




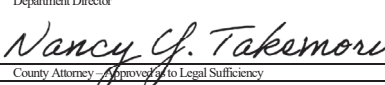


Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date January 13, 2026

☐ Consent Section ☐ Regular Section ☒ Public Hearing

Subject: CDD 26-0144 PETITION TO ESTABLISH THE BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT (CDD)			
Agency/Department: Development Services Department, Community Development Section			
Contact Person: J. Brian Grady		Contact Phone: 276-8343	
Sign-Off Approvals			
			
1/5/2026		1/2/2026	
Deputy County Administrator		Department Director	
			
1/5/26		1/2/2026	
Business and Support Services - Approved as to Financial Impact Agency		County Attorney - Approved as to Legal Sufficiency	

STAFF'S RECOMMENDED BOARD MOTION

Establish the Berry Bay III Community Development District (CDD) in accordance with the attached ordinance.

Of the total \$90,950,000 budgeted for CDD-qualified common area infrastructure development costs ("common costs"), it is estimated that about \$26,811,350 (or 29.48%) of those costs will be funded with long-term CDD bond proceeds.

FINANCIAL IMPACT STATEMENT

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

BACKGROUND

On October 27, 2025, 301 Wimauma LLC petitioned Hillsborough County to establish the Berry Bay III Community Development District (CDD). The Berry Bay III CDD will be ± 506.519 acres. It is located on the east and west side of South County Road 579, south of State Road 674 and east of Bishop Road in Wimauma. Please see Attachment A for the proposed CDD's location. The CDD will consist of the following folios:

79453.0000			
79455.0100			
79456.0000			

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

BACKGROUND - Continued:

The CDD area is located within Planned Development (PD) zoning districts PD 25-0469. The PD districts in which the parcels are located permit a total of 1,600 units. Detached and attached (townhome) single-family units are permitted with development standards as outlined in the Planned Development zoning conditions. It is anticipated that the development will consist of approximately 1,398 50-foot single-family detached lots. Annual assessments are estimated to be \$1,750/lot.

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. As stated in 190.002, F.S., the Legislature found that “an independent district can constitute a timely, efficient, effective, responsive and economic way to deliver these basic services, thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.”

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.

As an independent special district, the governing body of the CDD establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose government entity whose boundaries include the CDD. The District landowners control the entity which provides services and levies the funds to pay for them.

The District's budget is submitted to the County annually for informational purposes only. The creation of the District does not impact the ad valorem taxing authority of the County, nor does the County incur any obligation for the debt payments of the District, pursuant to the provisions of Section 190.002(3) F.S.

The petition identifies the total CDD-qualified common cost of improvements as being \$90,950,000. 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 CDD-qualified common 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>Total Budget</u>
Collector Roads and Offsite Road Improvements	\$ 7,800,000
Subdivision Roads	11,500,000
Pond Excavation and Stormwater Management	23,250,000
Sewer and Wastewater Management	14,900,000
Water Supply	11,000,000
Power Infrastructure	2,400,000
Hardscapes, Landscape Buffers	5,000,000
Amenities, Entries	5,000,000
Environmental	500,000
Professional and Permit Fees	9,600,000
Total CDD-qualified Common Costs	<u>\$90,950,000</u>

BACKGROUND - Continued:

Financing Summary:

The intent of the Petitioner is to use a mix of long-term CDD bonds, conventional bank financing and owners equity to fund construction of infrastructure improvements which will directly benefit landowners within the CDD boundaries. Long-term CDD bonds (“A Bonds”) are repaid over a period of 30 years via annual assessments levied on landowners, which at different points in the project’s life cycle may be the developer, homebuilder(s) or residents depending on the ownership state of the land at the time of assessment. While the developer bears no long-term financial responsibility for repayment of A bond debt assessed on land owned by others, it does bear financial responsibility for the debt over the short-term and until such time as the indebted land is sold to a third-party builder. At that point, the builder assumes responsibility for repayment of the affiliated A bond debt until such time as the land is sold to a homebuyer, at which point the homeowner assumes responsibility for repayment of the debt. Therefore, the financial capacity and willingness of the developer to assume financial responsibility for the debt through the time of transfer of the land to unaffiliated third-party buyers is of concern. Of the total \$90,950,000 budgeted for CDD-qualified common area infrastructure development costs (“common costs”), it is estimated that about \$26,811,350 (or 29.48%) of those costs will be funded with long-term CDD bond proceeds, and the balance will be funded with equity and/or conventional bank debt, as needed. While the plan of finance submitted with the Petition includes short-term CDD bonds as a financing source, the County confirmed verbally with the developer that at this time there is no intent to issue short-term bonds. At this time, the development plan consists of approximately 1,389 50’ single-family detached lots, although that is subject to change based on market demand and land use changes. Based on the current land plan, annual assessments are estimated to be \$1,750/lot. A complete CDD financing summary follows. follows.

