertaining to the Property.

SUBJECT to taxes for 2025 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the date first written above.

GRANTOR:

INXS VI LLC, a Florida Limited Liability Company

By:

Jamie Rand, Authorized Representative of Holdings JJJ LLC as Authorized Representative of INXS VI LLC

INXS VII LLC, a Florida Limited Liability Company

By:

Jamie Rand, Authorized Representative of Holdings JJJ LLC as Authorized Representative of INXS VII LLC

WITNESSES: DocuSigned by:

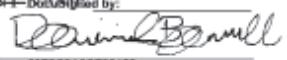
 Derrik Bonelli

A218BBC8989A412

WITNESS

Derrik Bonelli

PRINT NAME DocuSigned by:

 Derrik Bonelli

A218BBC8989A412

WITNESS

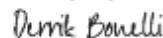
Dominick Bonelli

PRINT NAME DocuSigned by:

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of () physical presence or (x) online notarization, this 17th day of April, 2025, by Jamie Rand, Authorized Representative of Holdings JJJ LLC as Authorized Representative of INXS VI LLC of INXS VI LLC and Jamie Rand, Authorized Representative of Holdings JJJ LLC as Authorized Representative of INXS VII LLC of INXS VII LLC, () who is/are personally known to me or (x) who has/have produced Drivers License as identification.

DocuSigned by:

 Derrik Bonelli

A218BBC8989A412

Signature of Notary Public

Derrik Bonelli

Print, Type/Stamp Name of Notary

1412 w Rambla st. Tampa, FL 33612

WITNESS 1 ADDRESS

1412 w Rambla st. Tampa, FL 33612

WITNESS 2 ADDRESS

DS

DERRIK BONELLI
Notary Public-State of Florida
Commission # HH653332
Commission Expires 3/18/2029

EXHIBIT "A"

Property Address: **5201 Bonita Drive**
Wimauma, FL 33598

PARCEL A:

THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 AND THE WEST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; LESS THE NORTH 33 FEET FOR ROAD RIGHT-OF-WAY.

PARCEL B:

THE EAST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4, LESS THE NORTH 300 FEET OF THE WEST 150 FEET, LESS THE NORTH 33 FEET FOR ROAD RIGHT-OF-WAY AND LESS THE EAST 150 FEET OF THE WEST 300 FEET OF THE SOUTH 290.4 FEET OF THE NORTH 323.4 FEET THEREOF, AND THE EAST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4, ALL LYING IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

**CONSENT AND JOINDER OF LANDOWNER
TO THE EXPANSION OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT**

The undersigned owns certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Berry Bay Community Development District ("Petitioner") intends to submit a petition to expand the Berry Bay Community Development District per the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands that are intended to constitute a portion of the Berry Bay Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*; the Petitioner is required to include the written consent to the Expansion of the Berry Bay Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the Expansion of the Berry Bay Community Development District, which will include the Property within the lands to be a part of the Community Development District and agrees to execute further any necessary documentation or convenient evidence to evidence this consent and joinder during the application process for the Expansion of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is expanded or for three years from the date hereof, whichever occurs first. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

(SIGNATURE PAGE TO FOLLOW)

Executed this 4th day of August, 2025.

By: Esta Keetley

Esta E. Keetley
Signature

Witness: J. W. D.

Print Name: Jeanne Dens

By: Thomas M Keetley

Thomas M Keetley
Signature

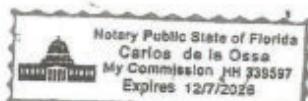
Witness: Lisa Walker

Print Name: Lisa Walker

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me through physical presence or online notarization, this 4th day of August, 2025, by Thomas M. Keetley as Owners. He/She is personally known to me, or has produced Florida license XXXXXXXXXX identification.

Carlos de la Ossa
NOTARY PUBLIC, STATE OF FLORIDA



Carlos de la Ossa
(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A: Legal Descriptions/Folios

DESCRIPTION: (Taken from Commonwealth Land Title Insurance Company Commitment No. BY812409006)

Parcel 1

The SE 1/4 of the SE 1/4 of the SW 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida Less the North 32.79 feet of the SE 1/4 of the SE 1/4 of the SW 1/4, also less the West 305 feet of the East 320 feet of the North 110 feet of said SE 1/4 of the SE 1/4 of the SW 1/4.

