Berry Bay Community Development District

Board of Supervisors

Nicholas Dister, Chairman Carlos de la Ossa, Vice Chairperson Chloe Firebaugh, Assistant Secretary Kelly Evans, Assistant Secretary Ryan Motko, Assistant Secretary

Angie Grunwald, District Manager John Vericker, District Counsel Tonja Stewart, District Engineer Gary Schwartz, Field Manager

Regular Meeting Agenda

Thursday, September 07, 2023, 2023, at 2:00 p.m.

The Regular Meeting of the Berry Bay Community Development District will be held on September 07, 2023, at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

All cellular phones and pagers must be turned off during the meeting.

Meeting ID: 870 6131 3619 Passcode: 315865 Zoom Link: https://us06web.zoom.us/j/87061313619?pwd=eTc3Z3llUmtDUkdvZ0V1ZjhodE4rZz09

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS ON AGENDA ITEMS

3. BUSINESS ITEMS

| A. Consideration of Resolution 2023-13; Supplemental Assessment Resolution | |
|--|--------|
| Final Terms of 2023 Bonds | Tab 01 |
| B. Consideration of Resolution 2023-14; Expansion of Boundaries | Tab 02 |
| C. Consideration of Resolution 2023-15; Redesignating Officers | Tab 03 |
| D. Ratification of Developer Funding Agreement for Fiscal Year 2023/2024 | Tab 04 |
| E. Consideration of Temporary Construction Access License Agreement | Tab 05 |
| F. Consideration of Standard Encroachment Easement Policy Agreement | U.S.C |
| G. General Matters of the District | |
| 4. CONSENT AGENDA | |
| A. Consideration of the Board of Supervisors's Meeting Minutes of the Public Hearing | |
| & Regular Meeting August 03, 2023, | Tab 06 |
| B. Consideration of Operation and Maintenance Expenditures June 2023, | Tab 07 |
| C. Review of Financial Statements Month Ending June 30, 2023, | Tab 08 |
| 5. STAFF REPORTS | |
| A. District Counsel | |
| B. District Engineer | |
| C. District Manager | Tab 09 |
| i. Community Inspection Reports | |
| | |

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS 7. ADJOURNMENT

Angie Grunwald District Manager

District Office Inframark 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 (813) 873 - 7300

Meeting Location: Inframark 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 (813) 873-7300

www.berrybaycdd.com

RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE DISTRICT'S SERIES SPECIAL ASSESSMENT REVENUE BONDS; SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2023 SPECIAL ASSESSMENT REVENUE BONDS; ADOPTING THE SUPPLEMENTAL REPORT OF THE DISTRICT ENGINEER – ASSESSMENT AREA TWO; ADOPTING THE SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT – ASSESSMENT AREA TWO; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Berry Bay Community Development District (the "**District**") previously indicated its intention to construct and/or acquire public improvements as described in the Report of the District Engineer dated March 26, 2020 (the "**Engineer's Report**");

WHEREAS, the Board of Supervisors of the District (the "Board") issued its \$6,430,000 Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two) (the "Series 2023 Bonds") to finance the Assessment Area Two (the "Assessment Area Two Project");

WHEREAS, the District desires to approve and confirm the execution of all documents, instruments and certificates in connection with the Series 2023 Bonds, which are on file with the District Manager, (the "**Bond Documents**") and to confirm the issuance of the Series 2023 Bonds;

WHEREAS, the Series 2023 Bonds will be repaid by special assessments on the benefited property within the District;

WHEREAS, the District previously levied master special assessments in accordance with the terms outlined in the Master Assessment Methodology Report dated March 26, 2020, and adopted pursuant to Resolution No. 2020-29 (the "Assessment Resolution"), equalizing, approving, confirming and levying special assessments on certain property within the District, which resolution is still in full force and effect;

WHEREAS, now that the final terms of the Series 2023 Bonds have been established, it is necessary to approve the Second Supplemental Assessment Methodology Report – Assessment Area Two dated February 13, 2023 (the "Supplemental Assessment Report"), and attached hereto as Exhibit A; and the Supplemental Report of the District Engineer – Assessment Area Two dated January 20, 2023 (the "Supplemental Engineer's Report") attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

- 1. <u>Authority for this resolution</u>. This Resolution is adopted pursuant to Chapters 170, 190, and 197 Florida Statutes.
- 2. **<u>Findings</u>**. The Board hereby finds and determines as follows:
 - a. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

- b. The Supplemental Engineer's Report is hereby approved and ratified.
- c. The Assessment Area Two Project will serve a proper, essential, and valid public purpose.
- d. The Assessment Area Two Project will specially benefit the developable acreage located within the District as set forth in the Supplemental Engineer's Report. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area Two Project to be financed with the Series 2023 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution, and this Resolution.
- e. The Series 2023 Bonds will finance the construction and acquisition of a portion of the Assessment Area Two Project.
- f. The Supplemental Assessment Report is hereby approved and ratified.
- 3. **<u>Ratification of the Execution of the Bond Documents</u>**. The execution of the Bond Documents by the officials of the District are hereby ratified and confirmed.
- 4. <u>Assessment Lien for the Series 2023 Bonds</u>. The special assessments for the Series 2023 Bonds shall be allocated in accordance with the Supplemental Assessment Report.
- 5. <u>Severability</u>. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
- 6. <u>**Conflicts**</u>. This Resolution is intended to supplement the Assessment Resolution, which remain in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- 7. <u>Effective date</u>. This Resolution shall become effective upon its adoption.

Approved and adopted this 7 day of September 2023.

Attest:

Berry Bay Community Development District

Name: Secretary / Assistant Secretary

Name: ______Chair of the Board of Supervisors

Exhibit A – Second Supplemental Assessment Methodology Report – Assessment Area Two dated February 13, 2023

Exhibit B - Supplemental Report of the District Engineer - Assessment Area Two dated January 20, 2023

Exhibit A

Second Supplemental Assessment Methodology Report – Assessment Area Two dated February 13, 2023

Exhibit B Supplemental Report of the District Engineer – Assessment Area Two dated January 20, 2023

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT -ASSESSMENT AREA TWO

Report Date: February 13, 2023

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I. INTRODUCTION

This *Second Supplemental Assessment Methodology Report – Assessment Area Two* (the "Second Supplemental Report") serves to apply the basis of benefit allocation and assessment methodology in accordance with the Master Assessment Methodology Report (the "Master Report") dated March 26, 2020, specifically to support the issuance of the Bonds (as defined below) which will fund a portion of the Assessment Area Two Project of the District's Capital Infrastructure Program.

II. DEFINED TERMS

"Assessment Area Two" – property within the District that receives a special benefit from the Assessment Area Two Project being more particularly defined as gross acres within Pods D, F, F-2, I-2, and J, planned to contain 306 single-family lots.

"Assessment Area Two Project" – The portion of the CIP relating to public infrastructure for Assessment Area Two identified within the Engineer's Report.

"Assessable Property" – All property within Assessment Area Two of the District that receives a special benefit from the Assessment Area Two Project.

"Capital Improvement Program" (CIP) – The public infrastructure development program as outlined by the Engineer's Report.

"Developer - Berry Bay Development, LLC.

"Development" – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

"District" – Berry Bay Community Development District, 361.82 gross acres with the Development plan for 969 Units.

"Engineer's Report" – Supplemental Report of the District Engineer – Assessment Area Two for Berry Bay Community Development District, dated January 20, 2023.

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

"Master Report" or "Reports" – The *Master Assessment Methodology Report*, dated March 26, 2020, supplemented by the *First Supplemental Assessment Methodology Report- Assessment Area One*, dated January 13, 2021, as provided to support benefit and maximum assessments on private developable property within the District.

"Platted Units" - private property subdivided as a portion of gross acreage by virtue of the platting process.

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"Product Type" – Classification assigned by the Developer to dissimilar Lot products and size for the development of the vertical construction.

"Unit(s)" – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

"Unplatted Parcels" – gross acreage intended for subdivision and platting pursuant to the Development plan for Assessment Area Two.

III. OBJECTIVE

The objective of this Second Supplemental Assessment Methodology Report is to:

- A. Allocate a portion of the costs of the CIP to the Assessment Area Two Project;
- B. Refine the benefits, as initially defined in the Master Report, to the assessable properties within the District that will be assessed as a result of the issuance of the Bonds (as herein defined);
- C. Determine a fair and equitable method of spreading the associated costs to the benefiting properties within the District and ultimately to the individual units therein; and
- D. Provide a basis for the placement of a lien on the assessable lands within the District that benefit from the Assessment Area Two Project, as outlined by the Engineer's Report.

The basis of benefit received by properties within the District's Assessment Two Area relates directly to the Assessment Area Two Project and is allocable to all Assessable Property within this Assessment Area. The Assessment Area Two Project will create the public infrastructure required to develop and improve the Assessable Property within Assessment Area Two. Without these public improvements, which include master infrastructure improvements. storm water, utilities (water and sewer), and roadways, the development of lands within Assessment Area Two could not be undertaken within the current legal development standards. This Second Supplemental Report applies the methodology described in the Master Report to assign assessments to all assessable properties within Assessment Area Two receiving benefit from the Assessment Area Two Project, which are required to satisfy the repayment of the Bonds.

The District will issue its Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two) (the "Bonds") to finance the construction and/or acquisition of a portion of the Assessment Area Two Project, which will provide special benefit to the assessable parcels within Assessment Area Two after platting. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those properties benefiting from the improvements within Assessment Area Two. Non-ad valorem assessments will be collected each year to provide the funding necessary to remit Bond debt service payments and to fund operations and maintenance costs related to the capital improvements maintained by the District.

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

IV. DISTRICT OVERVIEW

The District area encompasses 361.82 +/- acres and is located in Hillsborough County, Florida, within Sections 19, 29 and 30, Township 32 South, and Range 20 East. The primary Developer of the Assessable Property is Berry Bay Development, LLC (the "Developer"), who has created the overall development plan as outlined and supported by the Engineer's Report. The development plan for the District contemplates 969 single family lots. Assessment Area Two contains approximately 69.614 acres and is planned for 306 single-family lots. The public improvements as described in the Engineer's Report include master infrastructure improvements, storm water, utilities (water and sewer), roadways and landscape/hardscape.

V. CAPITAL IMPROVEMENT PROGRAM (CIP)

The District and Developer are undertaking the responsibility of providing public infrastructure necessary to develop the District. As designed, the Assessment Area Two Project represents a portion of the total CIP and is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to assessable lands within Assessment Area Two. The drainage and surface water management system are an example of a system that provides benefit to all planned residential lots within Assessment Area Two. As a system of improvements, all private benefiting landowners within Assessment Area Two benefit the same from the first few feet of pipe as they do from the last few feet. The storm water management system is an interrelated facility which, by its design and interconnected control structures, provides a consistent level of protection to the entire development program, and thus all landowners within Assessment Area Two will benefit from such improvement.

The District Engineer has identified the infrastructure, and respective costs, to be acquired and/or constructed within the Assessment Area Two Project. The Assessment Area Two Project includes master infrastructure improvements, storm water, utilities (water and sewer), roadways, landscape and hardscape. The cost of the Assessment Area Two Project is estimated to be \$19,496,101, of which, approximately \$5,186,775 will be funded by the issuance of the Bonds as generally described within Tables 2 and 3 of this Second Supplemental Report with further detail provided in the Engineer's Report.

VI. DETERMINATION OF SPECIAL ASSESSMENT

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

The Assessment Area Two Project contains a "system of improvements" for the Development that benefits the entire District; all of which are considered to be for an approved and assessable purpose (F.S. 170.01). This satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all private developable properties receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement above. Finally, the specific benefit to the properties is

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equal to or exceeds the cost of the assessments to be levied on the benefited properties (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable. Eligible improvements are found within the list provided in F.S. 170.01. However, certifying compliance with the second and third requirements necessary to establish valid special assessment requires a more analytical examination. As required by F.S. 170.02, and described in the next section entitled "Allocation Methodology," this approach involves identifying and assigning value to specific benefits being conferred upon the various benefitting properties, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property. The Development plan contains a mix of single-family home sites. The method of apportioning benefit to the planned product mix can be related to development density and intensity where it "equates" the estimated benefit conferred to a specific single-family unit type. This is done to implement a fair and equitable method of apportioning benefit.

The second and third requirements are the key elements in defining a valid special assessment. A reasonable estimate of the proportionate special benefits received from the Assessment Area Two Project of the CIP is demonstrated in the calculation of an equivalent assessment unit (EAU), further described in the next section.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the benefitting property. These benefits are derived from the acquisition and/or construction of the District's CIP. The allocation of responsibility for the payment of special assessments, being associated with the special assessment liens encumbering the District as a result of the Assessment Area Two Project, has been apportioned according to a reasonable estimate of the special benefits provided, consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the District will be assessed for the payment of any nonad valorem special assessment greater than the determined special benefit particular to that property.

Property within Assessment Area Two that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by the Developer and other community property. To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to lot product average front footage.

VII. ALLOCATION METHODOLOGY

Table 1 outlines EAUs assigned for residential product types under the current Development plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

Berry Bay Community Development DistrictFebruary 13, 2023Second Supplemental Assessment Methodology Report – Assessment Area TwoPage 5

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated specifically to benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific assessable property. The CIP benefit with respect to the Assessment Area Two Project and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and maximum assessments associated with the Assessment Area Two Project are demonstrated on Table 3 through Table 4. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of bonds.

VIII. ASSIGNMENT OF ASSESSMENTS This section sets out the manner in which special assessments will be assigned and to establish a lien on land in accordance with the development rights and entitlements within the District. The Series 2023 Assessments will initially be levied on an equal gross acre basis to all property within Assessment Area Two. As properties therein are developed and platted, the Series 2023 Assessments will be assigned to the developed and platted properties within Assessment Area Two in accordance with the development plan reflected within Table 4. However, if land is sold in bulk to a third party prior to platting, then the District will assign Series 2023 Assessments based upon the development rights conveyed and/or assigned to such parcel in the land sale based on the EAU factors illustrated within Tables 3 and 4. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned "common elements" such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the "undeveloped state". At this point the infrastructure may or may not be installed and none of the units in the Development plan have been platted. This condition exists when the infrastructure program is financed prior to any development. In the undeveloped state, all of the lands within Assessment Area Two are assumed to receive benefit from the Assessment Area Two Project and all of the Assessable Property within Assessment Area Two would be assessed to repay the Bonds. While the land is in an "undeveloped state," special assessments will be assigned on an equal acre basis across all of the gross acreage within the Assessment Area Two. Debt will not be solely assigned to parcels which have development rights, but will and may be assigned to certain undevelopable parcels to ensure integrity of development plans, rights and entitlements.

The second condition is "on-going development". At this point, if not already in place, the installation of infrastructure has begun. Additionally, the Development plan has started to take shape. As undeveloped parcels are sold to home builders, they are assigned specific special assessments in relation to the estimated benefit that each platted unit within the District receives from the Assessment Area Two Project, with the balance of the debt assigned on a per gross

Berry Bay Community Development District Second Supplemental Assessment Methodology Report – Assessment Area Two

acre basis as described in the preceding paragraph. Therefore, each fully-developed, platted unit would be assigned a special assessment pursuant to its Product Type classification as set forth in Table 4. As noted above, if land is sold in bulk to a third party prior to platting, then the District will assign Series 2023 Assessments based upon the development rights conveyed and/or assigned to such parcel in the land sale based on the equivalent assessment unit (EAU) factors set forth in the Assessment Methodology. It is not contemplated that any unassigned debt would remain once all of the 306 lots associated with the Assessment Area Two Project are platted and fully-developed; if such a condition was to occur; the true-up provisions described below would be applicable.

The third condition is the "completed development state." In this condition all of the Assessable Property within the Development plan has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within the portion of the District representing 343.25 EAUs.

IX. FINANCING INFORMATION

The District will finance a portion of the Assessment Area Two Project through the issuance of the Bonds secured ultimately by benefiting properties within Assessment Area Two of the District. A number of items will comprise the bond sizing such as a debt service reserve, capitalized interest, issuance costs and rounding as shown on Table 3.

X. TRUE-UP MODIFICATION

During the construction period of the Development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of special assessment principal. In order to ensure the District's debt does not build up on the unplatted land, the District shall apply the following test as outlined within this "true-up methodology."

The debt per acre remaining on the unplatted land within the Assessment Area Two may not increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for the Bonds divided by the number of developable acres within the Assessment Area Two. Thus, every time the test is applied, the debt encumbering the remaining unplatted developable land must remain equal to or lower than the ceiling level of debt per acre. If the debt per gross acre is found to be above the established maximum, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount based on the schedule found in Exhibit A, Preliminary Assessment Roll, which amount will include accrued interest to the first interest payment date on the Bonds which occurs at least 45 days following such debt reduction payment.

True-up tests shall be performed upon the recording of each plat submitted to subdivide developed lands within the Assessment Area Two (including any replats). If upon the completion of any true-up analyses it is found the debt per acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage within the Assessment Area Two to produce the EAU densities required to adequately service the Bond debt, the District shall require the remittance of a density reduction payment, plus accrued interest as applicable, in an

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amount sufficient to reduce the remaining debt per assessable acre to the ceiling amount per acre and to allow the remaining acreage to adequately service Bond debt upon development. The final test shall be applied at the platting of 100% of the development units within the District.

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

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

XI. ADDITIONAL STIPULATIONS

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

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

TABLE 1

| TOTAL EAUs |
|---------------|
| 100.00 |
| 190.00 |
| 103.75 |
| 49.50 |
| 343.25 |
| rict engineer |
| |

⁽²⁾ Any development plan changes will require recalculations pursuant to the trueup provisions within this report.