Projected Inflows from Issuance of Bonds:

Bond Proceeds (equal to the par amount)	\$34,235,000
---	--------------

Projected Uses of Funds Received:

Underwriter’s Discount (2% of the par amount)	\$684,700
Cost of Issuance	200,000
Debt Service Reserve Fund (about 7% of par value of bonds)	2,430,750
Capitalized Interest (for approximately 24 months)	4,108,200
Construction of Infrastructure Improvements (1)	26,811,350
Contingency/Rounding	0
Total Projected Uses of Bond Proceeds	\$34,235,000

(1) Total proposed CDD-qualified common 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

At this time, the development plan consists of approximately 1,389 50’ single-family detached lots, although that is subject to change based on market demand and land use changes. Based on the current land plan, annual assessments are estimated to be \$1,750/lot.

The District will be managed by District Supervisors selected by qualified electors of the District. The initial Board of Supervisors includes Carlos De La Ossa, Nicholas Dister, Angie Grunwald, Ryan Matko and Roy Mazur. 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 a deed documenting that 100 percent of the real property included in the CDD is in their control, as required by Chapter 190, F.S.

BACKGROUND - Continued:

Proposed Facilities Ownership and Maintenance

<u>Description</u>	<u>Ownership & Maintenance</u>
Water Management & Control	CDD
Sewer & Wastewater Management	County
Roads	County
Amenities	CDD
Landscape/Hardscape/Irrigation	CDD
Water Supply	County

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.

A petition for the establishment of a CDD shall contain the following information:

- 1) A metes and bounds description of the external boundaries of the district. Any real property within the external boundaries of the district which is to be excluded from the district shall be specifically described, and the last known address of all owners of such real property shall be listed. The petition shall also address the impact of the proposed district on any real property within the external boundaries of the district which is to be excluded from the district.
- 2) The written consent to the establishment of the district by all landowners whose real property is to be included in the district or documentation demonstrating that the petitioner has control by deed, trust agreement, contract, or option of 100 percent of the real property to be included in the district, and when real property to be included in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), the written consent by such governmental entity.
- 3) A designation of five persons to be the initial members of the board of supervisors, who shall serve in that office until replaced by elected members as provided in s. 190.006.
- 4) The proposed name of the district.
- 5) A map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence.
- 6) Based upon available data, the proposed timetable for construction of the district services and the estimated cost of constructing the proposed services. These estimates shall be submitted in good faith but shall not be binding and may be subject to change.
- 7) A designation of the future general distribution, location, and extent of public and private uses of land proposed for the area within the district by the future land use plan element of the effective local government comprehensive plan of which all mandatory elements have been adopted by the applicable general-purpose local government in compliance with the Community Planning Act.
- 8) A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.

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 establishment 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 creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.

BACKGROUND - Continued:

- 3) That the land area within the proposed district is of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functional, interrelated community.
- 4) That the creation of the 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 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 District is amenable to separate special district government.

Review Performed by County

No objections to the proposed CDD were raised from reviewing agencies. Staff from the Management and Budget department met with representatives of the Petitioner and conducted a financial review of the application to establish the Berry Bay III CDD. This review evaluated 1) the Applicant's compliance with the requirements of F.S. Ch. 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 establishment of the CDD.