TOGETHER WITH:

Begin at the NE corner of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida; thence North along the East line of the NE 1/4 of the SE 1/4 of the SW 1/4 of said Section 19, a distance of 650 feet to the South Right of Way line of Bonita Road (a 66 foot county road); thence West along said South line, 15 feet; thence South 650 feet to a point 15 feet West of the Point of Beginning; thence continue South 110 feet; thence East 15 feet; thence North along the East line of the aforementioned SE 1/4 of the SE 1/4 of the SW 1/4 a distance of 110 feet to the Point of Beginning.

AND TOGETHER WITH:

Begin 110 feet South and 15 feet West of the Northeast corner of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida; thence North parallel to the East line of the NE 1/4 of the SE 1/4 of the SW 1/4 of said Section 19, a distance of 760 feet to the South R/W line of Bonita Road (a 66 foot county road); thence South 89°44'48" West along said R/W line 392 feet to the center of a 10 foot travelway; thence South 435 feet; thence North 89°44'48" East 292 feet; thence South 325.29 feet; thence North 89°34'49" East 100 feet to the Point of Beginning.

Parcel 3

Commence at the NE corner of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida; thence South, along the East line of the SW 1/4 of said Section 19, 110.0 feet; thence South 89°34'49" West, 115.0 feet; thence North parallel to said East line, 212.5 feet for a Point of Beginning; thence continue North 112.79 feet; thence South 89°44'48" West, 292.0 feet; thence South 112.79 feet; thence North 89°44'48" East, 292.0 feet to the Point of Beginning.

Commerce Title REC. 4587 1889

WARRANTY DEED
1430SC/97056

Insurance Agency of Florida, Inc.

This Warranty Deed Made the 19TH day of June A. D. 1985 by

GLEN E. MIXON, SR., and wife, ISABELLE B. MIXON
hereinafter called the grantor, to

CODES TIME 04 13P
13419781 105 0006 26JUN85
RECORDED 028117 C
CK 13.55

THOMAS H. KEETLEY and wife, ESTA E. KEETLEY

whose post office address is P.O. Box 5554, Sun City, FL 33571
hereinafter called the grantee:

(Wherever used herein the terms "grantee" and "grantor" include all the parties to this instrument and the heirs legal representatives and assigns of individuals and the successors and assigns of corporations.)

Witnesseth: That the grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienes, remises, releases, conveys and confirms unto the grantee all that certain land situate in Hillsborough County, Florida, viz:

Commence at the NE corner of the SE^{1/4} of SE^{1/4} of SW^{1/4} of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida; thence South, along the East line of the SW^{1/4} of said Section 19, 110.0 feet; thence S.89°34'49" W., 115.0 feet; thence North parallel to said East Line, 212.5 feet for a Point of Beginning; thence continue North 112.79 feet; thence S.89°44'48" W., 292.0 feet; thence South 112.79 feet; thence N.89°44'48"E., 292.0 feet to the Point of Beginning.

INT. TAX
SURV. TAX
DOC. STAMP
8.55
REC. FEE
5.00
YTD. FEE
13.55
REC. CLK.
REC. 1355

REC FEE
500
JAMES F. TAYLOR, JR.
CLERK CIR. CT. COURT
HILLSBOROUGH CO.
REC CLK
REC. 1355

Intangible Tax Pd. \$ —
Documentary Tax Pd. \$ 8.55
By: J. F. Taylor

THIS INSTRUMENT WAS PREPARED
BY AND RELIEVED TO
JAMES F. TAYLOR
COMMERCIAL INSURANCE
AGENCY OF FLORIDA, INC.
1513-C SHOPKIN PLAZA
SUN CITY CENTER, FL 33570
Deputy Clerk Chelsea Title & Warranty Co.
P.O. Box 2268, Tampa, FL 33601

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1984.

REC FEE
—
JAMES F. TAYLOR, JR.
CLERK CIR. CT. COURT
HILLSBOROUGH CO.
REC CLK

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

Juria G. Chamberlain
Kimberly A. Moyle

Glen E. Mixon, Sr. L.S.
Isabelle B. Mixon L.S.
ISABELLE B. MIXON

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgment, personally appeared

GLEN E. MIXON, SR., and wife, ISABELLE B. MIXON

to me known to be the person to, described in and who executed the foregoing instrument and they acknowledged before me
that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 19th day of June

A. D. 19 85

Kimberly A. Moyle
Notary Public
No. 110000000000000000
State of Florida
My Comm. Exp. Sept. 2, 1996

My commission expires 35

This Indenture.