TABLE 2

| | | MUNITY D | ERRY BAY EVELOPMEI | | | | |
|--|-------------|-------------|-----------------------|-------------|-------------|-----------------|----------------|
| BUILDOUT COMMUNITY DEVELOPMENT PROGRAM COSTS | | | | | | | |
| DESCRIPTION | POD D | POD F | POD F-2 | POD I-2 | POD J | MASTER COSTS | TOTAL COSTS |
| Master | ŞO | ŞO | \$0 | \$ 0 | ŞO | \$10,000,000 | \$10,000,000 |
| District Roads | \$190,920 | \$350,776 | \$116,925 | \$62,256 | \$749,920 | \$0 | \$1,470,797 |
| Water Management & Control | \$477,301 | \$876,941 | \$292,314 | \$155,640 | \$1,874,800 | \$0 | \$3,676,996 |
| Sewer & Wastewater Mgmt. | \$233,347 | \$428,727 | \$142,909 | \$76,091 | \$916,569 | \$0 | \$1,797,643 |
| Water Supply | \$159,100 | \$292,314 | \$97,438 | \$51,880 | \$624,933 | \$0 | \$1,225,665 |
| Amenitics | \$0 | \$0 | Ş0 | Ş0 | \$0 | \$1,000,000 | \$1,000,000 |
| Professional & Permitting Fees | \$50,000 | \$75,000 | \$50,000 | \$50,000 | \$100,000 | \$0 | \$325,000 |
| TOTAL | \$1,110,668 | \$2,023,758 | \$699,586 | \$395,867 | \$4,266,222 | \$11,000,000 | \$19,496,101 |

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TABLE 3

| FINANCING INFORMATION - SERIES 2023 SPEC | CIAL ASSESSMENT BONDS |
|--|-----------------------|
| | |
| Average Coupon Rate | 6.00% |
| Term (Years) | 32 |
| Principal Amortization Installments | 30 |
| ISSUE SIZE | \$6,140,000 |
| General Construction Fund | \$5,186,775 |
| Capitalized Interest (Months) ⁽¹⁾ 6 | \$184,200 |
| Debt Service Reserve Fund 100% | \$446,225 |
| Cost of Issuance | \$322,800 |
| ANNUAL ASSESSMENT | |
| Annual Debt Service (Principal plus Interest) | \$446,225 |
| Collection Costs and Discounts @ 6.0% | \$28,482 |
| TOTAL ANNUAL ASSESSMENT | \$474,707 |

TABLE 4

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

| | | AL | LOCATIO | N METHODC | DLOGY PER PARCE | - SERIES 2023 BOND | S ⁽¹⁾ | |
|-------------------|------|--------|---------|-----------|-----------------|--------------------|------------------|--------------|
| | PER | TOTAL | % OF | _ | PRODU | СТ ТҮРЕ | PE | RUNIT |
| PRODUCT | UNIT | EAUs | EAUs | UNITS | TOTAL | ANNUAL | TOTAL | ANNUAL ASSMT |
| Single Family 40' | 1.00 | 190.00 | 55.35% | 190 | \$3,398,689 | \$262,766 | \$17,888 | \$1,383 |
| Single Family 50° | 1.25 | 103.75 | 30.23% | 83 | \$1,855,863 | \$143,484 | \$22,360 | \$1,729 |
| Single Family 60' | 1.50 | 49.50 | 14.42% | 33 | \$885,448 | \$68,457 | \$26,832 | \$2,074 |
| TOTAL | | 343.25 | 100% | 306 | \$6,140,000 | \$474,707 | | |

(1) Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 6 months Capitalized Interest.

⁽²⁾ Includes principal, interest, discounts and collection costs.

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BERRY BAY COMMUNITY DEVELOPMENT DISTRICT SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT – ASSESSMENT AREA TWO

EXHIBIT A

The par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$6,140,000.00 payable in 30 annual installments. For the remaining unplatted lands without established entitlements, the annual principal installment is \$6,267.41 per gross acre, and the maximum par debt is \$86,238.74 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan with respect to the Assessment Area 2 Project will initially be allocated on a per acre basis within Assessment Area Two of the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

| ASSESSMENT R | <u>011</u> | | |
|---|---------------------------|-----------------------|---------------------|
| TOTAL ASSESSMENT: <u>\$6,1-</u> | 0,000 | | |
| ANNUAL ASSESSMENT: \$44 | 6,225 | (30 Installments) | |
| TOTAL GROSS ASSESSABLE ACRES +/- | 66.06 | | |
| TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE | \$86,239 | | |
| ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE | \$6,267 | (30 Installments) | |
| | | PER PARCEL | ASSESSMENTS |
| | Gross Unplatted | Total | Total Annual |
| Landowner Name, Hillsborough County Folio 1D & Address | Assessable Acres (1) | PAR Debt | Before Gross Up |
| Berry Bay Development, LLC | 66.06 | \$5,697,276 | \$414,050 |
| Per Legal, Village D, F, F-2, & J | | | |
| 111 S. Armenia Avenue, Suite 201 | | | |
| Tampa, FL 33609 | | | |
| | | | |
| | Gross Unplatted | Total | Total |
| | Assessable Acres | | Annual |
| | Based on Entitlements (2) | | Before Gross Up |
| LENNAR HOMES, LLC | 3.55 | \$442,724 | \$32,175 |
| Per Legal, POD I-2 | | | |
| 700 NW107TH AVENUE STE 400 | | | |
| MIAMI, FL 33172-3138 | | | |
| Totals: | 69.62 | \$6,140,000 | \$446,225 |
| (1) The current acreage associated with VillageS D, F, and J is as follows: * Village D acreage less the CDD conveyance is 6.739 acres * Village F and F-2 acreage less the CDD conveyance is 14.635 acres * Village J is 44.69 acres. | | | |
| (2) The current development plan for Village 1-2 is I Single Family 40ft Lot and 19 S Assessments have been assigned to Village 1-2 in accordance with this development p | * . | urther described here | in, the Series 2023 |

EXHIBIT B

LEGAL DESCRIPTION

BERRY BAY PHASE 2 - POD D:

PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE(S) 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BERRY BAY SUBDIVISION VILLAGE F:

A PARCEL OF LAND BEING PARCEL 403 AND A PORTION OF TRACT 306, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST. HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE ALONG THE BOUNDARY OF PARCEL 403, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°55'05" EAST, A DISTANCE OF 889.38 FEET; 2) SOUTH 00°03'13" WEST, A DISTANCE OF 180.54 FEET; 3) SOUTH 89°56'47" EAST, A DISTANCE OF 30.00 FEET; THENCE CONTINUE ALONG SAID BOUNDARY OF PARCEL 403 AND A SOUTHERLY EXTENSION THEREOF, ALSO BEING THE BOUNDARY OF TRACT 306, SAID BERRY BAY SUBDIVISION VILLAGE E, G, AND L, SOUTH 00°03'13" WEST, A DISTANCE OF 751.96 FEET; THENCE, ALONG THE BOUNDARY OF TRACT 306, SOUTH 57"53'46" EAST, A DISTANCE OF 113.15 FEET; THENCE, LEAVING SAID BOUNDARY OF TRACT 306, NORTH 72°41'17" WEST, A DISTANCE OF 238.25 FEET TO THE SAID BOUNDARY OF PARCEL 403; THENCE ALONG THE SAID BOUDARY OF PARCEL 403 THE FOLLOWING FOURTEEN (14) COURSES: 1) NORTH 71%4/37* WEST, A DISTANCE OF 260.59 FEET; 2) NORTH 18°55'03" EAST, A DISTANCE OF 25.00 FEET; 3) NORTH 71°04'57" WEST, A DISTANCE OF 100.12 FEET; 4) SOUTH 63°55'03" WEST, A DISTANCE OF 35.36 FEET; 5) NORTH 71°04'57" WEST, A DISTANCE OF 36.13 FEET; 6) NORTH 37°14'57" WEST, A DISTANCE OF 106.88 FEET; 7) NORTH 01°55'37" WEST, A DISTANCE OF 70.73 FEET; 8) NORTH 03º16'23" EAST, A DISTANCE OF 63.56 FEET; 9) NORTH 11°43'10" EAST, A DISTANCE OF 71.48 FEET; 10) NORTH 00°03'13" EAST, A DISTANCE OF 194.84 FEET; 11) SOUTH 89º45'11" WEST, A DISTANCE OF 973.57 FEET; 12) NORTH 00°13'09" WEST, A DISTANCE OF 145.00 FEET; 13) NORTH (0°13'33" WEST, A DISTANCE OF 155.06 FEET; 14) NORTH 89°25'38" EAST, A DISTANCE OF 635.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.191 ACRES.

BERRY BAY PHASE 3:

PARCEL 404 OF BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGES 76-112 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

Parcel A-1 of Berry Bay Subdivision Village I, according to the Map or Plat thereof as recorded in Plat Book 142, Pages 146-153, of the Public Records of Hillsborough County Florida.

ØINFRAMARK

Less the following lands conveyed to the District

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGES E, G AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGES E, G AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;; THENCE, ALONG THE NORTH LINE OF SAID PARCEL 401, NORTH 89°25'38" EAST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 00°34'22" EAST, A DISTANCE OF 106.41 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 31.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°40'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°24'35' EAST 28.20 FEET; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 570.59 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 570.59 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 570.59 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 570.59 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 39°58'45", AND A CHORD BEARING AND DISTANCE OF NORTH 44°45'49" EAST 28.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF MARINE GRASS DRIVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°13'33" EAST, A DISTANCE OF 44.99 FEET; THENCE SOUTH 00°13'09' EAST, A DISTANCE OF 45.01 FEET TO A NON-TANGENT CURVE TO THE LEFT; THENCE, LEAVING S ALDIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'40", AND A CHORD BEARING AND DISTANCE OF NORTH 45°13'59" WEST 28.29 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°19'33", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°35'25" WEST 28.36 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°000", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°25'38" WEST 106.07 FEET; THENCE SOUTH 89°25'38" WEST, A DISTANCE OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°000", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°25'38"

CONTAINING 1.598 ACRES.

MINFRAMARK

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF PARCEL 403, BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 403, BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°13'33" EAST ALONG THE WEST LINE OF SAID PARCEL 403, A DISTANCE OF 110.05 FEET TO A POINT ON A CURVE TO THE LEFT AND THE POINT OF BEGINNING; THENCE, LEAVING SAID WEST LINE, SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°14'11" EAST 28.29 FEET; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 1,054.48 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 31.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°41'58", AND A CHORD BEARING AND DISTANCE OF NORTH 44°54'12" EAST 28.21 FEET; THENCE NORTH 00°03'13" EAST, A DISTANCE OF 111.15 FEET TO THE NORTH LINE OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE, ALONG SAID NORTH LINE, SOUTH 89°55'56" EAST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 00°03'13" WEST, A DISTANCE OF 110.88 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°57'27" EAST 28.29 FEET; THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 359.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF FIDDLE FIG AVENUE; THENCE, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°02'11" WEST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 89°58'07" WEST, A DISTANCE OF 70.02 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89º58'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°02'33" WEST 26.28 FEET TO A POINT HEREINAFTER DESIGNATED AS POINT "A"; THENCE SOUTH 00°03'13" WEST, A DISTANCE OF 486.58 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTH 00°03'13" WEST, A DISTANCE OF 5AID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 108°51'50", AND A CHORD BEARING AND DISTANCE OF SOUTH 54°29'08" WEST 130.15 FEET; THENCE NORTH 71°04'57" WEST, A DISTANCE OF 133.91 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 63°55'03" WEST 28,28 FEET; THENCE SOUTH 18°55'03" WEST, A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BERRY GROVE BOULEVARD; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 71°04'57" WEST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 18°55'03" EAST. A DISTANCE OF 75.63 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 29.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°23'03", AND A CHORD BEARING AND DISTANCE OF NORTH 22°46'28" WEST 26.61 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY 109.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 83°23'03", AND A CHORD BEARING AND DISTANCE OF NORTH 22°46'28" WEST 99.77 FEET; THENCE NORTH 18°55'03" EAST, A DISTANCE OF 10.42 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 65.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 18°51'50" AND A CHORD BEARING AND DISTANCE OF NORTH 09°29'08" EAST 65.55 FEET; THENCE NORTH 00°03'13" EAST, A DISTANCE OF 323.32 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 31.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°18'02", AND A CHORD BEARING AND DISTANCE OF NORTH 45°05'48" WEST 28.36 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF 1.054.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°46'01" WEST 28.28 FEET TO THE WEST LINE OF SAID PARCEL 403; THENCE, ALONG SAID WEST LINE, NORTH 00°13'09" WEST, A DISTANCE OF 44.99 FEET; THENCE NORTH 00°13'33" WEST, A DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING. CONTAINING 6.361 ACRES.

LESS:

COMMENCING AT SAID POINT "A"; THENCE NORTH 89°59'11" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'13" WEST, A DISTANCE OF 486.54 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 57.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 108°51'50", AND A CHORD BEARING AND DISTANCE OF SOUTH 54°29'08" WEST 48.81 FEET; THENCE NORTH 71°04'57" WEST, A DISTANCE OF 212.96 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTH 71°04'57" WEST, A DISTANCE OF 212.96 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 26°04'57" WEST 35.36 FEET; THENCE NORTH 18°55'03" EAST, A DISTANCE OF 10.42 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 82.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 18°51'50", AND A CHORD BEARING AND DISTANCE OF NORTH 09°29'06" EAST 81.94 FEET; THENCE NORTHERLY 82.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 18°51'50", AND A CHORD BEARING AND DISTANCE OF NORTH 09°29'06" EAST 81.94 FEET; THENCE NORTHEASTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'40", AND A CHORD BEARING AND DISTANCE OF NORTH 45°02'33" EAST 28.28 FEET; THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'20", AND A CHORD BEARING AND DISTANCE OF NORTH 45°02'33" EAST 28.28 FEET; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'20", AND A CHORD BEARING AND DISTANCE OF SOUTH

CONTAINING 2.805 ACRES.

OVERALL CONTAINING 3,556 ACRES.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT ASSESSMENT AREA TWO

Report Date: February 23, 2023

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I. INTRODUCTION

This *Second Supplemental Assessment Methodology Report – Assessment Area Two* (the "Second Supplemental Report") serves to apply the basis of benefit allocation and assessment methodology in accordance with the Master Assessment Methodology Report (the "Master Report") dated March 26, 2020, specifically to support the issuance of the Bonds (as defined below) which will fund a portion of the Assessment Area Two Project of the District's Capital Infrastructure Program.

II. DEFINED TERMS

"Assessment Area Two" – property within the District that receives a special benefit from the Assessment Area Two Project being more particularly defined as gross acres within Pods D, F, F-2, I-2, and J, planned to contain 306 single-family lots.

"Assessment Area Two Project" – The portion of the CIP relating to public infrastructure for Assessment Area Two identified within the Engineer's Report.

"Assessable Property" – All property within Assessment Area Two of the District that receives a special benefit from the Assessment Area Two Project.

"Capital Improvement Program" (CIP) – The public infrastructure development program as outlined by the Engineer's Report.

"Developer - Berry Bay Development, LLC.

"Development" – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

"District" – Berry Bay Community Development District, 361.82 gross acres with the Development plan for 969 Units.

"Engineer's Report" - Supplemental Report of the District Engineer - Assessment Area Two for Berry Bay Community Development District, dated January 20, 2023.

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

"Master Report" or "Reports" – The *Master Assessment Methodology Report*, dated March 26, 2020, supplemented by the *First Supplemental Assessment Methodology Report- Assessment Area One*, dated January 13, 2021, as provided to support benefit and maximum assessments on private developable property within the District.

"Platted Units" - private property subdivided as a portion of gross acreage by virtue of the platting process.

"Product Type" – Classification assigned by the Developer to dissimilar Lot products and size for the development of the vertical construction.

"Unit(s)" – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

"Unplatted Parcels" – gross acreage intended for subdivision and platting pursuant to the Development plan for Assessment Area Two.

III. OBJECTIVE

The objective of this Second Supplemental Assessment Methodology Report is to:

- A. Allocate a portion of the costs of the CIP to the Assessment Area Two Project;
- B. Refine the benefits, as initially defined in the Master Report, to the assessable properties within the District that will be assessed as a result of the issuance of the Bonds (as herein defined);
- C. Determine a fair and equitable method of spreading the associated costs to the benefiting properties within the District and ultimately to the individual units therein; and
- D. Provide a basis for the placement of a lien on the assessable lands within the District that benefit from the Assessment Area Two Project, as outlined by the Engineer's Report.

The basis of benefit received by properties within the District's Assessment Two Area relates directly to the Assessment Area Two Project and is allocable to all Assessable Property within this Assessment Area. The Assessment Area Two Project will create the public infrastructure required to develop and improve the Assessable Property within Assessment Area Two. Without these public improvements, which include master infrastructure improvements. storm water, utilities (water and sewer), and roadways, the development of lands within Assessment Area Two could not be undertaken within the current legal development standards. This Second Supplemental Report applies the methodology described in the Master Report to assign assessments to all assessable properties within Assessment Area Two receiving benefit from the Assessment Area Two Project, which are required to satisfy the repayment of the Bonds.

The District will issue its Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two) (the "Bonds") to finance the construction and/or acquisition of a portion of the Assessment Area Two Project, which will provide special benefit to the assessable parcels within Assessment Area Two after platting. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those properties benefiting from the improvements within Assessment Area Two. Non-ad valorem assessments will be collected each year to provide the funding necessary to remit Bond debt service payments and to fund operations and maintenance costs related to the capital improvements maintained by the District.

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

IV. DISTRICT OVERVIEW

The District area encompasses 361.82 +/- acres and is located in Hillsborough County, Florida, within Sections 19, 29 and 30, Township 32 South, and Range 20 East. The primary Developer of the Assessable Property is Berry Bay Development, LLC (the "Developer"), who has created the overall development plan as outlined and supported by the Engineer's Report. The development plan for the District contemplates 969 single family lots. Assessment Area Two contains approximately 69.614 acres and is planned for 306 single-family lots. The public improvements as described in the Engineer's Report include master infrastructure improvements, storm water, utilities (water and sewer), roadways and landscape/hardscape.

V. CAPITAL IMPROVEMENT PROGRAM (CIP)

The District and Developer are undertaking the responsibility of providing public infrastructure necessary to develop the District. As designed, the Assessment Area Two Project represents a portion of the total CIP and is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to assessable lands within Assessment Area Two. The drainage and surface water management system are an example of a system that provides benefit to all planned residential lots within Assessment Area Two. As a system of improvements, all private benefiting landowners within Assessment Area Two benefit the same from the first few feet of pipe as they do from the last few feet. The storm water management system is an interrelated facility which, by its design and interconnected control structures, provides a consistent level of protection to the entire development program, and thus all landowners within Assessment Area Two will benefit from such improvement.

The District Engineer has identified the infrastructure, and respective costs, to be acquired and/or constructed within the Assessment Area Two Project. The Assessment Area Two Project includes master infrastructure improvements, storm water, utilities (water and sewer), roadways, landscape and hardscape. The cost of the Assessment Area Two Project is estimated to be \$19,496,101, of which, approximately \$5,613,850 will be funded by the issuance of the Bonds as generally described within Tables 2 and 3 of this Second Supplemental Report with further detail provided in the Engineer's Report.

VI. DETERMINATION OF SPECIAL ASSESSMENT

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

The Assessment Area Two Project contains a "system of improvements" for the Development that benefits the entire District; all of which are considered to be for an approved and assessable purpose (F.S. 170.01). This satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all private

developable properties receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement above. Finally, the specific benefit to the properties is equal to or exceeds the cost of the assessments to be levied on the benefited properties (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable. Eligible improvements are found within the list provided in F.S. 170.01. However, certifying compliance with the second and third requirements necessary to establish valid special assessment requires a more analytical examination. As required by F.S. 170.02, and described in the next section entitled "Allocation Methodology," this approach involves identifying and assigning value to specific benefits being conferred upon the various benefitting properties, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property. The Development plan contains a mix of single-family home sites. The method of apportioning benefit to the planned product mix can be related to development density and intensity where it "equates" the estimated benefit conferred to a specific single-family unit type. This is done to implement a fair and equitable method of apportioning benefit.

The second and third requirements are the key elements in defining a valid special assessment. A reasonable estimate of the proportionate special benefits received from the Assessment Area Two Project of the CIP is demonstrated in the calculation of an equivalent assessment unit (EAU), further described in the next section.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the benefitting property. These benefits are derived from the acquisition and/or construction of the District's CIP. The allocation of responsibility for the payment of special assessments, being associated with the special assessment liens encumbering the District as a result of the Assessment Area Two Project, has been apportioned according to a reasonable estimate of the special benefits provided, consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the District will be assessed for the payment of any nonad valorem special assessment greater than the determined special benefit particular to that property.