Role of the Underwriter

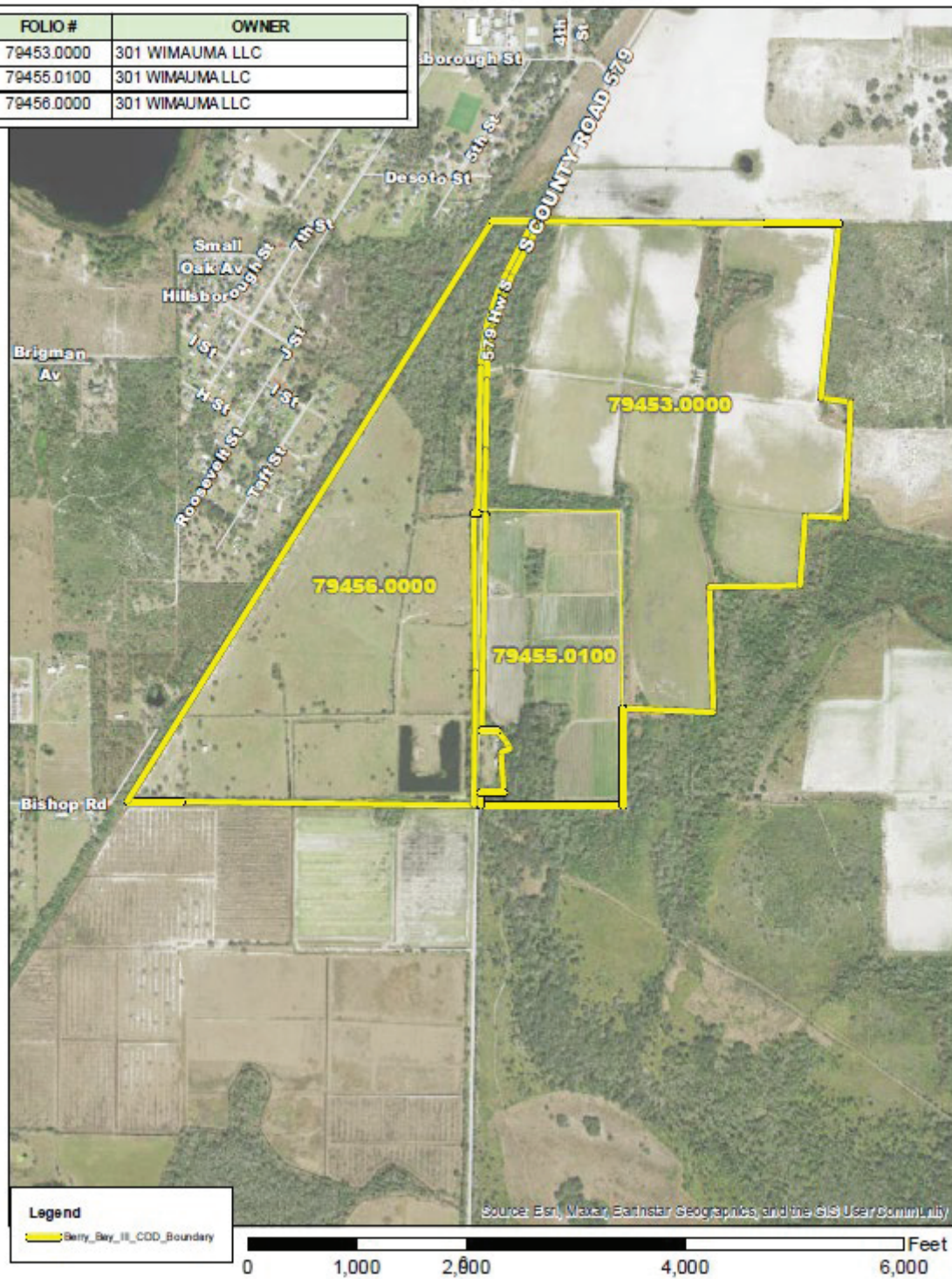
It is the underwriters' responsibility to identify investors to purchase the bonds issued by the CDD.

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 establishment of a CDD.



BERRY BAY III CDD - AERIAL

FOLIO #	OWNER
79453.0000	301 WIMAUMA LLC
79455.0100	301 WIMAUMA LLC
79456.0000	301 WIMAUMA LLC



ATTACHMENT B

**CONSENT AND JOINDER OF LANDOWNER
TO THE ESTABLISHMENT OF THE BERRY BAY III 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 301 Wimauma LLC ("Petitioner") intends to submit a petition to create the Berry Bay III 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 III 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 establishment of the Berry Bay III 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 establishment of the Berry Bay III 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 to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established 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 18 day of April, 2025.