Wherever used herein, the term "party" shall include the holder, personal representatives, successors and/or assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if need, the term "wife" shall include all the wives herein described if more than one.

Made this 19th day of December A. D. 19 84

Between

GLEN E. MIXON and Wife, ISABELLA MIXON

of the County of Manatee and State of Florida
party of the first part, and

THOMAS M. KEETLEY and Wife, ESTA E. KEETLEY
Post Office Box 554, Sun City Center, FL 33570

of the County of Hillsborough and State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of ---Ten and No/100--- Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part, his heirs and assigns forever, all that certain parcel of land lying and being in the County of Hillsborough, and State of Florida, more particularly described as follows:

INT TAX	Parcel B
SUR TAX	The North 32.79 feet of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida, Less the East 320 feet thereof.
REC FEE	0/0
ACC NUM	JAMES F. TAYLOR, JR. CLERK OF THE COURT RECORDING DEPT. HILLSBOROUGH CO. TAMPA, FL 33601
TOT DUE	0/0
REC CLK	2/63

CODES 1249884 TIME 04 370
105 0006 260C84
RECORDED 062680 B
CK 9.30

STATE OF FLORIDA
DOCUMENTARY STAMP
DEPT. OF REVENUE
RE. NO. 111
RE. DEC 20 1984
00.90
1 6 5 2 3
4 1 6 5 2 3
5 1 6 5 2 3
6 1 6 5 2 3

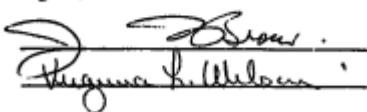
Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

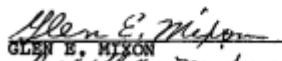
To Have and to Hold the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that he is lawfully seized of the said premises, that they are free from all incumbrances and that he has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:




GLEN E. MIXON
ISABELLA MIXON

State of Florida,

County of Hillsborough

REC 4472 435

I HEREBY CERTIFY, That on this 19th day of December
A. D. 1984, before me personally appeared

GLEN E. MIXON and Wife, ISABELLA NIXON

to me well known and known to me to be the person described in and who
executed the foregoing conveyance to

THOMAS M. KEETLEY and Wife, ESTA E. KEETLEY and they acknowledged
the execution thereof to be their free act and deed for the uses and purposes
therin mentioned.

WITNESS my signature and official seal at Sun City Center
in the County of Hillsborough and State of Florida, the day and
year last aforesaid.

My Commission Expires _____

Notary Public, State of Florida at large
My Commission Expires Nov. 7, 1988

Vergene L. Wilson
Notary Public



Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

37

Return to:

Mr. Thomas M. Keetley
Post Office Box 5554
Sun City Center, FL 33570

WARRANTY DEED
REVD. 10/1960**This Warranty Deed** Made the 2nd day of April A.D. 19 79 byGLEN E. MIXON, SR., and wife, ISABELLE B. MIXON
hereinafter called the grantor, to

THOMAS M. KEETLEY and wife, ESTA E. KEETLEY

whose postoffice address is P.O. Box 403, Winter Haven 33532
hereinafter called the grantee:

(We the grantor and grantee the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00----- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bequests, sells, alienes, renounces, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

Begin 110 feet South and 15 feet West of the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida; thence North parallel to the East line of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 19, a distance of 760 feet to the South R/W line of Bonita Road (a 66 foot county road); thence South 89°44'48" West along said R/W line 392 feet to the center of a 10 foot travelway; thence South 435 feet; thence North 89°44'48" East 292 feet; thence South 325.29 feet; thence North 89°34'49" East 100 feet to the point of beginning.

RECEIVED
A 22593
May 2 4 1979 PM 7:30
CLERK OF THE COURT
HILLSBOROUGH COUNTY, FLA.Together with all the tenements, hereditaments and appurtenances thereto
appertaining.**To Have and to Hold,** the same in fee simple forever.**And** the grantor hereby covenants with said grantee that the grantor is lawfully entitled to said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 78.**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in our presence:

Joyce Boyette
Glen E. Mixon, Sr.
Isabelle B. Mixon

Glen E. Mixon, Sr. L.S.
Glen E. Mixon, Sr.
Isabelle B. Mixon L.S.