Property within Assessment Area Two that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by the Developer and other community property. To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to lot product average front footage.

VII. ALLOCATION METHODOLOGY

Table 1 outlines EAUs assigned for residential product types under the current Development plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

ØINFRAMARK

Berry Bay Community Development DistrictFebruary 23, 2023Second Supplemental Assessment Methodology Report – Assessment Area TwoPage 5

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated specifically to benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific assessable property. The CIP benefit with respect to the Assessment Area Two Project and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and maximum assessments associated with the Assessment Area Two Project are demonstrated on Table 3 through Table 4. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of bonds.

VIII. ASSIGNMENT OF ASSESSMENTS This section sets out the manner in which special assessments will be assigned and to establish a lien on land in accordance with the development rights and entitlements within the District. The Series 2023 Assessments will initially be levied on an equal gross acre basis to all property within Assessment Area Two. As properties therein are developed and platted, the Series 2023 Assessments will be assigned to the developed and platted properties within Assessment Area Two in accordance with the development plan reflected within Table 4. However, if land is sold in bulk to a third party prior to platting, then the District will assign Series 2023 Assessments based upon the development rights conveyed and/or assigned to such parcel in the land sale based on the EAU factors illustrated within Tables 3 and 4. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned "common elements" such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the "undeveloped state". At this point the infrastructure may or may not be installed and none of the units in the Development plan have been platted. This condition exists when the infrastructure program is financed prior to any development. In the undeveloped state, all of the lands within Assessment Area Two are assumed to receive benefit from the Assessment Area Two Project and all of the Assessable Property within Assessment Area Two would be assessed to repay the Bonds. While the land is in an "undeveloped state," special assessments will be assigned on an equal acre basis across all of the gross acreage within the Assessment Area Two. Debt will not be solely assigned to parcels which have development rights, but will and may be assigned to certain undevelopable parcels to ensure integrity of development plans, rights and entitlements.

The second condition is "on-going development". At this point, if not already in place, the installation of infrastructure has begun. Additionally, the Development plan has started to take shape. As undeveloped parcels are sold to home builders, they are assigned specific special assessments in relation to the estimated benefit that each platted unit within the District receives from the Assessment Area Two Project, with the balance of the debt assigned on a per gross

Berry Bay Community Development District Second Supplemental Assessment Methodology Report – Assessment Area Two

acre basis as described in the preceding paragraph. Therefore, each fully-developed, platted unit would be assigned a special assessment pursuant to its Product Type classification as set forth in Table 4. As noted above, if land is sold in bulk to a third party prior to platting, then the District will assign Series 2023 Assessments based upon the development rights conveyed and/or assigned to such parcel in the land sale based on the equivalent assessment unit (EAU) factors set forth in the Assessment Methodology. It is not contemplated that any unassigned debt would remain once all of the 306 lots associated with the Assessment Area Two Project are platted and fully-developed; if such a condition was to occur; the true-up provisions described below would be applicable.

The third condition is the "completed development state." In this condition all of the Assessable Property within the Development plan has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within the portion of the District representing 343.25 EAUs.

IX. FINANCING INFORMATION

The District will finance a portion of the Assessment Area Two Project through the issuance of the Bonds secured ultimately by benefiting properties within Assessment Area Two of the District. A number of items will comprise the bond sizing such as a debt service reserve, capitalized interest, issuance costs and rounding as shown on Table 3.

X. TRUE-UP MODIFICATION

During the construction period of the Development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of special assessment principal. In order to ensure the District's debt does not build up on the unplatted land, the District shall apply the following test as outlined within this "true-up methodology."

The debt per acre remaining on the unplatted land within the Assessment Area Two may not increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for the Bonds divided by the number of developable acres within the Assessment Area Two. Thus, every time the test is applied, the debt encumbering the remaining unplatted developable land must remain equal to or lower than the ceiling level of debt per acre. If the debt per gross acre is found to be above the established maximum, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount based on the schedule found in Exhibit A, Preliminary Assessment Roll, which amount will include accrued interest to the first interest payment date on the Bonds which occurs at least 45 days following such debt reduction payment.

True-up tests shall be performed upon the recording of each plat submitted to subdivide developed lands within the Assessment Area Two (including any replats). If upon the completion of any true-up analyses it is found the debt per acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage within the Assessment Area Two to produce the EAU densities required to adequately service the Bond debt, the District shall require the remittance of a density reduction payment, plus accrued interest as applicable, in an

amount sufficient to reduce the remaining debt per assessable acre to the ceiling amount per acre and to allow the remaining acreage to adequately service Bond debt upon development. The final test shall be applied at the platting of 100% of the development units within the District.

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

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

XI. ADDITIONAL STIPULATIONS

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

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

TABLE 1

| BERRY BAY Community development district development program | | | | | | |
|--|------------------------------------|--------------------------------|----------------|--|--|--|
| PRODUCT | ASSESSMENT AREA TWO UNIT MIX | PER UNIT EAU ⁽¹⁾ | TOTAL EAUs | | | |
| | | | | | | |
| Single Family 40' | 190 | 1.00 | 190.00 | | | |
| Single Family 50' | 83 | 1.25 | 103.75 | | | |
| Single Family 60' | 33 | 1.50 | 49.50 | | | |
| Total ⁽²⁾ | 306 | | 343.25 | | | |
| ⁽¹⁾ EAU factors assigned base and do not reflect front foota | | entified by distri | et engineer | | | |
| ⁽²⁾ Any development plan ch | anges will require recalc | ulations pursuan | t to the true- | | | |

up provisions within this report.

TABLE 2

| BERRY BAY COMMUNITY DEVELOPMENT DISTRICT BUILDOUT COMMUNITY DEVELOPMENT PROGRAM COSTS | | | | | | | |
|---|-------------|-------------|-----------|-----------|-------------|-----------------|----------------|
| BU DESCRIPTION | POD D | POD F | POD F-2 | POD I-2 | POD J | MASTER COSTS | TOTAL COSTS |
| Master | Ş0 | \$ 0 | \$0 | ŞO | Ş0 | \$10,000,000 | \$10,000,00 |
| District Roads | \$190,920 | \$350,776 | \$116,925 | \$62,256 | \$749,920 | \$0 | \$1,470,79 |
| Water Management & Control | \$477,301 | \$876,941 | \$292,314 | \$155,640 | \$1,874,800 | Ş0 | \$3,676,99 |
| Sewer & Wastewater Mgmt. | \$233,347 | \$428,727 | \$142,909 | Ş76,091 | \$916,569 | \$0 | \$1,797,64 |
| Vater Supply | \$159,100 | \$292,314 | \$97,438 | \$51,880 | \$624,933 | \$ 0 | \$1,225,66 |
| Amenities | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000,000 | \$1,000,00 |
| Professional & Permitting Fees | \$50,000 | \$75,000 | \$50,000 | \$50,000 | \$100,000 | Ş0 | \$325,00 |
| TOTAL | \$1,110,668 | \$2,023,758 | \$699,586 | \$395,867 | \$4,266,222 | \$11,000,000 | \$19,496,10 |

TABLE 3

| BERRY BAY COMMUNITY DEVELOPMENT D | ISTRICT |
|--|--|
| FINANCING INFORMATION - SERIES 2023 SPECIA | L ASSESSMENT BONDS |
| Average Coupon Rate Term (Years) | 5.65% 30 |
| Principal Amortization Installments | 30 |
| ISSUE SIZE | \$6,430,000 |
| General Construction Fund Capitalized Interest (Months) ⁽¹⁾ Debt Service Reserve Fund Original Issue Discount | \$5,613,850 \$51,373 \$446,075 \$14,152 |
| Underwriter's Discount Cost of Issuance | \$14,152 \$128,600 \$175,950 |
| ANNUAL ASSESSMENT | |
| Annual Debt Service (Principal plus Interest) Collection Costs and Discounts @ 6.0% | \$446,075 \$28, 4 73 |
| TOTAL ANNUAL ASSESSMENT | \$474,548 |
| ⁽¹⁾ Based on capitalized interest through May I, 2023 ⁽²⁾ Interest rate preliminary and subject to final rates. | |

TABLE 4

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

| ALLOCATION METHODOLOGY PER PARCEL - SERIES 2023 BONDS (1) | | | | | | | | |
|---|------|--------|--------|-------|--------------|-----------|----------|--------------|
| | PER | TOTAL | % OF | | PRODUCT TYPE | | PE | RUNIT |
| PRODUCT | UNIT | EAUs | EAUs | UNITS | TOTAL | ANNUAL | TOTAL | ANNUAL ASSMT |
| Single Family 40 | 1.00 | 190.00 | 55.35% | 190 | \$3,559,213 | \$262,678 | \$18,733 | \$1,383 |
| Single Family 50 | 1.25 | 103.75 | 30.23% | 83 | \$1,943,518 | \$143,436 | \$23,416 | 51,728 |
| Single Family 60' | 1.50 | 49.50 | 14.42% | 33 | \$927,269 | \$68,434 | 528,099 | 52,074 |
| TOTAL | | 343.25 | 100% | 306 | \$5,430,000 | \$474,548 | | |

⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. Based on Capitalized Interest through May 1, 2023.

Includes principal, interest, discounts and collection costs.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT – ASSESSMENT AREA TWO

EXHIBIT A

The par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$6,430,000.00 payable in 30 annual installments. For the remaining unplatted lands without established entitlements, the annual principal installment is \$6,265.30 per gross acre, and the maximum par debt is \$90,311.90 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan with respect to the Assessment Area 2 Project will initially be allocated on a per acre basis within Assessment Area Two of the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

| ASSESSMENT | ROLL | | |
|---|-------------------------------------|------------------------|---------------------|
| TOTAL ASSESSMENT: <u>\$6</u> | 430,000 | | |
| ANNUAL ASSESSMENT: | 446,075 | (30 Installments) | |
| TOTAL GROSS ASSESSABLE ACRES | /-:66.06 | | |
| TOTAL ASSESSMENT PER ASSESSABLE GROSS ACI | E:\$90,312 | | |
| ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACI | E: \$6,265 | (30 Installments) | |
| | | PER PARCEL | ASSESSMENTS |
| | Gross Unplatted | Total | Total Annual |
| Landowner Name, Hillsborough County Folio 1D & Address | Assessable Acres (1) | PAR Debt | Before Gross Up |
| Berry Bay Development, LLC Per Legal, Village D, F, F-2, & J | 66.06 | \$5,966,366 | \$413,911 |
| 111 S. Armenia Avenue, Suite 201 | | | |
| Tampa, FL 33609 | | | |
| | Course Usershipped | Total | Total |
| | Gross Unplatted Assessable Acres | TOEU | Annual |
| | Based on Entitlements (2 |) PAR Debt | Before Gross Up |
| LENNAR HOMES, LLC | 3.55 | \$463.634 | \$32,164 |
| Per Legal, POD I-2 | | | . , |
| 700 NW 107TH AVENUE STE 400 | | | |
| MIAMI, FL 33172-3138 | | | |
| Totals: | 69.62 | \$6,430,000 | \$446,075 |
| (1) The current acreage associated with VillageS D, F, and J is as follows: * Village D acreage less the CDD conveyance is 6.739 acres * Village F and F-2 acreage less the CDD conveyance is 14.635 acres * Village J is 44.69 acres. | | | |
| (2) The current development plan for Village I-2 is I Single Family 40ft Lot and IS Assessments have been assigned to Village I-2 in accordance with this development | | further described here | in, the Series 2023 |

EXHIBIT B

LEGAL DESCRIPTION

BERRY BAY PHASE 2 - POD D

PARCEL 401, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGES(S) 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BERRY BAY SUBDIVISION VILLAGE F

A PARCEL OF LAND BEING PARCEL 403 AND A PORTION OF TRACT 306, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE ALONG THE BOUNDARY OF PARCEL 403, BERRY BAY SUBDIVISION VILLAGE E, G, AND L, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°55'05" EAST, A DISTANCE OF 889.38 FEET; 2) SOUTH 00°03'13" WEST, A DISTANCE OF 180.54 FEET; 3) SOUTH 89°56'47" EAST, A DISTANCE OF 30.00 FEET; THENCE CONTINUE ALONG SAID BOUNDARY OF PARCEL 403 AND A SOUTHERLY EXTENSION THEREOF, ALSO BEING THE BOUNDARY OF TRACT 306, SAID BERRY BAY SUBDIVISION VILLAGE E, G, AND L, SOUTH 00°03'13" WEST, A DISTANCE OF 751.96 FEET; THENCE, ALONG THE BOUNDARY OF TRACT 306, SOUTH 57°53'46" EAST, A DISTANCE OF 113.15 FEET; THENCE, LEAVING SAID BOUNDARY OF TRACT 306, NORTH 72°41'17" WEST, A DISTANCE OF 238.25 FEET TO THE SAID BOUNDARY OF PARCEL 403; THENCE ALONG THE SAID BOUDARY OF PARCEL 403 THE FOLLOWING FOURTEEN (14) COURSES: 1) NORTH 71°04'57" WEST, A DISTANCE OF 260.59 FEET; 2) NORTH 18°55'03" EAST, A DISTANCE OF 25.00 FEET; 3) NORTH 71°04'57" WEST, A DISTANCE OF 100.12 FEET; 4) SOUTH 63°55'03" WEST, A DISTANCE OF 35.36 FEET; 5) NORTH 71°04'57" WEST, A DISTANCE OF 36.13 FEET; 6) NORTH 37°14'57" WEST, A DISTANCE OF 106.88 FEET; 7) NORTH 01°55'37" WEST, A DISTANCE OF 70.73 FEET; 8) NORTH 03°16'23" EAST, A DISTANCE OF 63.56 FEET; 9) NORTH 11°43'10" EAST, A DISTANCE OF 71.48 FEET; 10) NORTH 00°03'13" EAST, A DISTANCE OF 194.84 FEET; 11) SOUTH 89°45'11" WEST, A DISTANCE OF 973.57 FEET; 12) NORTH 00°13'09" WEST, A DISTANCE OF 145.00 FEET; 13) NORTH 00°13'33" WEST, A DISTANCE OF 155.06 FEET; 14) NORTH 89°25'38" EAST, A DISTANCE OF 635.66 FEET TO THE POINT OF BEGINNING.

BERRY BAY PHASE 3

PARCEL 404 OF BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGES 76-112 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

EXHIBIT B CONTINUED

LESS THE FOLLOWING LANDS CONVEYED TO THE DISTRICT

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGES E, G AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 401, BERRY BAY SUBDIVISION VILLAGES E, G AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;; THENCE, ALONG THE NORTH LINE OF SAID PARCEL 401, NORTH 89°25'38" EAST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 40°34'22" EAST, A DISTANCE OF 106.41 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 31.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°40'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°24'35" EAST 28.20 FEET; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 570.59 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°5'8'45", AND A CHORD BEARING AND DISTANCE OF NORTH 44°5'49" EAST 28.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF MARINE GRASS DRIVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°13'33" EAST, A DISTANCE OF 44.99 FEET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°13'33" EAST, A DISTANCE OF 44.99 FEET; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTHWESTERLY 31.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°14'0", AND A CHORD BEARING AND DISTANCE OF NORTH 45°13'59" WEST 28.29 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF 570.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°14'0", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°3'25'2" WEST 28.36 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF 38.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF 38.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTH 89°25'38" WEST A DISTANCE OF 392.93 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTH 89°25'38" WEST A DISTANCE OF 392.93 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTH 89°25'38" WEST, A DISTANCE OF 392.93 FEET TO A POINT ON A CURVE TO THE

CONTAINING 1.598 ACRES.

A PARCEL OF LAND BEING A PORTION OF PARCEL 403, BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 75, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 403, BERRY BAY SUBDIVISION VILLAGES E, G, AND L, ACCORDING TO PLAT BOOK 142, PAGE 76, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°13'33" EAST ALONG THE WEST LINE OF SAID PARCEL 403, A DISTANCE OF 110.05 FEET TO A POINT ON A CURVE TO THE LEFT AND THE POINT OF BEGINNING; THENCE, LEAVING SAID WEST LINE, SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°14'11" EAST 28,29 FEET; THENCE NORTH 89°45'11" EAST, A DISTANCE OF 1,054.48 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 31.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°41'58*, AND A CHORD BEARING AND DISTANCE OF NORTH 44°54'12" EAST 28.21 FEET; THENCE NORTH 00°03'13" EAST, A DISTANCE OF 111.15 FEET TO THE NORTH LINE OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE, ALONG SAID NORTH LINE, SOUTH 89°55'56" EAST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 00°03'13" WEST, A DISTANCE OF 110.88 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°57'27" EAST 28.29 FEET; THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 359.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF FIDDLE FIG AVENUE; THENCE, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°02'11" WEST, A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 89°58'07" WEST, A DISTANCE OF 70.02 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°02'33" WEST 28.28 FEET TO A POINT HEREINAFTER DESIGNATED AS POINT "A"; THENCE SOUTH 00°03'13" WEST, A DISTANCE OF 486.58 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 152.00 FEET ALONG THE ARC OF 5AID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 108°51'50", AND A CHORD BEARING AND DISTANCE OF SOUTH 54°29'08" WEST 130.15 FEET; THENCE NORTH 71°04'57" WEST, A DISTANCE OF 133.91 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 63°55'03" WEST 28.28 FEET; THENCE SOUTH 18°55'03" WEST, A DISTANCE OF 75.00 FEET TO THE NDRTH RIGHT-OF-WAY LINE OF BERRY GROVE BOULEVARD; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE. NORTH 71°04'57" WEST, A DISTANCE OF



EXHIBIT B CONTINUED

50.00 FEET; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 18°55'03" EAST, A DISTANCE OF 75.63 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 29.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°23'03", AND A CHORD BEARING AND DISTANCE OF NORTH 22°46'28" WEST 26.61 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY 109.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 83°23'03", AND A CHORD BEARING AND DISTANCE OF NORTH 22°46'28" WEST 99.77 FEET; THENCE NORTH 18°55'03" EAST, A DISTANCE OF 10.42 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 65.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 10°51'50", AND A CHORD BEARING AND DISTANCE OF NORTH 09°29'08" EAST 65.55 FEET; THENCE NORTH 00°03'13" EAST, A DISTANCE OF 323.32 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 31.52 FEET ALONG THE ARC OF 53.10 CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 10°31'13" EAST, A DISTANCE OF 323.25 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 31.52 FEET ALONG THE ARC OF 53.10 CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°18'02", AND A CHORD BEARING AND DISTANCE OF NORTH 45°05'48" WEST 28.36 FEET; THENCE SOUTH WESTERLY 31.41 FEET ALONG THE ARC OF 5AID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°18'02", AND A CHORD BEARING AND DISTANCE OF NORTH 45°05'48" WEST 28.36 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF 5AID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°18'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°46'01" WEST 28.28 FEET TO THE WEST LINE OF SAID PARCEL 403; THENCE, ALONG SAID WEST LINE, NORTH 00°13'03" WEST, A DISTANCE OF 44.99 FEET; THENCE NORTH 00°13'33" WEST, A DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING. CONTAINING 6.361 ACRES.