301 Wimauma LLC

By: Eisenhower Management Inc, as its Manager

By: Nicholas J. Dister, Vice President

[Signature]
Signature

Witness: [Signature]

Print Name TIFFANY JENNINGS

Witness: [Signature]

Print Name: Angie Ennold

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me through ☒ physical presence or ☐ online notarization, this 18 day of APRIL, 2025, by Nicholas Dister
As VICE PRESIDENT. He/She ☒ is personally known to me, or ☐
has produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

Exhibit A: Deeds/Folios 079453.0000, 079455.0100, 079456.0000

Prepared by and return to:
Bayshore Title
3431 Henderson Blvd.
Tampa, FL 33609

Parcel ID Number: 079455.0100

Corrective Warranty Deed

NOTE: This Corrective Warranty Deed is being re-recorded to correct the legal description contained in that Warranty Deed recorded 1/16/2024 as Instrument #: 2024021421 of the Public Records of Hillsborough County, Florida and re-recorded 1/23/2024 as Instrument #: 2024030043. Documentary Stamps in the amount of \$19,425.00 were paid at the time of recording of the Warranty Deed.

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead.

This Warranty Deed, made and executed this 14 day of February, 2024, by **Thomas R. Brandon**, whose post office address is 1399 Frands Ferry Rd., Sparta, TN 38583, and by **Mary Rosa**, whose post office address is 6212 Abdella Lane, North Port, FL 34291, as Tenants in Common, (hereinafter referred to as "Grantor") to **301 Wimauma, LLC, a Florida limited liability company**, whose post office address is 1101 S. Armenia Ave., Tampa, FL 33609, (hereinafter referred to as "Grantee").

(Whenever used herein the term "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 Grantor, for himself, his successors and assigns, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, has granted, bargained, and sold, to Grantee, and Grantee's successors and assigns forever, the following described real property located in Hillsborough County, Florida; to-wit:

See attached EXHIBIT "A"

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2024 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in Fee Simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants title to said land and will defend the same against the lawful claims and demands of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023, restrictions and easements of record, if any.

SIGNATURES ON FOLLOWING PAGES

WARRANTY DEED
PAGE TWO

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the date and year first stated above.

BY: Thomas R. Brandon
Thomas R. Brandon

Signed, sealed and delivered in our presence:

WITNESS:

Kellie A. Salley
Signature
Kellie A. Salley
Printed Name

1155 W Hutchins Blvd Rd, Spartan TN 38583
Address of Witness

WITNESS:

Jerry Salley
Signature
Jerry Salley
Printed Name

1155 W Hutchins Blvd Rd, Spartan TN 38583
Address of Witness

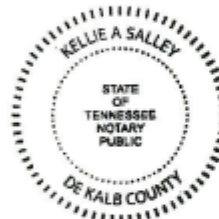
STATE OF: TN
COUNTY OF: Putnam

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of February, 2024, by Thomas R. Brandon, who is:

☐ Personally known to me
☒ Produced TN Drivers License as identification.

Kellie A. Salley
Notary Public

My Commission Expires: 04-30-25 (SEAL)



WARRANTY DEED
PAGE THREE

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the date and year first stated above.

BY: Mary Rosa
Mary Rosa

Signed, sealed and delivered in our presence:

WITNESS:

FRANK A. RIVERA
Signature
Printed Name

11041 BARNESLEY DR, VENICE, FL 34293
Address of Witness

WITNESS:

ANTHONY DELCRISTOFORO
Signature
Printed Name

11041 BARNESLEY DR, VENICE, FL 34293
Address of Witness

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of February, 2024, by Mary Rosa, who is:

☒ Personally known to me
☐ Produced _____ as identification.

Melissa Cain
Notary Public

My Commission Expires: 12-09-2026 (SEAL)

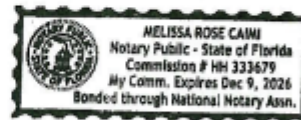


EXHIBIT "A"

LEGAL DESCRIPTION

The West 1/2 of the Southwest 1/4 of Section 15, Township 32 South, Range 20 East less the West 33 feet thereof for road right-of-way.