STATE OF FLORIDA,
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared
GLEN E. MIXON, SR., and wife, ISABELLE B. MIXON
to me known to be the person described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same
WITNESS my hand and official seal in the County and State last aforesaid this
April A.D. 19 79

Joyce Boyette
NOTARY PUBLIC
State of Florida My License No. 4-24-8
My Commission Expires 4-24-80

This Instrument prepared by:

Address This Instrument Prepared By:
Joyce Boyette of Abstract & Title Co.
of Hillsborough County, Inc.
210 S. Kings Ave., Suite L
Brandon, Florida 33511

Abstract and Title Company
of Hillsborough County, Inc.

ATTACHMENT C

ORDINANCE NO. 26 - _____

AN ORDINANCE AMENDING ORDINANCE 20-7, AS AMENDED BY ORDINANCE 24-22, OF THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS; AMENDING THE BOUNDARIES OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING THE AMENDED BOUNDARIES OF THE DISTRICT; PROVIDING THAT ALL OTHER PROVISIONS OF ORDINANCE 20-7 AND ORDINANCE 24-22 SHALL REMAIN EFFECTIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Berry Bay Community Development District (the "District") was created by Hillsborough County Ordinance No. 20-7, approved by the Hillsborough County Board of County Commissioners (the "County") on March 10, 2020, as amended by Ordinance No. 24-22, approved by the County on August 13, 2024, and encompasses 473.947 acres, more or less; and

WHEREAS, the District has petitioned the County to adopt an ordinance amending the District boundaries pursuant to Chapter 190, Florida Statutes, to expand the boundaries by adding approximately 32.24 acres to the District as described in attached Exhibit "A" (the "Expansion Area"); and

WHEREAS, the owners of the Expansion Area have consented in writing to the inclusion of such property within the boundaries of the District; and

WHEREAS, the petition seeks, by way of adding the real property described per parcel in Exhibit "A", to designate all of the real property described in Exhibit "B" as land within the District, for which the District is authorized to manage and finance basic service delivery; and

WHEREAS, the expanded District will constitute a timely, efficient, effective, responsive, and economic method of delivering community development services, in the area described in Exhibit "B", which the County is not able to provide at a level and quality needed to service the District, thereby providing a solution to the County's planning, management, and financing needs for the delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the County has held a public hearing on the Petition in accordance with the requirements and procedures of Sections 190.046(1)(b), Florida Statutes; and

WHEREAS, the County has considered the record of the public hearing and the factors set forth in Section 190.005 (1) (e), Florida Statutes.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, THIS ____ DAY OF _____, 2026, AS FOLLOWS: SECTION 1. FINDINGS OF FACT. The County hereby finds and states that:

1. the "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;
2. all statements contained in the Petition are true and correct; and
3. the amendment to the boundaries of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the County's Comprehensive Plan; and
4. the area of land within the amended boundaries of the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and
5. the expansion of the District is the best alternative available for delivering community development services and facilities to the area within the amended boundaries that the District will serve; and
6. the proposed community development services and facilities to be provided by the District within the amended boundaries will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
7. the area within the Expansion Parcel that will be served by the District is amenable to separate, special-district government; and
8. the granting of the Petition complies with the requirements of Chapter 190, Florida Statutes; and
9. upon adoption of this Ordinance, all provisions of County Ordinance No. 22-20 will continue to be effective, except as modified herein.

SECTION 2. CONCLUSIONS OF LAW.

1. This proceeding is governed by Chapter 190, Florida Statutes, and
2. The County has jurisdiction pursuant to Sections 190.005 (2) and 190.046(1)(b), Florida Statutes; and
3. The granting of the Petition complies with the dictates of Chapter 190, Florida Statutes.

SECTION 3. BOUNDARY AMENDMENT. The area of land described in the attached Exhibit "A" is hereby added to and included within the geographical boundaries of the District. Accordingly, all of the real property identified in Exhibit "B," encompassing 506.460 acres, more or less, is now designated as land within the District.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective immediately upon the date of filing a copy of this Ordinance with the Secretary of State.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, provision, or other part of this Ordinance is held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

Adopted this ____ day of _____, 2026.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, _____ Clerk of the Circuit Court and Ex-Officio of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners at its regular meeting of _____, as the same appears of record in Minute Book _____ of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this ____ day of _____, 2026.

BY: _____

Deputy Clerk

APPROVED BY COUNTY ATTORNEY

BY: _____
Senior Assistant County Attorney
Approved as to form and legal sufficiency.