LESS:

COMMENCING AT SAID POINT "A"; THENCE NORTH 89°59'11" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'13" WEST, A DISTANCE OF 486.54 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 57.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 108°51'50", AND A CHORD BEARING AND DISTANCE OF SOUTH 54°29'08" WEST 48.81 FEET; THENCE NORTH 71°04'57" WEST, A DISTANCE OF 212.96 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 26°04'57" WEST 35.36 FEET; THENCE NORTH 18°55'03" EAST, A DISTANCE OF 10.42 FEET TO A POINT ON A CURVE TO THE LEFT: THENCE NORTHERLY 82.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 18°51'50", AND A CHORD BEARING AND DISTANCE OF NORTH 09°29'08" EAST 81.94 FEET: THENCE NORTH 00°03'13" EAST, A DISTANCE OF 323.57 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 31.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'40", AND A CHORD BEARING AND DISTANCE OF NORTH 45°02'33" EAST 28.28 FEET; THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°01'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°57'27" EAST 28.29 FEET TO THE POINT OF BEGINNING. CONTAINING 2.805 ACRES

OVERALL CONTAINING 3.556 ACRES.

Berry Bay Community Development District

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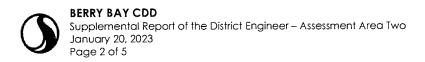
Supplemental Report of the District Engineer -Assessment Area Two



Prepared for: Board of Supervisors Berry Bay Community Development District

Prepared by: Stantec Consulting Services Inc. 777 S. Harbour Island Boulevard Suite 600 Tampa, FL 33602 (813) 223-9500

January 20, 2023



1.0 INTRODUCTION

The Berry Bay Community Development District ("the District") encompasses approximately 361.82 acres within Hillsborough County, Florida. The District is located within Sections 19, 29, and 30 Township 32 South, Range 20 East and is vacant land southeast of Sun City Center.

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

2.0 PURPOSE

The District was established by Hillsborough County Ordinance 20-07, adopted on March 10, 2020 and effective on March 11, 2020, for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities being planned within Pods D, F, F-2, I-2, and J of the District.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owners, EPG1 LLC and Lennar Homes LLC, plan to construct public subdivision improvements and community facilities, including water management and control, water supply, sewer and wastewater management, roads, and professional and permitting fees for 37 units within Pod D, 99 units within Pod F, 20 units within Pod I-2 and 150 units within Pod J, which totals 306 units.

See Appendix B for the Site Plan for Assessment Area Two.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

The subdivision design includes both master and subdivision improvements with master improvements, including collector roads (N/S and E/W), wastewater pumping stations, stormwater pond excavation, and off-site improvements, i.e. water main and force main extensions and intersection improvements at US Highway 301 and Saffold Road. This work benefits the entire District. Specific Pod design benefits those parts of the community only. Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Hillsborough County and the Southwest Florida Water Management District (SWFWMD). The water



BERRY BAY CDD Supplemental Report of the District Engineer – Assessment Area Two January 20, 2023 Page 3 of 5

management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

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

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

- 1. To provide stormwater quality treatment.
- 2. To provide stormwater storage and protect the development within the District from regulatory-defined rainfall events.
- 3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
- 4. To insure that adverse stormwater impacts do not occur upstream or downstream as a result of constructing the District improvements during regulatory-defined rainfall events.
- 5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
- 6. To preserve the function of the flood plain storage during the 100 year storm event.
- 7. To provide conveyance through storm sewer systems to the stormwater ponds provindin stormwater treatment and storage.

Water management and control systems will be designed in accordance with Hillsborough County Land Development Code and technical standards related to stormwater treatment and SWFWMD Rules and Regulations. The District is anticipated to own and maintain these facilities.

4.2 WATER SUPPLY

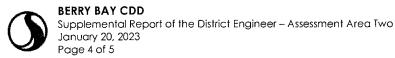
The District is located within the Hillsborough County Utilities Department's service area which will provide water supply for potable water service and fire protection to the property.

The water supply systems will be designed in accordance with the Hillsborough County technical standards and will also own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Hillsborough County Utilities Department's service area which will provide sewer and wastewater management service to the District via collection system within the subdivision road rights of way and interconnecting pump stations.

All sanitary sewer and wastewater management facilities will be designed in accordance with the Department's technical standards. The Department will own and maintain these facilities.



4.4 DISTRICT ROADS

The collector road providing access to all units within the community is considered a master improvement. The other subdivision streets connecting to the collector road are considered subdivision improvement that benefit those units within that phase. District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.

All roads will be designed in accordance with Hillsborough County's Land Development Code and technical standards and Land Development Code. These roads will be owned and maintained by Hillsborough County.

4.5 PROFESSIONAL SERVICES AND PERMITTING FEES

Hillsborough County and the SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community recreational facilities' design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities covering Hillsborough County infrastructure may also be required.

These fees associated with public improvements may be funded by the District.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES CONSTRUCTION COSTS

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities for Assessment Area Two.

6.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District.

The planning and design of the District were done in accordance with current governmental regulatory requirements.



BERRY BAY CDD Supplemental Report of the District Engineer – Assessment Area Two January 20, 2023 Page 5 of 5

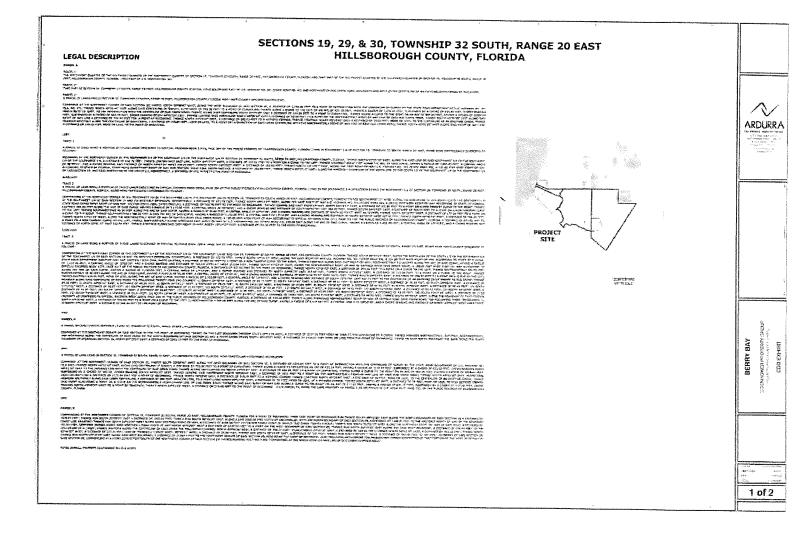
Items of construction cost in this report are based on local reputable contractor pricing. The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less that this estimate.

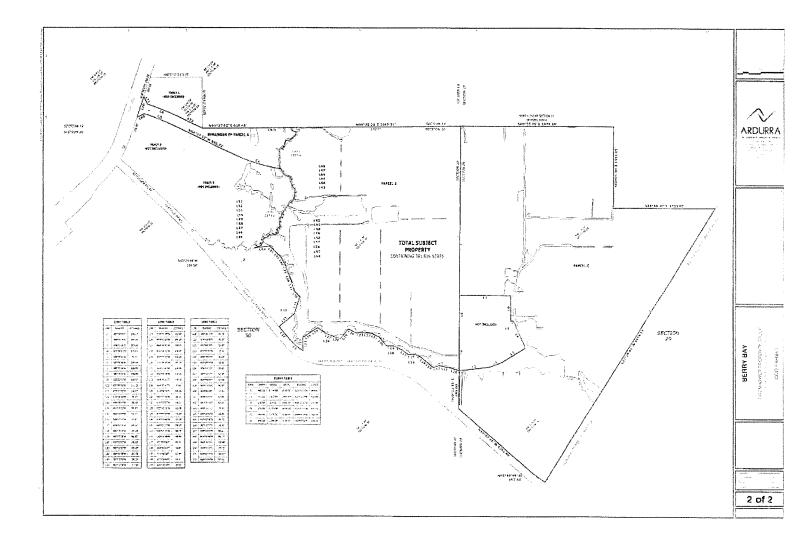
The professional service for establishing the Construction Cost Estimate are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

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



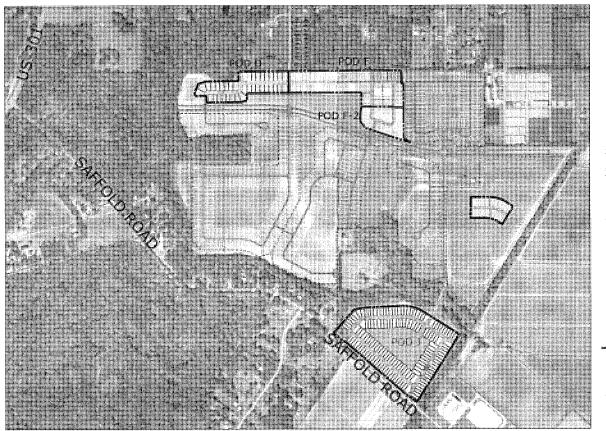
Appendix A LEGAL DESCRIPTION AND SKETCH OF THE DISTRICT







Appendix B SITE PLAN FOR ASSESSMENT AREA TWO





LOT SUMMARY - PHASE 2

POD D 4 - 50' LOTS 33 - 60' LOTS

POD F 26 - 40' LOTS 50 - 50' LOTS

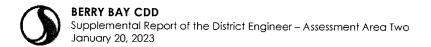
POD F-2 13 - 40' LOTS 10 - 50' LOTS

POD I-2 1 - 40' LOTS 19 - 50' LOTS

LOT SUMMARY - PHASE 3

<u>POD J</u> 150 - 40' LOTS

BERRY BAY PHASE 2 & 3 PODS D, F, F-2, I-2 & J 01/03/2023



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Appendix C CONSTRUCTION COST ESTIMATE

Berry Bay Community Development District Public Improvements and Community Facilities Assessment Area 2 306 Lots January 20, 2023

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| Description | Pod D | Pod F | Pod F-2 | Pod I-2 | Pod J | Total |
|----------------------------------|-----------|-------------|-----------|-----------|-------------|-------------|
| District Roads | \$285,170 | \$551,989 | \$236,700 | \$205,054 | \$889,855 | \$2,168,768 |
| Water Management and Control | \$169,143 | \$906,028 | \$150,780 | \$109,220 | \$1,355,148 | \$2,690,319 |
| Sewer and Wastewater Management | \$258,107 | \$406,823 | \$225,000 | \$200,000 | \$763,940 | \$1,853,870 |
| Water Supply | \$201,834 | \$438,127 | \$175,000 | \$150,000 | \$665,808 | \$1,630,769 |
| Professional and Permitting Fees | \$50,000 | \$75,000 | \$50,000 | \$50,000 | \$100,000 | \$325,000 |
| Total | \$964,254 | \$2,377,967 | \$837,480 | \$714,274 | \$3,774,751 | \$8,668,726 |

RESOLUTION 2023-14

A RESOLUTION AUTHORIZING THE AMENDEMENT OF THE BOUNDARIES OF THE BERRY BAY I COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE SUBMITTAL OF A PETITION TO AMEND THE BOUNDARIES OF THE DISTRICT TO THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY UNDER FLORIDA STATUTE § 190.046.

WHEREAS, the Berry Bay I Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") desires to amend the boundaries of the District and to submit a petition to amend the boundaries of the Berry Bay I Community Development District (the "**Petition**") for the Area Described in Exhibit "A" attached hereto.

NOW THERFORE, BE IT RESOLVED that:

- 1. The Board hereby authorizes and approves the amendment of the District boundary, and the Board Hereby authorizes and directs the Chair to sign and submit the Petition to the Board of County Commissioners of Hillsborough County, Florida.
- 2. The Board hereby authorizes and directs the Chair, Vice Chair, any other member of the Board, The District Counsel, and the District Manager to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from the Board of County Commissioners of Hillsborough County, Florida
- 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THIS 7TH DAY OF SEPTEMBER 2023.

Attest:

BERY BAY I COMMUNITY DEVELOPMENT DISTRICT

BRIAN LAMB – SECRETARY

CARLOS DE LA OSSA – BOARD CHAIR

EXHIBIT "A"

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, 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 along the East line of said Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4, S 00°25'15" E, a distance of 660.70 feet to the Southeast corner thereof, said point also being on the Northerly boundary of said BERRY BAY SUBDIVISION VILLAGES E, G, AND L; thence along said Northerly boundary, N 89°37'02" E, a distance of 666.48 feet to the Southeast corner of said Southwest 1/4 of Section 19; thence along the East boundary of said Southwest 1/4, N 00°23'43" W, a distance of 1291.61 feet to a point on the South Right of Way of Bonita Drive, according to Official Records Instrument # 2021436196, of said Public Records; thence N 89°40'55" E, a distance of 406.84 feet; thence 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 360.58 feet to a point on the West boundary of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 19; thence along said Westerly boundary and the Southerly extension thereof, S 00°12'59" E, a distance of 1280.13 feet to a point on aforesaid Northerly boundary of BERRY BAY SUBDIVISION VILLAGES E, G, AND L; thence along said Northerly boundary, N 89°25'38" E, a distance of 330.12 feet to the Southeast corner of said Section 19; 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 1979.38

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 484.078 acres, more or less.

LESS & EXCEPT:

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.

RESOLUTION 2023-15

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

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

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

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desires to designate the Officers of the District per F.S. 190.006(6).

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

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

| Carlos de la Ossa | Chairman |
|-------------------|---------------------|
| Nicholas Dister | Vice-Chairman |
| Brian Lamb | Secretary |
| Eric Davidson | Treasurer |
| Angie Grunwald | Assistant Secretary |
| Kelly Evans | Assistant Secretary |
| Ryan Motko | Assistant Secretary |
| Chloe Firebaugh | Assistant Secretary |

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

PASSED AND ADOPTED THIS 6th DAY OF SEPTEMBER 2023.

ATTEST:

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

| Print Name: | | | | |
|-------------|--|--|---|--|
| ~ | | | 2 | |

Secretary/ Assistant Secretary

Print Name: ______ Chair/ Vice Chair of the Board of Supervisors

FY 2023-2024 Operations and Maintenance Budget Funding Agreement (Berry Bay Community Development District)

This FY 2023-2024 Operations and Maintenance Budget Funding Agreement (this "**Agreement**") is made and entered into as of August 3, 2023, between the **Berry Bay Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the "**District**"), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **Berry Bay Development, LLC**, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609 (collectively, the "**Developer**").

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the "FY 2023-2024 Budget"), which commences on October 1, 2023, and concludes on September 30, 2024;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the "**Property**");

WHEREAS, the Developer agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

Funding Obligations. From time to time during the 2023-2024 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____[Insert Adopted 2023-2024 Budget Amount] in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments. Each month during FY 2023-2024, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and Developer agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2023 and ending on September 30, 2024. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Right to Lien Property.

- a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2023-2024 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- **4. Default**. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- **5.** Enforcement and Attorney Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
- 6. Governing Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

- 7. Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- **8. Termination of Agreement**. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
- **9.** Third Parties. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- **10. Amendments**. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- **11. Assignment**. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- **12. Authority**. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **13. Entire Agreement**. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Berry Bay Development, LLC, a Florida limited liability company

Berry Bay Community Development District

By: **Eisenhower Management, Inc.** a Florida corporation Its Manager

| Name: | | | |
|--------|--|--|--|
| Title: | | | |

Name: Chair/Vice-Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget

TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

This Temporary Construction Access License Agreement ("License Agreement") is made and entered into as of the _____ day of _____, 202___ by and between the Berry Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District"), and ______, (the "Homeowner(s)"), whose address is ______, Wimauma, Florida 33598 ("Homeowner's Property").

RECITALS:

WHEREAS, the Homeowner's Property is located within the boundaries of the District.

WHEREAS, the District owns and maintains certain real property ("**District Property**") located adjacent to Homeowner's Property as shown in the Plat Book _____, Page _____ of the public records of Hillsborough County, Florida.

WHEREAS, Homeowner(s) desire to construct improvements on the Homeowner's Property (the "**Improvements**").

WHEREAS, (a) an inspection of the District Property has been completed by the District's representative, (b) the homeowners association has approved the Improvements and (c) the Homeowner(s) have paid a deposit to the District in accordance with Article 4 of this License Agreement; and

WHEREAS, the District has agreed to grant a temporary, non-exclusive License for access across District Property by Homeowner(s) and their agents, in connection with the construction of the Improvements on Homeowner's Property; and

WHEREAS, upon the termination of this License Agreement, the District's representative shall conduct an inspection of the District Property; and

NOW THEREFORE, the District, for and in consideration of the mutual covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged, and subject to the following terms and conditions set forth in this License Agreement, does hereby grant, to the Homeowner(s) a temporary, non-exclusive License for the sole purpose of access across the District Property.

ARTICLE 1. INCORPORATION OF RECITALS

The "WHEREAS" provisions cited above are true, correct and are incorporated herein by reference.

ARTICLE 2. <u>LICENSE FOR ACCESS ACROSS THE LICENSED</u> <u>PROPERTY.</u>

A. Homeowner(s) and their agents may cross the District Property to construct the Improvements on the Homeowner's Property.

B. Homeowners agree that it shall not use the District Property in any way or for any purpose which interferes with or is a nuisance or disruption to the District's use of the District Property, nor shall Homeowner(s) cause or allow to be caused any damage to the District Property or facilities located thereon. Upon completion of Homeowner's access of the District Property pursuant to this Agreement, Homeowner(s) shall ensure that any grading, sod, landscaping, irrigation, and any other facilities are restored to their original condition.

D. Homeowner(s) shall obtain any and all necessary permits, as may be required, in order to conduct its activities under this License Agreement and shall comply with all statutes, ordinances, orders, regulations and requirements of any governmental department, bureau, or body having jurisdiction over the Homeowner's activities on the District Property and the Homeowner's Property.

ARTICLE 3. <u>TERM - TERMINATION</u>

This License Agreement shall become effective on the date first written above ("**Effective Date**") and shall automatically terminate six months after the Effective Date. The District reserves the right to terminate this License Agreement at any time should it determine, in its sole and absolute judgment, that continuation of the rights granted herein are no longer in the best interest of the District.

ARTICLE 4. <u>INDEMNIFICATION/HOLD HARMLESS</u>

Prior to any use of the District Property pursuant to the License Agreement, Homeowner(s) shall pay a refundable deposit to the District in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). Upon termination of this License Agreement, the District's representative shall complete an inspection of the District Property. If no damages or costs are incurred by the District as result of this License Agreement, and if District Property has been restored to its original condition (grading to original condition included) by the Homeowner(s) or its agents, based solely on the determination and discretion of the District the deposit shall be returned to the Homeowner(s) within thirty (30) days.

Homeowner(s) agree and acknowledge that its use of the District Property pursuant to this License Agreement shall be at the sole risk and expense of the Homeowner(s) and that the Homeowner(s) shall indemnify, defend and hold the District, its agents, assigns, or employees, harmless from and against any and all losses, liability, claims, suits, injury, demands, costs and expenses, including attorney's fees, related to any injuries and/or damages to any person or persons, or property caused by or resulting from the Homeowner's use of the District Property. The District further acknowledges that in the event the District incurs any damages, or if, in the sole determination of the District, based on the recommendation of the District's professional representative, work is required to restore the District Property, the District will first use the deposit paid by the Homeowner(s), and if additional costs or damages are incurred, will assess such costs or damages are paid by the Homeowner(s).