TOGETHER WITH THE FOLLOWING (as conveyed in that Warranty Deed recorded in Official Records Book 7452, Page 1321):

From the Southwest corner of the Southwest 1/4 of said Section 15, run North 470 feet to the Point of Beginning; run thence East 193 feet; North 235 feet, West 193 feet, and South 235 feet to the Point of Beginning (as to a 100% interest) less the West 33 feet thereof for road right-of-way.

AND LESS THE FOLLOWING:

Commencing at the Southwest corner of Section 15 Township 32 South, Range 20 East, Hillsborough County, Florida, run due North (assumed), along the West boundary of Section 15, also being the centerline more or less of County Road #579, a distance of 118.07 feet to a Point of Beginning. From said Point of Beginning continue due North, a distance of 570.09 feet; thence run South 89°53'44" East, a distance of 174.00 feet; thence run South 38°13'04" East, a distance of 135 feet; thence run South 37°26' 49" East, a distance of 72.60 feet; thence run South 66°21'45" West, a distance of 94.81 feet; thence run South 04°14' 41" East, a distance of 349.46 feet; thence run North 89°54'24" West, a distance of 242.08 feet to said Point of Beginning, less the West 33 feet thereof for road right-of-way.

3

Prepared by:
Hillsborough Title, LLC
Jane Koy
352 E. Bloomingdale Ave.
Brandon, FL 33511
File No.: BRL18-53947
This Deed is prepared pursuant to the issuance of Title Insurance

GENERAL WARRANTY DEED

Made this January 31, 2022, A.D. by JPL Land Holding, LLC, whose address is: 30902 Taylor Grade Road, Duette, Florida 34219 hereinafter called the grantor, to 301 Wimauma, LLC, whose post office address is: 111 S. Armenia Avenue, Tampa, Florida 33609, hereinafter called the grantee.

(Whenever used herein the term "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 Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

That part of the West 1/2 of the Northwest 1/4 of SEction 15, lying West of County Road 579, AND that part of Section 16 lying East of Southern Atlantic Railroad right-of-way; all in Township 32 South, Range 20 East in Hillsborough County, Florida

Parcel ID No.: 079456.0000 and 079454.0000

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

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

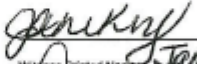
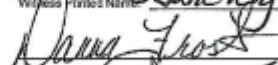
To Have and to Hold, the same in fee simple forever.

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 the current year.

Prepared by:
Hillsborough Title, LLC
Jane Koy
352 E. Bloomingdale Ave.
Brandon, FL 33511
Incidental to the issuance of a title insurance policy
File No.: BR118-53947

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

Signed and Sealed in Our Presence:


Witness Printed Name: Jane Koy

Witness Printed Name: DANA FROST

JPL Land Holding, LLC, a Florida Limited Liability Company

BY: 
Jerry Lemanski, Manager

BY: 
Patty Lemanski, Manager

BY: 
Amber N. Cannon, Manager
Address:

State of Florida
County of Hillsborough

The foregoing instrument was executed and acknowledged before me this 25th day of January, 2022, by means of X Physical Presence or Online Notarization, by Jerry Lemanski, Manager, Patty Lemanski, Manager and Amber N. Cannon, Manager of JPL Land Holding, LLC, a Florida Limited Liability Company who I share personally known to me or who has produced a valid driver's license as identification.


Notary Public

My Commission Expires: _____

(SEAL)



Prepared by and Return To:
Bruce Tigert
Bayshore Title, a division of LandCastle Title Group, LLC
3431 Henderson Blvd.
Tampa, FL 33609

Order No.: BY812310017

For Documentary Stamp Tax purposes the
consideration is \$11,300,000.00

Doc Stamp: \$79,100.00

APN/Parcel ID(s): 079453-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this September 29, 2025 by Rood Family Limited Partnership, a Florida limited partnership having its principal place of business at 3711 West Obispo Street, Tampa, FL 33629, hereinafter called the grantor, and 301 Wimauma, LLC, a Florida limited liability company whose post office address is 111 S. Armenia Avenue, Suite 201, Tampa, FL 33609, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative 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 consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Hillsborough, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

SPECIAL WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:


Witness Signature
Jonathan Ross Fiddelke

Print Name

Address: 3431 HENDERSON BLVD.
TAMPA, FL 33609


Witness Signature
Rachel M Smith

Print Name

Address: 3431 HENDERSON BLVD
TAMPA, FL 33609

Rood Family Limited Partnership, a Florida limited partnership

BY: RPGP, LLC, a Florida limited liability company, its General Partner

BY: SLN. RL
Edward C. Rood
Manager

Address: 3711 West Obispo Street
Tampa, FL 33629

STATE OF FLORIDA
COUNTY OF HELBOROUGH

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Edward C. Rood, Manager of RPGP, LLC, a Florida limited liability company, General Partner of the Rood Family Limited Partnership, a Florida limited partnership, on behalf of the Partnership, personally appeared before me this 26th day of Septemebr, 2025, by means of ☒ physical presence or ☐ online notarization, this day and acknowledged the due execution of the foregoing instrument.

☒ Personally known to me.
☐ Produced FL/DL as identification.


Notary Public

My Commission Expires:

(SEAL)



JONATHAN ROSS FIDDELKE
Notary Public
State of Florida
Comm# HH225785
Expires 3/12/2026

SPECIAL WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Ezechiel Martinez
Print Name

Address: WELLS FARGO BANK, N.A.
MURDOCK
1797 Tamiami Trail
Port Charlotte, FL 33948

Witness Signature

Sebastian E. Joseph
Print Name

Address: WELLS FARGO BANK, N.A.
MURDOCK
1797 Tamiami Trail
Port Charlotte, FL 33948

Rood Family Limited Partnership, a Florida limited partnership

BY: RPGP, LLC, a Florida limited liability company, its General Partner

BY: Clay B. Rood
Manager

Manager

Address: 3711 West Obispo Street
Tampa, FL 33629

STATE OF Florida
COUNTY OF Charlotte

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Clay B. Rood, Manager of RPGP, LLC, a Florida limited liability company, General Partner of the Rood Family Limited Partnership, a Florida limited partnership, on behalf of the Partnership, personally appeared before me this 25 day of September, 2025, by means of ☒ physical presence or ☐ online notarization, this day and acknowledged the due execution of the foregoing instrument.

X Personally known to me
Produced Valid FL DL as identification.

Jonathan Edge
Notary Public

My Commission Expires: 03-25-2027 (SEAL)



SPECIAL WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness Signature

JOHN DIX ORVET JR
Print Name

Address: 392 SPRING ST
PORTLAND ME

[Signature]
Witness Signature

Erin Summers
Print Name

Address: 47 School St.
Damariscotta ME 04543

Rood Family Limited Partnership, a Florida limited partnership

BY: RGP, LLC, a Florida limited liability company, its General Partner

BY: [Signature]
Margaret R. Gibbs
Manager

Address: 3711 West Obispo Street
Tampa, FL 33629

STATE OF maine
COUNTY OF Lincoln

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Margaret R. Gibbs, Manager of RGP, LLC, a Florida limited liability company, General Partner of the Rood Family Limited Partnership, a Florida limited partnership, on behalf of the Partnership, personally appeared before me this 25 day of September, 2025, by means of [] physical presence or [] online notarization, this day and acknowledged the due execution of the foregoing instrument.

[Signature] Personally known to me
Produced A Driver's license as identification.

[Signature]
Notary Public

My Commission Expires: MAJED AWAMLEH
Notary Public, State Of Maine
My Commission Expires January 19, 2030 (SEAL)



SPECIAL WARRANTY DEED

(continued)

EXHIBIT "A" LEGAL DESCRIPTION

That part of the Northwest quarter lying East of the East right of way line of S. County Road 579; together with the NE 1/4 and the SE 1/4 and the East half of the Southwest quarter in Section 15, Township 32 South, Range 20 East, Hillsborough County, Florida, LESS that property deeded to Hillsborough County recorded in Official Record Book 8535, Page 1142, and Official Record Book 8535, Page 1145, all of the Public Records of Hillsborough County, Florida.