EXHIBIT A

EXPANSION AREA

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Southeast corner of said Southwest 1/4 of Section 19; thence along the South boundary of said section, also being the North boundary of Berry Bay Subdivision Villages E, G, and L, according to the plat thereof, as recorded in Plat Book 142, Page 76, of the Public Records of Hillsborough County, Florida, S.89°37'02"W., a distance of 666.48 feet to the Southeast Corner of the Southwest 1/4 of the Southwest 1/4 of said Section 19, thence along the East boundary thereof, N.00°26'10"W., a distance of 627.92 feet; thence N.89°36'45"E., a distance of 347.18 feet; thence S.00°23'58"E., a distance of 77.21 feet; thence N.89°39'19"E., a distance of 204.86 feet; thence N.00°00'00"E., a distance of 212.60 feet; thence S.89°44'48"W., a distance of 297.46 feet; thence N.00°00'00"E., a distance of 547.75 feet to the South Right of Way of Bonita Drive, according to Official Records 3507, Page 826, of said Public Records, thence along said South Right of Way N.89°44'48"E., a distance of 407.00 feet to a point on the East boundary of said Southwest 1/4 of Section 19, thence along said East boundary, S.00°23'58"E., a distance of 1310.68 feet to the POINT OF BEGINNING.

Containing 14.741 acres, more or less.

Together with:

A parcel of land lying in the Southwest 1/4 of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Southwest corner of said Southwest 1/4 of Section 20, thence along the West boundary thereof, N.00°12'00"W., a distance of 1285.54 feet to the South Right of Way of Bonita Drive, according to Official Records Instrument # 2021166958, of said Public Records, thence along said South Right of Way S.89°56'07"E., a distance of 329.79 feet; thence leaving said South Right of Way S.00°09'33"E., a distance of 267.00 feet; thence S.89°56'07"E., a distance of 150.00 feet; thence S.00°09'33"E., a distance of 23.40 feet; thence S.89°56'07"E., a distance of 150.00 feet; thence N.00°09'33"W., a distance of 290.40 feet to said South Right of Way of Bonita Drive, thence along said South Right of Way, S.89°56'05"E., a distance of 29.09 feet; thence leaving said South Right of

Way, S.00°07'30"E., a distance of 1285.71 feet to the South boundary of said Southwest 1/4 of Section 19, also being said North boundary of Berry Bay Subdivision Villages E, G, And L, thence along said North boundary N.89°55'12"W., a distance of 657.20 feet to the POINT OF BEGINNING.

Containing 17.501 acres, more or less.

Total Containing 32.242 acres, more or less.

|

EXHIBIT B

DISTRICT AMENDED BOUNDARY

DESCRIPTION: All of BERRY BAY SUBDIVISION VILLAGES E, G AND L, according to the plat thereof, as recorded in Plat Book 142, Page 76; along with All of BERRY BAY SUBDIVISION VILLAGE M, according to the plat thereof, as recorded in Plat Book 142, Page 135; along with All of BERRY BAY SUBDIVISION VILLAGE K, according to the plat thereof, as recorded in Plat Book 142, Page 142; along with All of BERRY BAY SUBDIVISION VILLAGE I, according to the plat thereof, as recorded in Plat Book 142, Page 146, all of the Public Records of Hillsborough County, Florida; together with parcels of land lying in Sections 19, 20, 29 & 30, Township 32 South, Range 20 East, and being more particularly described as follows:

BEGIN at the Easternmost corner of said BERRY BAY SUBDIVISION VILLAGES E, G, AND L; thence along the East boundary of said BERRY BAY SUBDIVISION VILLAGES E, G, AND L; S 32°10'01" W, a distance of 4154.11 feet to a point on the Northeasterly Right of Way of SAFFOLD ROAD, also known as DUG CREEK ROAD, as shown on said BERRY BAY SUBDIVISION VALLAGES E, G, AND L; thence along said Northeasterly Right of Way, N 55°47'49" W, a distance of 197.84 feet; thence N 49°03'15" W, a distance of 1261.99 feet to a point on the West boundary of Section 29, Township 32 South, Range 20 East; thence along said West boundary, N 00°22'43" E, a distance of 485.09 feet to the centerline of an existing creek known as Dug Creek, said point hereafter known as "Reference Point A"; thence meander along said centerline of Dug Creek the following twenty one (21) courses: 1) N 71°49'58" W, a distance of 111.12 feet; 2) N 79°21'50" W, a distance of 154.07 feet; 3) S 72°16'36" W, a distance of 79.75 feet; 4) N 48°28'53" W, a distance of 100.66 feet; 5) N 51°16'33" W, a distance of 99.97 feet; 6) N 64°24'08" W, a distance of 92.10 feet; 7) S 89°07'11" W, a distance of 87.67 feet; 8) N 56°04'50" W, a distance of 109.62 feet; 9) N 65°15'10" W, a distance of 103.68 feet; 10) N 87°23'56" W, a distance of 96.93 feet; 11) N 40°50'03" W, a distance of 149.63 feet; 12) N 65°11'31" W, a distance of 109.43 feet; 13) N 84°41'38" W, a distance of 101.73 feet; 14) S 87°13'30" W, a distance of 100.15 feet; 15) N 63°17'24" W, a distance of 111.58 feet; 16) S 38°55'28" W, a distance of 160.48 feet; 17) N 73°11'24" W, a distance of 104.26 feet; 18) N 66°39'45" W, a distance of 108.59 feet; 19) N 56°04'33" W, a distance of 118.40 feet; 20) S 57°25'23" W, a distance of 114.36 feet; 21) S 56°58'16" W, a distance of 107.26 feet; thence departing said Centerline of Dug Creek, S 00°22'43" W, a distance of 174.00 feet to a point on aforesaid Northeasterly Right of Way of SAFFOLD ROAD; thence along said Northeasterly Right of Way, 218.98 feet along the arc of a non-tangent curve to the right having a radius of 637.11 feet and a central angle of 19°41'34" (chord bearing N 50°13'31" W, 217.90 feet); thence N 40°24'48" W, a distance of 219.00 feet; thence departing said North Right of Way, N 49°35'12" E, a distance of 254.78 feet to the Centerline of aforesaid existing creek; thence along said centerline, the following nine (9) courses: 1) N 19°00'36" E, a distance of 230.00 feet; 2) N 42°21'34" W, a distance of

108.06 feet; 3) N 16°25'27" W, a distance of 118.21 feet; 4) N 22°41'16" W, a distance of 113.38 feet; 5) N 18°00'39" W, a distance of 116.82 feet; 6) N 26°15'44" W, a distance of 111.38 feet; 7) N 43°51'27" W, a distance of 108.20 feet; 8) N 46°55'35" W, a distance of 108.70 feet; 9) S 82°51'08" W, a distance of 196.89 feet to a point on the Easterly boundary of that certain property as described in Official Records Instrument 2021583880, of said Public Records; thence along said Easterly boundary, S 49°35'09" W, a distance of 420.00 feet to aforesaid Northeasterly Right of Way of SAFFOLD ROAD; thence along said Northeasterly Right of Way, N 40°24'48" W, a distance of 194.94 feet; thence northwesterly, 990.29 feet along the arc of a tangent curve to the left having a radius of 8134.68 feet and a central angle of 06°58'30" (chord bearing N 43°54'03" W, 989.68 feet); thence N 47°23'18" W, a distance of 821.43 feet to the East Right of Way of US HIGHWAY NO. 301 (State Road 43); as shown on said BERRY BAY SUBDIVISION VILLAGES E, G AND L; thence along said East Right of Way, northeasterly, 312.66 feet along the arc of a non-tangent curve to the left having a radius of 1433.59 feet and a central angle of 12°29'46" (chord bearing N 23°51'47" E, 312.04 feet); thence N 18°14'37" E, a distance of 807.69 feet to a point on the Westerly extension of the North boundary of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence along said Westerly extension, N 89°37'18" E, a distance of 672.80 feet to the Northeast corner of the Southwest 1/4 of said Southeast 1/4 of the Southwest 1/4; thence N.89°36'44"E., a distance of 347.11 feet; thence S.00°23'58"E., a distance of 110.00 feet; thence N.89°39'19"E., a distance of 204.86 feet; thence N.00°00'00"E., a distance of 212.60 feet; thence S.89°44'48"W., a distance of 297.46 feet; thence N.00°00'00"E., a distance of 547.75 feet to a point on the South Right-of-Way of Bonita Drive, according to Official Records Instrument # 2021436196, of said Public Records; thence the following three (3) courses along said South Right-of-Way: 1) N.89°44'48"E., a distance of 407.00 feet; 2) S.00°23'58"E., a distance of 19.07 feet; 3) N 89°40'55" E, a distance of 406.84 feet; thence departing said South Right-of-Way line S 00°18'37" E, a distance of 609.95 feet; thence N 89°43'38" E, a distance of 373.11 feet; thence N 59°20'55" E, a distance of 87.13 feet; thence N 89°40'35" E, a distance of 477.22 feet to a point on the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 19; thence along said West boundary, N 00°13'33" W, a distance of 565.79 feet to a point on aforesaid South Right of Way of Bonita Drive; thence along said South Right of Way, N 89°42'25" E, a distance of 60.00 feet; thence departing said South Right of Way, S 00°15'50" E, a distance of 620.11 feet to a point on a line 660.00 feet South and parallel with the North boundary of said Southeast 1/4 of the Southeast 1/4; thence continue along said line, N 89°42'33" E, a distance of 300.33 feet; thence N 00°12'23" W, a distance of 440.22 feet; thence N 89°25'38" E, a distance of 135.00 feet; thence N 00°09'28" W, a distance of 4.11 feet; thence N 89°41'11" E, a distance of 165.33 feet; thence N 00°17'50" W, a distance of 174.92 feet to aforesaid South Right of Way of Bonita Drive; thence along said South Right of Way, N 89°42'33" E, a distance of 691.04 feet to a point on the West boundary of the Southwest 1/4 of said Section 20; thence along said West boundary N.00°12'00"W., a distance of 7.02 feet to the South Right-of-Way line of Bonita Drive; thence along said South Right-of-Way line S.89°56'07"E., a distance of 329.79 feet; thence departing said South Right-of-Way line S.00°09'33"E., a distance of 267.00 feet; thence S.89°56'07"E., a distance of 150.00 feet to the South Right-of-Way of said Bonita Drive; thence along said South Right-of-Way S.00°09'33"E., a distance of 23.40 feet; thence S.89°56'07"E., a distance of 150.00 feet; thence N.00°09'33"W., a distance of 290.40 feet; thence S.89°56'05"E., a