ARTICLE 5. LIMITATIONS ON GOVERNMENTAL LIABILITY

Nothing in this License Agreement shall be deemed as a waiver of immunity or limits of liability on the District beyond any statutory limited waiver or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 6. <u>INSURANCE REQUIREMENTS</u>

Homeowner(s) or Homeowner's Contractor performing the Improvements shall maintain throughout the term of this License Agreement, the following insurance:

- (a) Worker's Compensation Insurance if required in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering the Homeowner's legal liability for bodily injuries, with limits not less than \$1,000,000 combined single limit bodily injury and property damage liability. No subcontractors may be utilized by Homeowner(s) or Homeowner's contractor without the consent of the District, and subject to the modification of this License Agreement.

The Berry Bay Community Development District, its officers, Supervisors, staff and employees shall be named as additional insureds. The Homeowner(s) shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

ARTICLE 7. <u>RELATIONSHIP OF PARTIES</u>

The relationship established between the parties to this License Agreement shall be strictly one of the District and the Homeowner(s). No estate shall pass from the District to the Homeowner(s), and this License Agreement is for permissive use only. No other relationship shall be implied, suggested or inferred by or through this License Agreement, and this License Agreement shall not operate to create or to vest any property rights in the Homeowner(s).

ARTICLE 8. <u>NOTICE</u>

Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed above and shall be deemed received upon actual receipt by mail.

ARTICLE 9. <u>AMENDMENT</u>

This License Agreement may only be amended in writing, dated subsequent to the date hereof, duly executed by the authorized representatives of the parties hereto.

ARTICLE 10. <u>SURVIVABILITY</u>

Any term, condition, covenant or obligation which requires performance by the Homeowner(s) subsequent to the termination of this License Agreement shall remain enforceable against the Homeowner(s) subsequent to such termination, including the Indemnification and Hold Harmless provisions and Limitations on Governmental Liability provisions set forth in Article 4 and Article 5 of this License Agreement.

ARTICLE 11. <u>SEVERABILITY</u>

If any one or more of the provisions of this License Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this License Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.

ARTICLE 12. <u>ENTIRE AGREEMENT</u>

The foregoing License Agreement represents the complete and entire agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the undersigned has executed this License Agreement as of the day and year first written above.

| Homeowner(s) | Berry Bay |
|--------------|---------------------------------------|
| | Community Development District |
| By: | |
| Name: | By: |
| | Name: |
| By: | Chair/Vice-Chair of the Board of |
| Name: | Supervisors |

BERRY BAY CDD

Summary of Operations and Maintenance Invoices

| Vendor | Invoice/Account Number | Amount | Vendor Total | Comments/Description |
|---|---------------------------|-------------|-----------------|--|
| Monthly Contract | | | | |
| FIRST CHOICE AQUATIC WEED MANAGMENT LLC | 84646 | \$2,039.00 | | WATERWAY SERVICES - 21 PONDS JUNE 2023 |
| INFRAMARK LLC | 96830 | \$4,862.03 | | DISTRICT INVOICE JUNE 2023 |
| JNJ CLEANING SERVICES LLC | 0224 | \$787.00 | | AMENITY CLEANING MAY 2023 |
| JNJ CLEANING SERVICES LLC | 0239 | \$1,406.00 | \$2,193.00 | AMENITY CLEANING JUNE 2023 |
| SUNRISE LANDSCAPE | 11384 | \$12,683.83 | | LANDSCAPE MAINT. JUNE 20232 |
| SWINE SOLUTIONS | 421 | \$1,550.00 | | TRAPPING SERVICES |
| ZEBRA CLEANING TEAM, INC. | 0016 | \$1,600.00 | | COMMERCIAL POOL SERVICE MAY 2023 |
| ZEBRA CLEANING TEAM, INC. | 0017 | \$1,600.00 | \$3,200.00 | COMMERCIAL POOL SERVICE JUNE 2023 |
| Monthly Contract Subtotal | | \$26,527.86 | | |
| Variable Contract | | | | |
| CARLOS DE LA OSSA | CDLO 060123 | \$200.00 | | SUPERVISOR FEE 06/01/23 |
| GRAU AND ASSOCIATES | 24167 | \$1,500.00 | | AUDIT FYE 09/30/23 |
| NICHOLAS J. DISTER | ND 060123 | \$200.00 | | SUPERVISOR FEE 06/01/23 |
| RYAN MOTKO | RM 060123 | \$200.00 | | SUPERVISOR FEE 06/01/23 |
| STRALEY ROBIN VERICKER | 23187 | \$927.95 | | GENERAL CONSULTING - PROFESSIONAL SERVICES THRU - 05/15/23 |
| U.S. BANK | 6934269 | \$250.00 | | CUSTODIAN |
| Variable Contract Subtotal | | \$3,277.95 | | |
| Utilities | | | | |
| TECO | 3334 061323 ACH | \$273.09 | | ELECTRICITY SERVICES 05/09/23-06/07/23 |
| TECO | 6104 060623 ACH | \$11,989.31 | \$12,262.40 | BULK BILLING - ELECTRICITY SERVICES 04/06/23-05/08/23 |
| Utilities Subtotal | | \$12,262.40 | | |
| Regular Services | | | | |
| BERRY BAY CDD | 06162023-1 | \$11,271.55 | | SERIES 2021 FY23 TAX DIST ID 626 TAX CERT SALE |
| FIELDS CONSULTING GROUP LLC | 3086 | \$1,150.00 | | POOL ENTRY WALL SIGN |
| FIELDS CONSULTING GROUP LLC | 3087 | \$1,600.00 | | POOL RULE SIGN |
| FIELDS CONSULTING GROUP LLC | 3088 | \$700.00 | \$3,450.00 | AMENITY PARKING SIGN |
| FIRST CHOICE AQUATIC WEED MANAGMENT LLC | 84643 | \$378.00 | | QUARTERLY VEGETATION |
| NEPTUNE MULTI SERVICES | 0053360 | \$650.00 | | LAKE/POND TRASH |
| SPEAREM ENTERPRISES LLC | 5779 | \$125.00 | | TRASH/DEBRIS PICKUP |
| SUNRISE LANDSCAPE | 11533 | \$2,736.45 | | PHASE 2 MAINT. 06/03/23 |
| SUNRISE LANDSCAPE | 11589 | \$2,736.45 | | PHASE 2 ENHANCEMENTS - 06/09/23 |
| SUNRISE LANDSCAPE | 11590 | \$1,134.00 | | IRRIGATION REPAIRS / ENHANCEMENTS 06/01/23 |
| SUNRISE LANDSCAPE | 11645 | \$2,433.30 | | IRRIGATION PARTS/ENHANCEMENT 06/13/23 |
| SUNRISE LANDSCAPE | 11660 | \$2,736.45 | | OUT OF CONTRACT ENHANCEMENT - 06/17/23 |
| SUNRISE LANDSCAPE | 11726 | \$6,820.00 | | PLANT MATERIAL REPLACEMENT |

BERRY BAY CDD

Summary of Operations and Maintenance Invoices

| Vendor | Invoice/Account Number | Amount | Vendor Total | Comments/Description |
|------------------------------|---------------------------|-------------|-----------------|---|
| SUNRISE LANDSCAPE | 11727 | \$2,736.45 | | PHASE 2 MAINT. 06/21/23 |
| SUNRISE LANDSCAPE | 11743 | \$554.00 | | IRRIGATION REPAIR PROPOSAL - ZONE 20 & 22 - PARTS |
| SUNRISE LANDSCAPE | 11744 | \$1,016.50 | \$22,903.60 | IRRIGATION REPAIRS - CONTROL B |
| Regular Services Subtotal | | \$38,778.15 | | |
| | | | | |
| Additional Services | | | | |
| SPEAREM ENTERPRISES LLC | 5778 | \$125.00 | | MENS RESTROOM DOOR |
| SUNRISE LANDSCAPE | 11759 | \$373.50 | | IRRIGATIONN REPAIRS / PARTS |
| Additional Services Subtotal | | \$498.50 | | |
| | | | | |
| TOTAL | | \$81,344.86 | | |

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

[] Chariman [] Vice Chariman [] Assistant Secretary

Invoice

First Choice Aquatic Weed Management, LLC

P.O. Box 593258 Orlando, FL 32859

| Date | Invoice # |
|-----------|-----------|
| 5/31/2023 | 84646 |

Phone: 407-859-2020 Fax: 407-859-3275

Bill To

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

| Customer P.O. No. | Payment Terms | Due Date | | |
|-------------------|---------------|-----------|--|--|
| | Net 30 | 6/30/2023 | | |

| Description | An | nount |
|---|------------------|------------|
| Waterway service for (21) ponds for the month this invoice is dated. Comple | | 2,039.00 |
| Thank you for your business. | Total | \$2,039.00 |
| | Payments/Credits | \$0.00 |
| | Balance Due | \$2,039.00 |



. . .

INVOICE

| 2002 West Grand Parkway North Suite 100 | INVOICE# |
|--|-------------|
| Katy, TX 77449 | #96830 |
| BUL TO | CUSTOMER ID |
| BILL TO Berry Bay Community Development | C2278 |
| District | PO# |
| 2005 Pan Am Cir Ste 300 | |
| Tampa FL 33607-6008 United States | |

Services provided for the Month of: June 2023

.. ..

| DESCRIPTION | QTY | UOM | RATE | MARKUP | AMOUNT |
|-----------------------------|-----|-----|----------|--------|----------|
| District Management | 1 | Ea | 3,000.00 | | 3,000.00 |
| Accounting Services | 1 | Ea | 375.00 | | 375.00 |
| Field Management | 1 | Ea | 1,000.00 | | 1,000.00 |
| Website Maintenance / Admin | 1 | Ea | 125.00 | | 125.00 |
| B/W Copies | 10 | Ea | 0.15 | | 1.50 |
| Color Copies | 7 | Ea | 0.39 | | 2.73 |
| Postage | 13 | Ea | 0.60 | | 7.80 |
| Dissemination Services | 1 | Ea | 350.00 | | 350.00 |
| Subtotal | | | | | 4,862.03 |

| Subtotal | \$4,862.03 |
|-----------|------------|
| Тах | \$0.00 |
| Total Due | \$4,862.03 |

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below: Account Name: INFRAMARK, LLC ACH - Bank Routing Number: 111000614 / Account Number: 912593196 Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

INVOICE

JNJ Amenity Services

7804 Davie Ray Dr, Zephyrhills, FL 33540, UNITED STATES Phone: +1 813-781-8999; services@jnjcleanservices.com

Invoice No#: 0224 Invoice Date: May 26, 2023 Due Date: Jun 15, 2023



\$787.00 Amount due

BILL TO

c/o Inframark Berry Bay CDD 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, UNITED STATES inframark@avidbill.com

| # | ITEMS & DESCRIPTION | QTY/HRS | PRICE | AMOUNT(\$) |
|---|---|---------|----------|------------|
| 1 | Restrooms Clean and sanitize 8 toilets, 2 urinals, and 6 sinks. Sweep and/or mop floors. Supply all toilet paper, paper towels, hand soap and trash bags. | 2 | \$131.00 | \$262.00 |
| 2 | Pool deck Rearrange pool chairs and/or tables. Wipe tables as needed. Close umbrellas when not in use. Pick up any trash around pool deck. | 1 | \$75.00 | \$75.00 |
| 3 | Dog stations Remove and replace 2 dog trash liners once a week. Place dog waste bags as needed. | 3 | \$20.00 | \$60.00 |
| 4 | Trash | 1 | \$15.00 | \$15.00 |



Remove and replace 1 large trash bag.

| 5 | Kitchen area Wipe down all counters, sink and refrigerator on the outside. Sweep and/or mop floors. | 1 | \$75.00 | \$75.00 |
|---|---|---|----------|----------|
| 6 | Pavilion area Pick up any trash surrounding pavilion. | 1 | \$75.00 | \$75.00 |
| 7 | One Time Deep Clean Deep clean of amenity center. Swept sand from pavers throughout pool deck and entrance. All windows cleaned inside and | 1 | \$150.00 | \$150.00 |

| 6 | outside. Ceiling fans wiped down to remov any construction debris. Light fixtures in bathrooms and pool deck wiped down. | /e | | |
|---|--|-----------|---------|--------------|
| ſ | Basketball court Misc. trash and debris picked up and dispo of. | 1 osed | \$75.00 | \$75.00 |
| | | Subtotal | | \$787.00 |
| | | Shipping | | \$0.00 |
| | | TOTAL | | \$787.00 USD |

NOTES TO CUSTOMER

Amenity cleaning services provided at Berry Bay CDD in May 2023.

Pricing reflects services provided 6 out of 12 days in the month of May and also a first time deep clean charge.

INVOICE

JNJ Amenity Services

7804 Davie Ray Dr, Zephyrhills, FL 33540, UNITED STATES Phone: +1 813-781-8999; services@jnjcleanservices.com

\$150.00

\$150.00

1

1

\$150.00

\$150.00

Invoice No#: 0239 Invoice Date: Jun 26, 2023 Due Date: Jul 15, 2023



\$1,406.00 amount due

BILL TO

c/o Inframark Berry Bay CDD 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, UNITED STATES inframark@avidbill.com

| # | ITEMS & DESCRIPTION | QTY/HRS | PRICE | AMOUNT(\$) |
|---|---|---------|----------|------------|
| 1 | Restrooms Clean and sanitize 8 toilets, 2 urinals, and 6 sinks. Sweep and/or mop floors. Supply all toilet paper, paper towels, hand soap and trash bags. | 2 | \$263.00 | \$526.00 |
| 2 | Pool deck Rearrange pool chairs and/or tables. Wipe tables as needed. Close umbrellas when not in use. Pick up any trash around pool deck. | 1 | \$150.00 | \$150.00 |
| 3 | Dog stations Remove and replace 4 dog trash liners once a week. Place dog waste bags as needed. | 4 | \$40.00 | \$160.00 |
| 4 | Trash | 9 | \$30.00 | \$270.00 |



Remove and replace 9 large trash bags. **trash containers located at pavilion, kids park, dog park, basketball court, tennis court, inside of bathrooms and on pool deck.**

 5 Kitchen area
 Wipe down all counters, sink and refrigerator on the outside. Sweep and/or mop floors.

6 Pavilion area Disinfect tables and chairs. Pick up any trash surrounding pavilion.

| Subtotal | \$1,406.00 |
|----------|----------------|
| Shipping | \$0.00 |
| TOTAL | \$1,406.00 USD |

NOTES TO CUSTOMER

Amenity cleaning services provided at Berry Bay CDD in June 2023.



5521 Baptist Church Road Tampa, FL 33610

Bill To

Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607 Invoice 11384

| PO# | Date |
|------------|------------|
| | 06/02/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

| Description | Amount |
|---|-------------|
| #5576 - Landscape Maintenance Agreement June 2023 | \$12,683.83 |

| Total | \$12,683.83 |
|------------------|-------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$12,683.83 |

Swine Solutions

12013 Rose Ln Riverview, FL 33569 US Thomas@swinesolutionsfl.com https://www.SwineSolutionsFL.com

INVOICE

| BILL TO | INVOICE | 421 |
|--------------------|----------|------------|
| Berry Bay CDD | DATE | 06/25/2023 |
| 2005 Pan Am Circle | TERMS | Net 30 |
| Ste 300 | DUE DATE | 07/25/2023 |
| Tampa, FL 33607 | | |
| | | |

| DATE | SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|------------------|----------------|-----|----------|----------|
| | Trapping Service | Month to Month | 1 | 1,550.00 | 1,550.00 |
| | | | | | |

BALANCE DUE

\$1,550.00

Zebra Pool Cleaning Team INC.

P.O. BOX 3456 Apollo Beach, FL. 33572 813-279-0437

Bill To

Berry Bay CDD 5380 Knight Tide Lane Wimauma, FL 33598

| P.O. Numbe | er Terms | Rep | Ship | Via | F.O.B. | Project |
|-----------------|---------------------|----------------|----------------|-------|----------|------------|
| | Net 30 | | 5/31/2023 | | | |
| Quantity | Item Code | | Descriptio | I | Price Ea | ch Amount |
| | Commerical Pool S | Commercial Poo | ol Service May | | | 1,600.00 |
| We appreciate y | our prompt payment. | | | - | Total | \$1,600.00 |

*

Ship To

Berry Bay CDD 5380 Knight Tide Lane Wimauma, FL 33598

| Date | Invoice # |
|-----------|-----------|
| 5/31/2023 | 0016 |

| Date | Invoice # |
|------|-----------|
|------|-----------|

Invoice

Zebra Pool Cleaning Team INC.

P.O. BOX 3456 Apollo Beach, FL. 33572 813-279-0437

Invoice

| Date | Invoice # |
|-----------|-----------|
| 5/31/2023 | 0017 |

| Bill To | |
|---|--|
| Berry Bay CDD 5380 Knight Tide Lane Wimauma, FL 33598 | |
| | |

| P.O. Number Terms | | Rep | Ship | Via | F.O.B. | | Project |
|-------------------|---------------------|----------------|-----------------|-----|----------|----------|-----------|
| | Net 30 | | 5/31/2023 | | | | |
| Quantity | Item Code | | Descriptio | on | Price Ea | ach | Amount |
| | Commerical Pool S | Commercial Poo | ol Service June | | | 1,600.00 | 1,600.0 |
| e appreciate y | our prompt payment. | | | | Total | | \$1,600.0 |

*

Ship To

Berry Bay CDD 5380 Knight Tide Lane Wimauma, FL 33598

Berry Bay CDD MEETING DATE: June 01, 2023 DMS:

CdIO 060123

| SUPERVISORS | CHECK IF IN ATTENDANCE | STATUS | PAYMENT AMOUNT |
|-------------------|---------------------------|-----------------|-------------------|
| Carlos de la Ossa | | Salary Accepted | \$200.00 |
| Ryan Motko | V | Salary Accepted | \$200.00 |
| Nick Dister | \checkmark | Salary Accepted | \$200.00 |
| Kelly Evans | | Salary Accepted | \$200.00 |
| Chloe Firebaugh | | Salary Waived | \$0.00 |

Grau and Associates

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Berry Bay Community Development District 2005 Pan Am Circle, Suite 300 Tampa, FL 33607

Invoice No. 24167 Date 06/02/2023

SERVICE

AMOUNT

Audit FYE 09/30/2022

\$<u>1,500.00</u>

Current Amount Due \$<u>1,500.00</u>

| 0 - 30 | 31- 60 | 61 - 90 | 91 - 120 | Over 120 | Balance |
|----------|--------|---------|----------|----------|----------|
| 1,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| | | | | | |

Payment due upon receipt.