Being more particularly described as follows:

BEGIN at the North quarter corner of said Section 15, thence along the North boundary of the Northeast 1/4 of said Section 15 S 89°49'14" E, a distance of 662.96 feet to the Westerly boundary of those lands described in Official Records Book 8535, Page 1142, of said Public Records of Hillsborough County, Florida, thence along Westerly boundary the following 8 (eight) courses and distances: 1) S 05°50'43" W, a distance of 1606.84 feet; 2) S 81°18'39" E, a distance of 274.00 feet; 3) S 02°30'20" W, a distance of 1067.78 feet; 4) N 84°53'40" W, a distance of 367.64 feet; 5) S 04°23'47" W, a distance of 646.23 feet; 6) S 89°26'04" W, a distance of 822.52 feet; 7) S 01°48'58" E, a distance of 1145.82 feet; 8) N 87°58'29" W, a distance of 829.52 feet to the West boundary of the East 1/2 of the Southwest 1/4 of said Section 15, thence along said West boundary N 00°22'29" E, a distance of 1778.33 feet to the South boundary of the Northwest 1/4 of said Section 15, thence along said South boundary S 89°54'44" W, a distance of 1275.87 feet to the East boundary of the Maintained Right-of-Way of County Road 579, per Hillsborough County Road Maintenance Department, thence along said East boundary the following 9 (nine) courses and distances: 1) N 00°59'34" E, a distance of 596.90 feet; 2) N 00°53'19" E, a distance of 634.33 feet; 3) N 00°57'24" E, a distance of 188.38 feet; 4) N 07°05'44" E, a distance of 134.71 feet; 5) N 11°54'50" E, a distance of 159.23 feet; 6) N 16°06'01" E, a distance of 197.88 feet; 7) N 20°49'50" E, a distance of 114.31 feet; 8) N 25°32'30" E, a distance of 190.52 feet; 9) N 27°37'15" E, a distance of 569.88 feet to the North boundary of said Northwest 1/4 of Section 15, thence along said North boundary S 89°35'31" E, a distance of 2056.98 feet; to the **POINT OF BEGINNING**.

ATTACHMENT C

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE BERRY BAY III COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; SPECIFYING GENERAL AND SPECIAL POWERS OF THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESIGNATING THE FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, 301 Wimauma, LLC, a Florida limited liability company ("**Petitioner**"), has filed a Petition to Establish the Berry Bay III Community Development District ("**Petition**") with Hillsborough County requesting that the Board of County Commissioners in and for Hillsborough County, Florida ("**County**"), adopt an ordinance establishing the Berry Bay III Community Development District pursuant to chapter 190, Fla. Stat. ("**District**"), and designating the real property described in **Exhibit A**, attached hereto, as the area of land for which the District is authorized to manage and finance basic service delivery; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive, and economic method of delivering community development services, in the area described in **Exhibit A**, 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 section 190.005(1)(d), Fla. Stat.; and

WHEREAS, the County has considered the record of the public hearing and the factors set forth in section 190.005(1)(e), Fla. Stat.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, THIS ____
DAY OF _____ 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;
3. the creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the County's Comprehensive Plan;
4. the area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
5. the establishment of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;
6. the proposed community development services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
7. the area that will be served by the District is amenable to separate, special-district government.

SECTION 2. CONCLUSIONS OF LAW.

1. This proceeding is governed by chapter 190, Fla. Stat.;
2. The County has jurisdiction pursuant to section 190.005(2), Fla. Stat.; and
3. The granting of the Petition complies with the dictates of chapter 190, Fla. Stat.

SECTION 3. CREATION, BOUNDARIES AND POWERS. There is hereby established the Berry Bay III Community Development District for the area of land described in **Exhibit A**, attached hereto, which shall have, and which may exercise the powers of sections 190.011 and 190.012(1), (2)(a), 2(d), and (3), Fla. Stat. The District shall operate in accordance with the uniform community development district charter as set forth in sections 190.006-190.041, Fla. Stat., including the special powers provided by Section 190.012(1), (2)(a), (2)(d), and (3), Fla. Stat.

SECTION 4. INITIAL BOARD. The following five persons are designated as the initial members of the Board of Supervisors: Carlos de la Ossa, Nicholas Dister, Angie Grunwald, Ryan Motko, and Roy Mazur.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective immediately upon the date of filing a copy of this Ordinance with the Secretary of State.

SECTION 6. 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.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, Victor D. Crist, Clerk of the Circuit Court and Comptroller, 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 _____, 2026 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 AS
TO FORM AND LEGAL SUFFICIENCY

BY:

Nancy Y. Takemori
Assistant County Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

DESCRIPTION: 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; (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