distance of 29.09 feet; thence S.00°07'30"E., a distance of 1285.71 feet to the North boundary of said BERRY BAY SUBDIVISION VILLAGES E, G, AND L; thence along said North boundary of said BERRY BAY SUBDIVISION VILLAGES E, G, AND L, the following three (3) courses: 1) S 89°55'05" E, a distance of 1322.20 feet; 2) S 00°05'40" E, a distance of 1050.69 feet; 3) S 89°56'45" E, a distance of 1325.96 feet to the **POINT OF BEGINNING**.

Containing 526.281 acres, more or less.

LESS & EXCEPT PARCEL 1:

DESCRIPTION: A parcel of land lying in Section 29, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at aforesaid Reference Point "A"; thence along the West boundary of said Section 29; N 00°22'44" E, a distance of 469.72 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence continue along said West boundary, N 00°19'20" E, a distance of 498.49 feet; thence S 89°35'23" E, a distance of 658.93 feet; thence S 00°26'55" E, a distance of 329.48 feet; thence S 89°38'18" E, a distance of 35.51 feet; thence S 23°46'27" E, a distance of 376.27 feet; thence S 58°52'30" W, a distance of 353.16 feet; thence S 69°26'38" W, a distance of 169.65 feet; thence S 83°08'26" W, a distance of 396.27 feet to the **POINT OF BEGINNING**.

Containing 14.974 acres, more or less.

LESS & EXCEPT PARCEL 2: (Taken from Instrument #: 2020360785, Hillsborough County, Florida)

The South 1/2 of the following described property, to wit:

The East 1/2 of the Northeast 1/4 of the SE 1/4 of the SE 1/4 and the East 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4, all in Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida, being ten acres more or less, LESS the North 40 feet for road right-of-way; LESS that part of captioned property which lies within the property described in Official Records Book 3990, Page 706, of the Public Records of Hillsborough County, Florida.

Together with an easement for ingress and egress purposes over and upon said North 1/2 of the above described property, in favor or an appurtenant to the South 1/2 of the above described property of ten acres, more or less, which easement shall continue until such time as

any part of the aforesaid South 1/2, large enough to permit reasonable ingress and egress, shall become adjacent to a public right-of-way.

Containing 4.847 acres, more or less.

Total containing 506.460 acres, more or less.