Berry Bay CDD MEETING DATE: June 01, 2023 DMS:

ND 060123

| CHECK IF IN ATTENDANCE | STATUS | PAYMENT AMOUNT |
|---------------------------|-----------------|--|
| | Salary Accepted | \$200.00 |
| V | Salary Accepted | \$200.00 |
| \checkmark | Salary Accepted | \$200.00 |
| | Salary Accepted | \$200.00 |
| | Salary Waived | \$0.00 |
| | | ATTENDANCE Salary Accepted Salary Accepted Salary Accepted Salary Accepted Salary Accepted Salary Accepted Salary Accepted |

Berry Bay CDD MEETING DATE: June 01, 2023 DMS:

RM 060123

| SUPERVISORS | CHECK IF IN ATTENDANCE | STATUS | PAYMENT AMOUNT |
|-------------------|---------------------------|-----------------|-------------------|
| Carlos de la Ossa | | Salary Accepted | \$200.00 |
| Ryan Motko | V | Salary Accepted | \$200.00 |
| Nick Dister | | Salary Accepted | \$200.00 |
| Kelly Evans | | Salary Accepted | \$200.00 |
| Chloe Firebaugh | | Salary Waived | \$0.00 |

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606 Telephone (813) 223-9400 Federal Tax Id. - 20-1778458

| Berry Bay Community Development District | June 05, 2023 | 3 |
|--|---------------|--------|
| c/o Meritus | Client: | 001543 |
| 2005 Pan Am Circle, Ste 300 | Matter: | 000001 |
| Tampa, FL 33607 | Invoice #: | 23187 |
| | Page: | 1 |

RE: General

For Professional Services Rendered Through May 15, 2023

SERVICES

| Date | Person | Description of Services | Hours | Amount |
|-----------|--------|---|-------|----------|
| 4/21/2023 | LB | REVIEW SUPERVISOR OF ELECTIONS CORRESPONDENCE RE QUALIFIED NUMBER OF ELECTORS IN THE DISTRICT; REVIEW DISTRICT'S CURRENT BOARD SUPERVISORS; UPDATE 2024 ELECTION SPREADSHEET TO UPDATE QUALIFIED ELECTORS AND BOARD SUPERVISORS INFORMATION. | 0.3 | \$52.50 |
| 4/24/2023 | JMV | REVIEW COMMUNICATION FROM DISTRICT MANAGER; REVIEW LEGAL NOTICE. | 0.2 | \$75.00 |
| 5/3/2023 | JMV | REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING. | 0.3 | \$112.50 |
| 5/4/2023 | JMV | PREPARE FOR AND ATTEND CDD BOARD MEETING. | 0.4 | \$150.00 |
| 5/4/2023 | KCH | REVIEW AGENDA AND ATTEND BOS MEETING IN PERSON. | 0.5 | \$162.50 |
| 5/14/2023 | JMV | PREPARE RESOLUTION FOR CDD BOARD MEETING AND PUBLIC HEARING. | 0.8 | \$300.00 |
| | | Total Professional Services | 2.5 | \$852.50 |

DISBURSEMENTS

| Date | Description of Disbursements | Amount |
|----------|---|---------|
| 4/3/2023 | Simplefile E-Recording- Filing Fee- Filing fees | \$75.45 |
| | Total Disbursements | \$75.45 |

| | June 05, 2023 |
|------|-----------------------------|
| | Client: 001543 |
| | Matter: 000001 |
| | Invoice #: 23187 |
| | Page: 2 |
| | |
| Tota | al Services \$852.50 |
| Tota | al Disbursements \$75.45 |
| Tota | al Current Charges \$927.95 |
| Pre | vious Balance \$2,075.90 |
| Le | ess Payments (\$2,075.90) |
| PAT | Y THIS AMOUNT \$927.95 |

Please Include Invoice Number on all Correspondence



Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107 Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone:

6934269 248160000 05/25/2023 io: LEANNE DUFFY 407-835-3807 Received JUN 5 2023

\$250.00

BERRY BAY COMMUNITY DEVELOPMENT DIST ATTN BRIAN LAMB 2005 PAN AM CIRCLE STE 300 **TAMPA FL 33607**

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION FUND CUSTODY GENERAL FUND

The following is a statement of transactions pertaining to your account. For further information, please review the attached.
STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION FUND CUSTODY GENERAL FUND

Invoice Number: 6934269 Account Number: 248160000 Current Due: \$250.00 Direct Inquiries To: LEANNE DUFFY Phone: 407-835-3807

Wire Instructions: U.S. Bank .ABA # 091000022 Acct # 1-801-5013-5135 Trust Acct # 248160000 Invoice # 6934269 Attn: Fee Dept St. Paul Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Invoice Date: Account Number: Direct Inquiries To: Phone: 6934269 05/25/2023 248160000 LEANNE DUFFY 407-835-3807

3/3

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION FUND CUSTODY GENERAL FUND

Accounts Included 248160000 In This Relationship:

| CURRENT | CHARGES SUMMARIZED FOR E | NTIRE RELATION | SHIP | |
|--|------------------------------|----------------|-----------------|------------|
| Detail of Current Charges | Volume | Rate | Portion of Year | Total Fees |
| 04050 Custodian | 1.00 | 250.00 | 100.00% | \$250.00 |
| Subtotal Administration Fees - In Adva | ance 05/01/2023 - 04/30/2024 | | | \$250.00 |
| TOTAL AMOUNT DUE | | | | \$250.00 |





BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP BERRY GROVE AND MARINE WIMAUMA, FL 33598

Statement Date: June 13, 2023

Amount Due: \$273.09

Received

JUN 1 6 2023

Due Date: July 05, 2023 Account #: 221008963334

DO NOT PAY. Your account will be drafted on July 05, 2023

Account Summary

| Current Service Period: May 09, 2023 - June 07, 2023 | |
|--|----------|
| Previous Amount Due | \$0.00 |
| Payment(s) Received Since Last Statement | \$0.00 |
| Current Month's Charges | \$273.09 |

Current Month's Charges

Amount Due by July 05, 2023

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



\$273.09

Scan here to learn more about your redesigned bill and soon-to-come Interactive Bill.



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221008963334 Due Date: July 05, 2023

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

TAMPA ELECTRIC

AN EMERA COMPANY

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318

614347012852

Amount Due: \$273.09 Payment Amount: S.

Your account will be drafted on July 05, 2023



Service For: BERRY GROVE AND MARINE WIMAUMA, FL 33598

Rate Schedule: Lighting Service

Account #: 221008963334 Statement Date: June 13, 2023 Charges Due: July 05, 2023

Important Messages

Service Period: May 09, 2023 - Jun 07, 2023 Charge Details

| | Lighting Charges | | \$273.09 |
|----|-----------------------------------|-------------------------|----------|
| | State Tax | | \$19.16 |
| | Florida Gross Receipt Tax | | \$0.28 |
| | Storm Surcharge | 105 kWh @ \$0.00326/kWh | \$0.34 |
| | Clean Energy Transition Mechanism | 105 kWh @ \$0.00036/kWh | \$0.04 |
| | Storm Protection Charge | 105 kWh @ \$0.01466/kWh | \$1.54 |
| | Lighting Fuel Charge | 105 kWh @ \$0.05169/kWh | \$5.43 |
| | Lighting Pole / Wire | 11 Poles | \$152.85 |
| | Fixture & Maintenance Charge | 11 Fixtures | \$89.76 |
| | Lighting Energy Charge | 105 kWh @ \$0.03511/kWh | \$3.69 |
| - | for 16 days | | |
| -7 | Electric Charges | | |

Total Current Month's Charges

\$273.09

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Contact Us

Online: TampaElectric.com Phone: Commercial Customer Care: 866-832-6249 Residential Customer Care: 813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties)

Hearing Impaired/TTY: 7-I-1 Power Outage: 877-588-1010 Energy-Saving Programs: 813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment contact agents to your account or service disconnection.



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP

JUN 12 2023

\$11,989.31

2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

Statement Date: June 06, 2023

\$11,989,31 Amount Due: PIVEO Due Date: June 20, 2023 Account #: 321000026104

DO NOT PAY. Your account will be drafted on June 20, 2023

Account Summary

| Previous Amount Due | \$9,665.14 |
|---|------------------------------|
| Payment(s) Received Since Last Statement | -\$9,665.14 |
| Credit Balance After Payments and Credits Current Month's Charges | \$0.00 \$11,989.31 |

Amount Due by June 20, 2023

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Locations With The Highest Usage

| 0 | 5161 PLUMERIA DR, WIMAUMA, FL 33598 | 5,855 KWH |
|---|--|--------------|
| 9 | 5014 EAGLE ROCK DR, WIMAUMA, FL 33598 | 968 Kwh |



Scan here to learn more about your redesigned bill and soon-to-come Interactive Bill.



for more safety tips.

Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 321000026104 Due Date: June 20, 2023



drafted on June 20, 2023

Mail payment to: **TECO** P.O. BOX 31318 TAMPA, FL 33631-3318

Monthly Usage (kWh) 2022 2023 6900 5520 4140 2760 1380 0 Nov Dec Jan Feb Маг Apr May Jun Jul Aug Sep Oct

MPA ELEC: TRUC AN EMERA COMPANY

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.



00000013 FTECO506062322333400 00000 01 01000000 13 007 BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-2359

Summary of Charges by Service Address

Account Number: 321000026104

| Ene | ergy Usage | From Last | Mont | h |
|-----|------------|-----------|------|-----------|
| | Increased | Same | - | Decreased |

| Service Address: US HWY 301 S, WIMAUMA, FL 33598 | Sub-Account Number: 211026770647 |
|--|----------------------------------|
| | Amount: \$1,938.63 |
| Service Address: US HWY 301 AND SAFFOLD RD PH2, WIMAUMA, FL 33598 | Sub-Account Number: 221008266993 |
| | Amount: \$2,162.15 |
| Service Address: US HWY 301 AND SAFFOLD RD PH 1, WIMAUMA, FL 33598 | Sub-Account Number: 221008339733 |
| | Amount: \$912.83 |
| Service Address: SAFFOLD RD AND US HWY 301 S, WIMAUMA, FL 33598 | Sub-Account Number: 221008339741 |
| | Amount: \$514.31 |
| Service Address: US HWY 301 S VILLAGE K, WIMAUMA, FL 33598 | Sub-Account Number: 221008339758 |
| | Amount: \$692.37 |
| Service Address: US HWY 301 S VILLAGE M, WIMAUMA, FL 33598 | Sub-Account Number: 221008339766 |
| | Amount: \$1,477.05 |
| Service Address: US HWY 301 S VILLAGE E, WIMAUMA, FL 33598 | Sub-Account Number: 221008348866 |
| | Amount: \$461.58 |
| | Continued on next page → |

For more information about your bill and understanding your charges, please visit TampaElectric.com



Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

| | | | | | | | | r age 5 of 14 |
|----------------|------------------------------------|---------------|--------------|-----|------------|------------|---------------------------|-----------------|
| - | f Charges by \$ r: 321000026104 | Service Ad | dress | | | | age From Last Mont | h Decreased |
| Service Addres | ss: US HWY 301 S V | ILLAGE L, WIM | AUMA, FL 335 | 98 | | Sub-Acc | count Number: 2210 | 08348874 |
| | | | | | | | Amou | int: \$1,477.05 |
| Service Addres | ss: 5014 EAGLE RO | CK DR, WIMAU | MA, FL 33598 | | | Sub-Ac | count Number: 2210 | 08438154 |
| Meter | Read Date | Current | Previous | = | Total Used | Multiplier | Billing Period | Amount |
| 1000853654 | 05/08/2023 | 5,093 | 4,125 | | 968 kWh | 1 | 32 Days | \$174.69 |
| | | | | | | | | 31.7 9 |
| Service Addres | ss: US HWY 301 S V | ILLAGE G, WIM | AUMA, FL 335 | 598 | | Sub-Acc | count Number: 2210 | 08439970 |
| | | | | | | | Атоц | nt: \$1,246.25 |
| Service Addres | s: 5161 PLUMERIA | DR, WIMAUMA, | FL 33598 | | | Sub-Acc | :ount Number: 2210 | 08657597 |
| Meter | Read Date | Current | Previous | Ŧ | Total Used | Multiplier | Billing Period | Amount |
| 1000861704 | 05/08/2023 | 50,743 | 44,888 | | 5,855 kWh | 1 | 32 Days | \$932.40 |
| | | | | | | | | 61.3% |
| Total Curre | nt Month's Cl | | | | | | 611 | ,989.31 |



Sub-Account #: 211026770647 Statement Date: 06/01/2023

Service Address: US HWY 301 S, WIMAUMA, FL 33598

Service Period: 04/07/2023 - 05/08/2023

Rate Schedule: Lighting Service

Charge Details

| | Lighting Charges | | \$1,938.63 |
|---|-------------------------------------|--------------------------|------------|
| | Florida Gross Receipt Tax | | \$2.15 |
| | Storm Surcharge | 798 kWh @ \$0.00326/kWh | \$2.60 |
| | Clean Energy Transition Mechanism | 798 kWh @ \$0.00036/kWh | \$0.29 |
| | Storm Protection Charge | 798 kWh @ \$0.01466/kWh | \$11.70 |
| | Lighting Fuel Charge | 798 kWh @ \$0.05169/kWh | \$41.25 |
| | Lighting Pole / Wire | 42 Poles | \$1167.18 |
| | Fixture & Maintenance Charge | 42 Fixtures | \$685.44 |
| | Lighting Energy Charge | 798 kWh @ \$0.03511/kWh | \$28.02 |
| | Lighting Service Items LS-1 (Bright | Choices) for 32 days | |
| 9 | Electric Charges | | |

Current Month's Electric Charges

\$1,938.63

Billing information continues on next page ightarrow



Sub-Account #: 221008266993 Statement Date: 06/01/2023

Service Address: US HWY 301 AND SAFFOLD RD PH2, WIMAUMA, FL 33598

Service Period: 04/06/2023 - 05/05/2023 Charge Details

Electric Charges

| Lighting Charges | | \$2,162.15 |
|-------------------------------------|---------------------------|------------|
| Florida Gross Receipt Tax | | \$4.49 |
| Storm Surcharge | 1665 kWh @ \$0.00326/kWh | \$5.43 |
| Clean Energy Transition Mechanism | 1665 kWh @ \$0.00036/kWh | \$0.60 |
| Storm Protection Charge | 1665 kWh @ \$0.01466/kWh | \$24.41 |
| Lighting Fuel Charge | 1665 kWh @ \$0.05169/kWh | \$86.06 |
| Lighting Pole / Wire | 45 Poles | \$1450.35 |
| Fixture & Maintenance Charge | 45 Fixtures | \$532.35 |
| Lighting Energy Charge | 1665 kWh @ \$0.03511/kWh | \$58.46 |
| Lighting Service Items LS-1 (Bright | Choices) for 30 days | |
| | | |

Current Month's Electric Charges

\$2,162.15

Billing information continues on next page ->

Rate Schedule: Lighting Service





Service Address: US HWY 301 AND SAFFOLD RD PH 1, WIMAUMA, FL 33598

Service Period: 04/06/2023 - 05/05/2023

Rate Schedule: Lighting Service

Charge Details

| orm Protection Charge ean Energy Transition Mechanism orm Surcharge orida Gross Receipt Tax | 925 kWh @ \$0.01466/kWh 925 kWh @ \$0.00036/kWh 925 kWh @ \$0.00326/kWh | \$0.33 |
|--|--|---|
| ean Energy Transition Mechanism | 925 kWh @ \$0.00036/kWh | • • • |
| , | , , , | \$13.56 \$0.33 |
| orm Protection Charge | 925 kWh @ \$0.01466/kWh | \$13.56 |
| | | |
| hting Fuel Charge | 925 kWh @ \$0.05169/kWh | \$47.81 |
| hting Pole / Wire | 25 Poles | \$517.39 |
| ture & Maintenance Charge | 25 Fixtures | \$295.75 |
| ghting Energy Charge | 925 kWh @ \$0.03511/kWh | \$32.48 |
| phting Service Items LS-1 (Bright | Choices) for 30 days | |
| ectric Charges | | |
| | Shting Service Items LS-1 (Bright shting Energy Charge sture & Maintenance Charge shting Pole / Wire | Inting Service Items LS-1 (Bright Choices) for 30 days Inting Energy Charge 925 kWh @ \$0.03511/kWh Intere & Maintenance Charge 25 Fixtures Inting Pole / Wire 25 Poles |

Current Month's Electric Charges

\$912.83

Billing information continues on next page ightarrow



Sub-Account #: 221008339741 Statement Date: 06/01/2023

Service Address: SAFFOLD RD AND US HWY 301 S, WIMAUMA, FL 33598

Service Period: 04/07/2023 - 05/08/2023 **Charge Details**

Rate Schedule: Lighting Service

Electric Charges

| | \$0.73 |
|---------------------------------|---|
| 270 kWh @ \$0.00326/kWh | \$0.88 |
| chanism 270 kWh @ \$0.00036/kWh | \$0.10 |
| 270 kWh @ \$0.01466/kWh | \$3.96 |
| 270 kWh @ \$0.05169/kWh | \$13.96 |
| 10 Poles | \$277.90 |
| ge 10 Fixtures | \$207.30 |
| 270 kWh @ \$0.03511/kWh | \$9.48 |
| -1 (Bright Choices) for 32 days | |
| | 270 kWh @ \$0.03511/kWh 10 Fixtures 10 Poles 270 kWh @ \$0.05169/kWh 270 kWh @ \$0.01466/kWh chanism 270 kWh @ \$0.00036/kWh |

Current Month's Electric Charges

\$514.31

Billing information continues on next page \rightarrow





Sub-Account #: 221008339758 Statement Date: 06/01/2023

Service Address: US HWY 301 S VILLAGE K, WIMAUMA, FL 33598

Service Period: 04/06/2023 - 05/05/2023

Rate Schedule: Lighting Service

Charge Details

| Electric Charge Lighting Service | | Choices) for 30 days | |
|-------------------------------------|------------------|-------------------------|----------|
| Lighting Energy C | | 285 kWh @ \$0.03511/kWh | \$10.01 |
| Fixture & Maintena | ance Charge | 15 Fixtures | \$244.80 |
| Lighting Pole / Wi | re | 15 Poles | \$416.85 |
| Lighting Fuel Char | ge | 285 kWh @ \$0.05169/kWh | \$14.73 |
| Storm Protection | Charge | 285 kWh @ \$0.01466/kWh | \$4.18 |
| Clean Energy Trar | sition Mechanism | 285 kWh @ \$0.00036/kWh | \$0.10 |
| Storm Surcharge | | 285 kWh @ \$0.00326/kWh | \$0.93 |
| Florida Gross Rece | eipt Tax | | \$0.77 |
| Lighting Charges | | | \$692.37 |

Current Month's Electric Charges

\$692.37

Billing information continues on next page ->



Sub-Account #: 221008339766 Statement Date: 06/01/2023

Service Address: US HWY 301 S VILLAGE M, WIMAUMA, FL 33598

Service Period: 04/06/2023 - 05/05/2023

Rate Schedule: Lighting Service

Charge Details

Electric Charges

| Lighting Charges | | \$1,477.05 |
|-------------------------------------|--------------------------|------------|
| Florida Gross Receipt Tax | | \$1.64 |
| Storm Surcharge | 608 kWh @ \$0.00326/kWh | \$1.98 |
| Clean Energy Transition Mechanism | 608 kWh @ \$0.00036/kWh | \$0.22 |
| Storm Protection Charge | 608 kWh @ \$0.01466/kWh | \$8.91 |
| Lighting Fuel Charge | 608 kWh @ \$0.05169/kWh | \$31.43 |
| Lighting Pole / Wire | 32 Poles | \$889.28 |
| Fixture & Maintenance Charge | 32 Fixtures | \$522.24 |
| Lighting Energy Charge | 608 kWh @ \$0.03511/kWh | \$21.35 |
| Lighting Service Items LS-1 (Bright | | Č01.0 |
| | | |

Current Month's Electric Charges

\$1,477.05

Billing information continues on next page ightarrow





Service Address: US HWY 301 S VILLAGE E, WIMAUMA, FL 33598

Service Period: 04/07/2023 - 05/08/2023

Rate Schedule: Lighting Service

Charge Details

| 7 | Electric Charges | | |
|---|-------------------------------------|--------------------------|----------|
| | Lighting Service Items LS-1 (Bright | Choices) for 32 days | |
| | Lighting Energy Charge | 190 kWh @ \$0.03511/kWh | \$6.67 |
| | Fixture & Maintenance Charge | 10 Fixtures | \$163.20 |
| | Lighting Pole / Wire | 10 Poles | \$277.90 |
| | Lighting Fuel Charge | 190 kWh @ \$0.05169/kWh | \$9.82 |
| | Storm Protection Charge | 190 kWh @ \$0.01466/kWh | \$2.79 |
| | Clean Energy Transition Mechanism | 190 kWh @ \$0.00036/kWh | \$0.07 |
| | Storm Surcharge | 190 kWh @ \$0.00326/kWh | \$0.62 |
| | Florida Gross Receipt Tax | | \$0.5 |
| | Lighting Charges | | \$461.58 |

Current Month's Electric Charges

\$461.58

Billing information continues on next page ightarrow



Sub-Account #: 221008348874 Statement Date: 06/01/2023

Service Address: US HWY 301 S VILLAGE L, WIMAUMA, FL 33598

Service Period: 04/07/2023 - 05/08/2023 Charge Details

Electric Charges

| Lighting Charges | | \$1,477.05 |
|-------------------------------------|-------------------------|------------|
| Florida Gross Receipt Tax | | \$1.64 |
| Storm Surcharge | 608 kWh @ \$0.00326/kWh | \$1.98 |
| Clean Energy Transition Mechanism | 608 kWh @ \$0.00036/kWh | \$0.22 |
| Storm Protection Charge | 608 kWh @ \$0.01466/kWh | \$8.91 |
| Lighting Fuel Charge | 608 kWh @ \$0.05169/kWh | \$31.43 |
| Lighting Pole / Wire | 32 Poles | \$889.28 |
| Fixture & Maintenance Charge | 32 Fixtures | \$522.24 |
| Lighting Energy Charge | 608 kWh @ \$0.03511/kWh | \$21.35 |
| Lighting Service Items LS-1 (Bright | t Choices) for 32 days | |
| | | |

Current Month's Electric Charges

\$1,477.05

Billing information continues on next page ightarrow

Rate Schedule: Lighting Service





Service Address: 5014 EAGLE ROCK DR, WIMAUMA, FL 33598

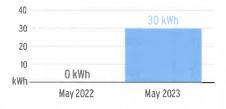
Meter Read

Service Period: 04/07/2023 - 05/08/2023 Rate Schedule: General Service Non Demand Meter Number Current Reading Read Date **Total Used** Multiplier **Billing Period** Reading 1000853654 05/08/2023 5,093 4,125 968 kWh 32 Days 1

Charge Details

| Electric Service Cost | | \$174.69 |
|-----------------------------------|-------------------------|----------|
| Florida Gross Receipt Tax | | \$4.3 |
| Storm Surcharge | 968 kWh @ \$0.01061/kWh | \$10.2 |
| Clean Energy Transition Mechanism | 968 kWh @ \$0.00427/kWh | \$4.1 |
| Storm Protection Charge | 968 kWh @ \$0.00400/kWh | \$3.8 |
| Fuel Charge | 968 kWh @ \$0.05239/kWh | \$50.7 |
| Energy Charge | 968 kWh @ \$0.07990/kWh | \$77.3 |
| Daily Basic Service Charge | 32 days @ \$0.75000 | \$24.0 |
| Electric Charges | | |

Avg kWh Used Per Day



Current Month's Electric Charges

\$174.69

Billing information continues on next page \rightarrow



Sub-Account #: 221008439970 Statement Date: 06/01/2023

Service Address: US HWY 301 S VILLAGE G, WIMAUMA, FL 33598

Service Period: 04/07/2023 - 05/08/2023 Charge Details

Electric Charges

| | \$1.38 |
|--------------------------|--|
| 513 kWh @ \$0.00326/kWh | \$1.67 |
| 513 kWh @ \$0.00036/kWh | \$0.18 |
| 513 kWh @ \$0.01466/kWh | \$7.52 |
| 513 kWh @ \$0.05169/kWh | \$26.52 |
| 27 Poles | \$750.33 |
| 27 Fixtures | \$440.64 |
| 513 kWh @ \$0.03511/kWh | \$18.01 |
| | 27 Fixtures 27 Poles 513 kWh @ \$0.05169/kWh 513 kWh @ \$0.01466/kWh 513 kWh @ \$0.00036/kWh |

Current Month's Electric Charges

\$1,246.25

Billing information continues on next page ightarrow

Rate Schedule: Lighting Service





Service Address: 5161 PLUMERIA DR, WIMAUMA, FL 33598

Meter Read

Meter Location: IRRIGATION

Service Period: 04/07/2023 - 05/08/2023

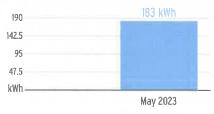
Rate Schedule: General Service - Non Demand

| Meter Number | Read Date | Current Reading | Previous Reading | Total Used | Multiplier | Billing Period |
|-----------------|------------|--------------------|---------------------|------------|------------|----------------|
| 1000861704 | 05/08/2023 | 50,743 | 44,888 | 5,855 kWh | 1 | 32 Days |

Charge Details

| Storm Surcharge Florida Gross Receipt Tax | 5,855 kWh | \$62.12 \$23.3 |
|--|---------------------------|-------------------|
| Clean Energy Transition Mechanism | 5,855 kWh @ \$0.00427/kWh | \$25.00 |
| Storm Protection Charge | 5,855 kWh @ \$0.00400/kWh | \$23.42 |
| Fuel Charge | 5,855 kWh @ \$0.05239/kWh | \$306.74 |
| Energy Charge | 5,855 kWh @ \$0.07990/kWh | \$467.8 |
| Daily Basic Service Charge | 32 days @ \$0.75000 | \$24.00 |
| Electric Charges | | |

Avg kWh Used Per Day



Current Month's Electric Charges

\$932.40

Total Current Month's Charges

\$11,989.31

6

<u>CHECK REQUEST FORM</u> <u>Berry Bay</u>

| Date: | 6/19/2023 |
|---------------|---|
| Invoice#: | 06162023-1 |
| Vendor#: | V00022 |
| Vendor Name: | Berry Bay |
| Pay From: | Truist Acct# 6498 |
| Description: | Series 2021 - FY 23 Tax Dist ID 626 Tax Cert Sale |
| Code to: | 202.103200.1000 |
| Amount: | \$11,271.55 |
| Requested By: | 6/19/2023 Teresa Farlow |

BERRY BAY CDD district check request

| Today's Date | 6/16/2023 |
|----------------------|---|
| Check Amount | <u>\$11,271.55</u> |
| Payable To | Berry Bay CDD |
| Check Description | Series 2021 - FY 22 Tax Dist. ID 626 (744 Cut Sole) |
| Special Instructions | Do not mail. Please give to Eric Davidson |

(Please attach all supporting documentation: invoices, receipts, etc.)

Eric

Authorization

| DM | | | | |
|----------|------|-----|------|--|
| Fund | | 001 | | |
| G/L | | | | |
| Object (| Code | | | |
| Chk | # | | Date | |

BERRY BAY CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023, TAX YEAR 2022

| | Dollar Amounts | Fiscal Year 2023 Percentages | 23 Percentages | | | | | |
|-----------------------------------|--|--|--|---|---|-------|---|-----------------------|
| Net O&M Net DS Net Total | 561,574.80 995,377.48 1,556,952.28 | 36.069% 63.931% 100.0000% | 0.360700 0.639300 1.000000 | | | | | |
| | | 36.07% | 36.07% | 63.93% | 63.93% | | | |
| Date Received | Amount Received | Raw Numbers Operations Revenue, Occupied Units | Rounded Operations Revenue, Occupied Units | Raw Numbers 2021 Debt Service Revenue | Rounded 2021 Debt Service Revenue | Proof | Distribution Number & Date Transferred | Payments (CDD check#) |
| 11/16/2022 | 1,560.87 | 562.99 | 562.99 | 997.88 | 997.88 | | 598 | 249 |
| 11/22/2022 | 48.10 | 17.35 | 17.35 | 30.75 | 30.75 | 1 | 599 | |
| 12/6/2022 | 4,695.03 | 1,693.44 | 1,693.44 | 3,001.59 | 3,001.59 | | 602 | 252 |
| 12/13/2022 | 835,243.80 | 301,262.84 | 301,262.84 | 533,980.96 | 533,980.96 | | 604 | 267 |
| 1/5/2023 | 379,176.50 | 136,764.61 | 136,764.61 | 242,411.89 | 242,411.89 | 4 | 606 | 278 |
| 2/3/2023 | 47,903,98 | 17,278.42 | 17,278.42 | 30,625.56 | 30,625.56 | | 610 | 280 |
| 3/2/2023 | 280,821.41 | 101,289.06 | 101.289.06 | 179,532.35 | 179,532.35 | 1 | 613 | 297 |
| 5/5/2023 | 2,014.94 | 726.77 | 726.77 | 1,288.17 | 1,288.17 | ı | 620 | 320 |
| 6/16/2023 | 17,630.77 | 6.359.22 | 6,359.22 | 11,271.55 | 11,271.55 | 1 | 626 | |
| | | | 1 | | t | 1 | | |
| | | 1 | 1 | | 1 | 1 | | |
| | | | 1 | | | | | |
| | | | | | | , | | |
| | | | | r | | 1 | | |
| TOTAL | 1,569,095.40 | 565,954.68 | 565,954.70 | 1,003,140.72 | 1,003,140.70 | | | |
| Net Total on Roll | 1,556,952.28 | | 561,574.80 | | 995,377.48 | | | |
| Collection Surplus / (Deficit) | 12,143.12 | | 4,379.90 | | 7.763.22 | | | |

Hillsborough County Tax Collector - Distribution by Agency - CURRENT YEAR - dated 06-16-2023 - Run 06/15/2023 12:20PM

œ



11749 Crestridge Loop Trinity, FL 34655



Invoice

| Date | Invoice # |
|-----------|-----------|
| 5/22/2023 | 3086 |

| Bill To |
|-------------------------|
| Inframark |
| Berry Bay CDD |
| Attn: Angie Grunwald |
| 2005 Pan Am Circle #300 |
| Tampa, FL 33607 |
| - |

| | | | | P.O. No. | Terms |
|-------------------|---|-----|------|---------------|------------|
| Item | Description | Qty | | Rate | Amount |
| Printing & Reprod | "Pool Entry Wall" Outdoor Message Board Double Lockable Door (36" h x 60" w) silver color, cork board. | | 1 | 1,000.00 | 1,000.00 |
| Install (Signage) | Deliver and install the above on-site using wall anchors. | | 1 | 150.00 | 150.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | Sub | total | \$1,150.00 |
| | | | Sale | es Tax (7.0%) | \$0.00 |
| | | | Tot | al | \$1,150.00 |
| | | | Payı | ments/Credits | \$0.00 |
| | | | Bala | ince Due | \$1,150.00 |

| Phone # | Fax # | E-mail |
|----------------|----------------|-----------------------|
| (727) 480-6514 | (727) 836-9783 | mike@fcgmarketing.com |



11749 Crestridge Loop Trinity, FL 34655



Invoice

| Date | Invoice # |
|-----------|-----------|
| 5/22/2023 | 3087 |

Bill To

Inframark Berry Bay CDD Attn: Angie Grunwald 2005 Pan Am Circle #300 Tampa, FL 33607

| L | | | | P.O. No. | Terms |
|-------------------|---|-----|-----|---------------|------------|
| Item | Description | Qty | | Rate | Amount |
| Printing & Reprod | "Pool Rules" sign (52"w x 93"h) vertical layout (6mm) maxmetal panel (2-sided) with full color print (front with white back and black logo; Includes (2) 3" x 12-ft black round fluted posts, (2) acorn finial tops. Includes delivery, on-site assembly and installation using self tapping hex screws (cover paint black) and cement in ground. | | 1 | 1,500.00 | |
| Graphic Design | Setup "Pool Rules" artwork / text | | 1 | 100.00 | 100.00 |
| | | | | | |
| | | s | ub | total | \$1,600.00 |
| | | s | ale | s Tax (7.0%) | \$0.00 |
| | | Т | ot | al | \$1,600.00 |
| | | Р | ayı | ments/Credits | \$0.00 |
| | | В | ala | ince Due | \$1,600.00 |

| Phone # | Fax # | E-mail |
|----------------|----------------|-----------------------|
| (727) 480-6514 | (727) 836-9783 | mike@fcgmarketing.com |



11749 Crestridge Loop Trinity, FL 34655



Invoice

| Date | Invoice # |
|-----------|-----------|
| 5/22/2023 | 3088 |

| Bill To | |
|--|--|
| Inframark Berry Bay CDD Attn: Angie Grunwald 2005 Pan Am Circle #300 Tampa, FL 33607 | |

| L | | | | P.O. No. | Terms |
|-------------------|--|-----|------|---------------|----------|
| | | | | | 1 |
| Item | Description | Qty | | Rate | Amount |
| Printing & Reprod | "Amenity Center Parking" sign (18"w x 24"h) metal (.080) hi-intensity reflective with black back. Includes install with 12-ft galvanized u-channel post. | | 4 | 175.00 | 700.00 |
| | | | Sub | ototal | \$700.00 |
| | | | Sal | es Tax (7.0%) | \$0.00 |
| | | | То | tal | \$700.00 |
| | | Γ | Pay | ments/Credits | \$0.00 |
| | | | Bala | ance Due | \$700.00 |

| Phone # | Fax # | E-mail |
|----------------|----------------|-----------------------|
| (727) 480-6514 | (727) 836-9783 | mike@fcgmarketing.com |

Invoice

First Choice Aquatic Weed Management, LLC

P.O. Box 593258 Orlando, FL 32859

| Date | Invoice # |
|-----------|-----------|
| 5/31/2023 | 84643 |

Phone: 407-859-2020 Fax: 407-859-3275

Bill To

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

| Customer P.O. No. | Payment Terms | Due Date |
|-------------------|---------------|-----------|
| | Net 30 | 6/30/2023 |

| Description | Am | ount |
|--|------------------|----------|
| Quarterly service to treat all invasive/nuisance vegetation. | | 378.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Thank you for your business. | Total | \$378.00 |
| | Payments/Credits | \$0.00 |
| | Balance Due | \$378.00 |



Neptune Multi services LLC

Invoice

| 11423 Crestlake Village Dr | Invoice No: | 0053360 |
|--|-------------|------------|
| Riverview, FL, 33569 | Date: | 06/01/2023 |
| Neptunemts@gmail.com | Terms: | NET 0 |
| https://www.facebook.com/101624548259772/posts/228424315579794/?sfnsn=mo | Due Date: | 06/01/2023 |
| 813-778-9857 | | |

Bill To:

Berry Bay CDD inframark@avidbill.com

| Description | Quantity | Rate | Amount |
|---|----------|----------|-------------------------------------|
| Trash Pick up and Pond Cleanup | 10 | \$65.00 | \$650.00 |
| Extra pond clean up per Heather Dilley request. | | | |
| 5 hrs extra. | | | |
| 2 days of cleanup (Kayaks needed) | | | |
| | | | |
| | | Subtotal | \$650.00 |
| Payment Instructions | | TAX 0% | \$0.00 |
| Zelle @8133257684 | | Total | \$650.00 |
| Cashapp \$neptunejku | | lotal | <i><i><i>Q</i>OOOOOOOOOOOOO</i></i> |
| | | Paid | \$0.00 |
| Pay Now | Bal | ance Due | \$650.00 |
| | | | |
| | | | |

Neptune Multi services LLC - Invoice 0053360 - 06/01/2023

| Please detach and send with remittand | re to: R | Remittance Ad | vice for Invoice # 0053360 on 06/01/2023 |
|---------------------------------------|----------|---------------|--|
| Neptune Multi services LLC | Ba | alance Due | \$650.00 |
| 11423 Crestlake Village Dr | | Paid | |
| Riverview, FL, 33569 | | · | Received From: Berry Bay CDD |
| | | | |
| Card Type | | | |
| Cardholder's Name | | | - |
| Card Number | | | cvv |
| Expiry Date | | | |
| Signature | | | |



Spearem Enterprises, LLC

7842 Land O' Lakes Blvd. #335 Land O' Lakes, FL 34638 +1 8139978101 spearem.jmb@gmail.com



INVOICE

| BILL TO Berry Bay CDD C/O Meritus 2005 Pan Am Circle, Suite 300 Tampa , FL 33607 | | INVOICE DATE TERMS DUE DATE | 5779 06/15/2023 Net 15 06/30/2023 | |
|--|-------------|--------------------------------------|--|---------|
| ACTIVITY | QTY | | RATE | AMOUNT |
| Labor Picked up and disposed of Trash and Debris located at Night tide La Berry Grove. Total of four different areas where people are dumping trash/debris. | | | 125.00 | 125.00 |
| Thank You! We Appreciate Your Business. | BALANCE DUE | | \$ | 6125.00 |



| Bill To |
|-------------------------|
| Berry Bay CDD |
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

Invoice 11533

| PO# | Date |
|------------|------------|
| | 06/06/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Description

#6300 - Phase 2 Maintenance (Out of Contract)

This is a work order to service phase 2 areas (mowing, edging, weeding and trimming) before contract starts.

Enhancement - 06/03/2023

Amount

\$2,736.45

| Total | \$2,736.45 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$2,736.45 |



| Bill To |
|-------------------------|
| Berry Bay CDD |
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

| Invoice | 11589 | |
|------------|-------|------------|
| PO# | | Date |
| | | 06/13/2023 |
| Sales Rep | | Terms |
| Tom Bryant | | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Description

#6333 - Phase 2 Maintenance (Out of Contract)

This is a work order to service phase 2 areas (mowing, edging, weeding and trimming) before contract starts.

Enhancement - 06/09/2023

\$2,736.45

Amount

| Total | \$2,736.45 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$2,736.45 |



| Berry Bay CDD |
|-------------------------|
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

| Invoice 11590 | | |
|---------------|------------|--|
| PO# | Date | |
| | 06/13/2023 | |
| Sales Rep | Terms | |
| Tom Bryant | Net 30 | |

Invision 11500

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Description Amount #6396 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Zone 3 - Added 12 Maxijet sticks to get annual flowers the water they need to thrive. Also repaired cracked drip lateral line.

Zone 12 - Replaced 1 broken head (No charge).

Zone 79 - Repaired broken lateral line.

Pricing includes all materials and labor to complete the above described work.

Irrigation Enhancement - 06/01/2023

\$1,134.00

 Total
 \$1,134.00

 Credits/Payments
 (\$0.00)

 Balance Due
 \$1,134.00



| Bill To | |
|-------------------------|--|
| Berry Bay CDD | |
| 2654 Cypress Ridge Blvd | |
| Suite 101 | |
| Wesley Chapel, FL 33544 | |

| Invoice 11645 | |
|---------------|------------|
| PO# | Date |
| | 06/16/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

44045

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Amount

Description

#6319 - Irrigation Repairs 2023

This is a work order proposal to make high priority irrigation repairs.

Description of work needed:

Zone 107 (Middle Island) - broken 2" Hunter ICV Valve

Zone 44 - broken 2" Hunter ICV Valve

Parts list:

- (2) Hunter 2" IVC valves.
- (4) 2" male adapters.
- (2) 1 1/2" slip fixes
- (1) 2" slip fix.
- (2) 2" elbows.
- (4') 2" PVC piping

| Total | \$2,433.30 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$2,433.30 |



| Bill To |
|-------------------------|
| Berry Bay CDD |
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

Invoice 11660

| PO# | Date |
|------------|------------|
| | 06/19/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Description

#6348 - Phase 2 Maintenance (Out of Contract)

This is a work order to service phase 2 areas (mowing, edging, weeding and trimming) before contract starts.

Enhancement - 06/17/2023

Amount

\$2,736.45

| Total | \$2,736.45 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$2,736.45 |



Bill To

Berry Bay CDD 2654 Cypress Ridge Blvd Suite 101 Wesley Chapel, FL 33544

Invoice 11726

| PO# | Date |
|------------|------------|
| | 06/22/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Description

Amount

#5814 - Plant Materials Replacement 2023 (Front fern beds and Viburnum hedges along fence lines)





This is a work order to remove and replace frost damaged plant materials in the following areas:

Front entrance fern beds: Sunrise to remove and dispose of offsite and replace +/- 75 Kimberly Ferns (#3).

Hedge lines along Berry Grove Blvd on left and right sides (fence lines): Sunrise to remove and dispose of offsite and replace +/- 50 Awabuki Viburnum shrubs (#7).

Pricing includes all labor, disposal fees as well as fertilization and mulch tough up of any disturbed areas.

Enhancement - 06/19/2023

\$6,820.00

| Total | \$6,820.00 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$6,820.00 |



| Bill To |
|-------------------------|
| Berry Bay CDD |
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

Invoice 11727

| PO# | Date |
|------------|------------|
| | 06/22/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Description

#6511 - Phase 2 Maintenance (Out of Contract)

This is a work order to service phase 2 areas (mowing, edging, weeding and trimming) before contract starts.

Enhancement - 06/21/2023

\$2,736.45

Amount

| Total | \$2,736.45 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$2,736.45 |



| Bill To |
|-------------------------|
| Berry Bay CDD |
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

Invoice 11743

| PO# | Date |
|------------|------------|
| | 06/22/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Amount

Description

#6446 - Irrigation Repairs Proposal 2023

As per proposal we completed the following repairs:

Control B (Island location - 3016 Fern Drive)

Zone 20 and 22 need 4 additional popups added to improve coverage.

Parts list:

(4) 6" popups.

(4) 1/2" T

- (20') 1/2" flex pipe.
- (4) Nozzles (15H)

Pricing includes all materials and labor to complete the above described work.

| Total | \$554.00 |
|------------------|----------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$554.00 |



| Bill To |
|-------------------------|
| Berry Bay CDD |
| 2654 Cypress Ridge Blvd |
| Suite 101 |
| Wesley Chapel, FL 33544 |

Invoice 11744

| PO# | Date |
|------------|------------|
| | 06/22/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Amount

Description

#6485 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Control B

Zone 10 - Replaced broken 2" Hunter ICV valve with flow control.

Parts listing:

- (1) Rainbird scrubber valve.
- (2) 2" male adapter.
- (1) 1' slip fix.
- (2) 2 wire connector.

Pricing includes all materials and labor to complete the above described work.

Irrigation Enhancement - 06/13/2023

\$1,016.50

| Total | \$1,016.50 |
|------------------|------------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$1,016.50 |

Spearem Enterprises, LLC

7842 Land O' Lakes Blvd. #335 Land O' Lakes, FL 34638 +1 8139978101 spearem.jmb@gmail.com



INVOICE

| BILL TO Berry Bay CDD C/O Meritus 2005 Pan Am Circle, Suite 300 Tampa , FL 33607 | D/ TE | VOICE 5778 ATE 06/15/20 ERMS Net 15 UE DATE 06/30/20 | |
|--|-------------|--|----------|
| ACTIVITY | QTY | RATE | AMOUNT |
| Labor Repaired mens restroom door. | 1 | 125.00 | 125.00 |
| Thank You! We Appreciate Your Business. | BALANCE DUE | | \$125.00 |



| Bill To | |
|-------------------------|--|
| Berry Bay CDD | |
| 2654 Cypress Ridge Blvd | |
| Suite 101 | |
| Wesley Chapel, FL 33544 | |

| Invoice 11759 |
|---------------|
|---------------|

| PO# | Date |
|------------|------------|
| | 06/26/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|--------------------|--|
| Berry Bay CDD | |
| 4982 Eagle Rock Dr | |
| Wimauma, FL 33598 | |

Amount

Description

#6523 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Repair broken lateral line in roundabout caused by truck tires.

Parts list:

- (2) 1/2" drip coupler.
- (4) maxi jet stick.
- (4) nozzle.
- (10) drip line staple.

Pricing includes all materials and labor to complete the above described work.



Irrigation Enhancement - 06/20/2023

\$373.50

| Total | \$373.50 |
|------------------|----------|
| Credits/Payments | (\$0.00) |
| Balance Due | \$373.50 |

Berry Bay Community Development District

Financial Statements (Unaudited)

Period Ending June 30, 2023

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

Balance Sheet

As of June 30, 2023

(In Whole Numbers)

| ACCOUNT DESCRIPTION | G | ENERAL FUND | - | ERIES 2021 BT SERVICE FUND | - | ERIES 2022 BT SERVICE FUND | ERIES 2021 CAPITAL PROJECTS FUND | - | ERIES 2022 CAPITAL PROJECTS FUND | | GENERAL FIXED ASSETS ACCOUNT GROUP FUND | L | GENERAL ONG-TERM DEBT ACCOUNT ROUP FUND | TOTAL |
|------------------------------------|----|----------------|----|----------------------------------|----|----------------------------------|---|----|---|---|--|----|---|------------------|
| ASSETS | | | | | | | | | | | | | | |
| Cash - Operating Account | \$ | 214,208 | \$ | - | \$ | - | \$ - | \$ | - | 9 | - 3 | \$ | - | \$ 214,208 |
| Cash in Transit | | - | | 12,560 | | - | - | | - | | - | | - | 12,560 |
| Due From Other Funds | | 28,204 | | 486,892 | | - | - | | - | | - | | - | 515,096 |
| Investments: | | | | | | | | | | | | | | |
| Acq. & Construction - Amenity | | - | | - | | - | 608,677 | | - | | - | | - | 608,677 |
| Acq. & Construction - Master | | - | | - | | - | 1 | | - | | - | | - | 1 |
| Acquisition & Construction Account | | - | | - | | - | - | | 469,566 | | - | | - | 469,566 |
| Construction Fund | | - | | - | | - | 13,159 | | - | | - | | - | 13,159 |
| Construction Fund Custody | | - | | - | | - | 65,475 | | - | | - | | - | 65,475 |
| Reserve Fund | | - | | 497,689 | | 446,075 | - | | - | | - | | - | 943,764 |
| Revenue Fund | | - | | 364,862 | | 4,877 | - | | - | | - | | - | 369,739 |
| Fixed Assets | | | | | | | | | | | | | | |
| Equipment and Furniture | | - | | - | | - | - | | - | | 122,485 | | - | 122,485 |
| Construction Work In Process | | - | | - | | - | - | | - | | 18,293,605 | | - | 18,293,605 |
| Amount Avail In Debt Services | | - | | - | | - | - | | - | | - | | 497,448 | 497,448 |
| Amount To Be Provided | | - | | - | | - | - | | - | | - | | 23,019,918 | 23,019,918 |
| TOTAL ASSETS | \$ | 242,412 | \$ | 1,362,003 | \$ | 450,952 | \$ 687,312 | \$ | 469,566 | 9 | 5 18,416,090 | \$ | 23,517,366 | \$ 45,145,701 |
| LIABILITIES | | | | | | | | | | | | | | |
| Accounts Payable | \$ | 13,660 | \$ | - | \$ | - | \$ - | \$ | - | 9 | - 3 | \$ | - | \$ 13,660 |
| Bonds Payable | | - | | - | | - | - | | - | | - | | 17,087,366 | 17,087,366 |
| Bonds Payable - Series 2023 | | - | | - | | - | - | | - | | - | | 6,430,000 | 6,430,000 |
| Due To Other Funds | | - | | - | | - | 515,096 | | - | | - | | - | 515,096 |
| TOTAL LIABILITIES | | 13,660 | | - | | - | 515,096 | | - | | - | | 23,517,366 | 24,046,122 |

Balance Sheet

As of June 30, 2023

(In Whole Numbers)

| | | | | | | | GENERAL | |
|-----------------------------------|------------|--------------|--------------|-------------|-------------|---------------|---------------|--------------|
| | | | | SERIES 2021 | SERIES 2022 | GENERAL | LONG-TERM | |
| | | SERIES 2021 | SERIES 2022 | CAPITAL | CAPITAL | FIXED ASSETS | DEBT | |
| | GENERAL | DEBT SERVICE | DEBT SERVICE | PROJECTS | PROJECTS | ACCOUNT | ACCOUNT | |
| ACCOUNT DESCRIPTION | FUND | FUND | FUND | FUND | FUND | GROUP FUND | GROUP FUND | TOTAL |
| FUND BALANCES | | | | | | | | |
| Restricted for: | | | | | | | | |
| Debt Service | - | 1,362,003 | 450,952 | - | - | - | - | 1,812,955 |
| Capital Projects | - | - | - | 172,216 | 469,566 | - | - | 641,782 |
| Unassigned: | 228,752 | - | - | - | - | 18,416,090 | - | 18,644,842 |
| TOTAL FUND BALANCES | 228,752 | 1,362,003 | 450,952 | 172,216 | 469,566 | 18,416,090 | - | 21,099,579 |
| TOTAL LIABILITIES & FUND BALANCES | \$ 242,412 | \$ 1,362,003 | \$ 450,952 | \$ 687,312 | \$ 469,566 | \$ 18,416,090 | \$ 23,517,366 | 6 45,145,701 |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 General Fund (001) (In Whole Numbers)

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD | |
|---------------------------------|-----------------------------|------------------------|-----------------------------|--|--|
| REVENUES | | | | | |
| Special Assmnts- Tax Collector | \$ 786,949 | \$ 565,955 | \$ (220,994) | 71.92% | |
| Special Assmnts- CDD Collected | φ 100,010 - | 70,232 | 70,232 | 0.00% | |
| Developer Contribution | - | 2,232 | 2,232 | 0.00% | |
| Other Miscellaneous Revenues | - | 1,225 | 1,225 | 0.00% | |
| TOTAL REVENUES | 786,949 | 639,644 | (147,305) | 81.28% | |
| EXPENDITURES | | | | | |
| Administration | | | | | |
| Supervisor Fees | 12,000 | 5,400 | 6,600 | 45.00% | |
| ProfServ-Trustee Fees | 4,100 | 4,291 | (191) | 104.66% | |
| Disclosure Report | 4,200 | 3,500 | 700 | 83.33% | |
| District Counsel | 10,000 | 16,285 | (6,285) | 162.85% | |
| District Engineer | 7,500 | 3,388 | 4,112 | 45.17% | |
| District Manager | 36,000 | 36,200 | (200) | 100.56% | |
| Accounting Services | 4,500 | 4,750 | (250) | 105.56% | |
| Auditing Services | 4,900 | 1,500 | 3,400 | 30.61% | |
| Website Compliance | 2,000 | 1,500 | 500 | 75.00% | |
| Postage, Phone, Faxes, Copies | 250 | 226 | 24 | 90.40% | |
| Public Officials Insurance | 2,329 | 2,504 | (175) | 107.51% | |
| Legal Advertising | 2,500 | 3,548 | (1,048) | 141.92% | |
| Bank Fees | 250 | 27 | 223 | 10.80% | |
| Website Administration | 1,500 | 1,250 | 250 | 83.33% | |
| Miscellaneous Expenses | 200 | 275 | (75) | 137.50% | |
| Office Supplies | 200 | - | 200 | 0.00% | |
| Dues, Licenses, Subscriptions | 175 | 175 | - | 100.00% | |
| Total Administration | 92,604 | 84,819 | 7,785 | 91.59% | |
| Electric Utility Services | | | | | |
| Utility - Electric | 65,000 | 6,438 | 58,562 | 9.90% | |
| Utility - StreetLights | 150,000 | 92,692 | 57,308 | 61.79% | |
| Total Electric Utility Services | 215,000 | 99,130 | 115,870 | 46.11% | |
| Other Physical Environment | | | | | |
| Waterway Management | 25,000 | 21,042 | 3,958 | 84.17% | |
| Contracts-Pools | 25,000 | 12,375 | 12,625 | 49.50% | |
| Contracts - Landscape | 295,000 | 51,431 | 243,569 | 17.43% | |
| Janitorial Services & Supplies | 10,000 | 2,193 | 7,807 | 21.93% | |
| Insurance -Property & Casualty | 30,000 | 13,798 | 16,202 | 45.99% | |
| Landscape Maintenance | 94,345 | 115,863 | (21,518) | 122.81% | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 General Fund (001) (In Whole Numbers)

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|-----------------------------|------------------------|-----------------------------|--|
| Total Other Physical Environment | 479,345 | 216,702 | 262,643 | 45.21% |
| TOTAL EXPENDITURES | 786,949 | 400,651 | 386,298 | 50.91% |
| Excess (deficiency) of revenues Over (under) expenditures | <u>-</u> | 238,993 | 238,993 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2022) | | (10,241) | | |
| FUND BALANCE, ENDING | | \$ 228,752 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2021 Debt Service Fund (202) (In Whole Numbers)

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE ACTUAL | | RIANCE (\$) V(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD | |
|--|-----------------------------|------------------------|-----------|-------------------------|--|--|
| REVENUES | | | | | | |
| Interest - Investments | \$ - | \$ | 29,031 | \$ 29,031 | 0.00% | |
| Special Assmnts- Tax Collector | 991,356 | | 1,003,141 | 11,785 | 101.19% | |
| Special Assmnts- CDD Collected | - | | 291,924 | 291,924 | 0.00% | |
| TOTAL REVENUES | 991,356 | | 1,324,096 | 332,740 | 133.56% | |
| EXPENDITURES Debt Service Principal Debt Retirement | 360,000 | | 360.000 | _ | 100.00% | |
| Interest Expense | 631,356 | | 636,081 | (4,725) | 100.75% | |
| Total Debt Service | 991,356 | | 996,081 | (4,725) | 100.48% | |
| TOTAL EXPENDITURES | 991,356 | | 996,081 | (4,725) | 100.48% | |
| Excess (deficiency) of revenues Over (under) expenditures | | | 328,015 | 328,015 | 0.00% | |
| FUND BALANCE, BEGINNING (OCT 1, 2022) | | | 1,033,988 | | | |
| FUND BALANCE, ENDING | | \$ | 1,362,003 | | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2022 Debt Service Fund (203) (In Whole Numbers)

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | | YEAR TO DATE ACTUAL | | RIANCE (\$) V(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|---------------------------------------|-----------------------------|----|------------------------|----|-------------------------|--|
| REVENUES | | | | | | |
| Interest - Investments | \$ - | \$ | 4,877 | \$ | 4,877 | 0.00% |
| TOTAL REVENUES | - | | 4,877 | | 4,877 | 0.00% |
| EXPENDITURES | | | | | | |
| Debt Service | | | | | | |
| Interest Expense | | _ | 51,373 | | (51,373) | 0.00% |
| Total Debt Service | | _ | 51,373 | | (51,373) | 0.00% |
| | | | | | | |
| TOTAL EXPENDITURES | - | | 51,373 | | (51,373) | 0.00% |
| Excess (deficiency) of revenues | | | | | | |
| Over (under) expenditures | | | (46,496) | | (46,496) | 0.00% |
| OTHER FINANCING SOURCES (USES) | | | | | | |
| Interfund Transfer - In | - | | 497,448 | | 497,448 | 0.00% |
| TOTAL FINANCING SOURCES (USES) | - | | 497,448 | | 497,448 | 0.00% |
| Net change in fund balance | \$- | \$ | 450,952 | \$ | 450,952 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2022) | | | - | | | |
| FUND BALANCE, ENDING | | \$ | 450,952 | | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2021 Capital Projects Fund (302) (In Whole Numbers)

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YE | AR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|-----------------------------|----|----------------------|-----------------------------|--|
| REVENUES | | | | | |
| Interest - Investments | \$ - | \$ | 22,000 | \$ 22,000 | 0.00% |
| TOTAL REVENUES | - | | 22,000 | 22,000 | 0.00% |
| EXPENDITURES Construction In Progress | | | | (010,000) | 0.000/ |
| Construction in Progress | | | 618,366 | (618,366) | 0.00% |
| Total Construction In Progress | | | 618,366 | (618,366) | 0.00% |
| TOTAL EXPENDITURES | - | | 618,366 | (618,366) | 0.00% |
| Excess (deficiency) of revenues Over (under) expenditures | | | (596,366) | (596,366) | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2022) | | | 768,582 | | |
| FUND BALANCE, ENDING | | \$ | 172,216 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2022 Capital Projects Fund (303) *(In Whole Numbers)*

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YE | AR TO DATE | ARIANCE (\$) AV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|---------------------------------------|-----------------------------|----|-------------|---------------------------|--|
| REVENUES | | | | | |
| Interest - Investments | \$ - | \$ | 22,159 | \$ 22,159 | 0.00% |
| TOTAL REVENUES | - | | 22,159 | 22,159 | 0.00% |
| EXPENDITURES | | | | | |
| Administration | | | | | |
| ProfServ-Trustee Fees | - | | 5,950 | (5,950) | 0.00% |
| Bond Counsel | - | | 48,500 | (48,500) | 0.00% |
| Disclosure Report | - | | 70,000 | (70,000) | 0.00% |
| District Counsel | - | | 6,250 | (6,250) | 0.00% |
| District Engineer | - | | 5,000 | (5,000) | 0.00% |
| District Manager | - | | 38,500 | (38,500) | 0.00% |
| Postage, Phone, Faxes, Copies | | | 1,750 | (1,750) | 0.00% |
| Total Administration | | | 175,950 | (175,950) | 0.00% |
| Construction In Progress | | | | | |
| Construction in Progress | - | | 5,166,443 | (5,166,443) | 0.00% |
| Total Construction In Progress | - | | 5,166,443 | (5,166,443) | 0.00% |
| Debt Service | | | | | |
| DS Costs-Miscellaneous | - | | 14,152 | (14,152) | 0.00% |
| Underwriters Discount | | | 128,600 | (128,600) | 0.00% |
| Total Debt Service | | | 142,752 | (142,752) | 0.00% |
| TOTAL EXPENDITURES | - | | 5,485,145 | (5,485,145) | 0.00% |
| Excess (deficiency) of revenues | | | (5.400.000) | (5.400.000) | 0.000/ |
| Over (under) expenditures | | | (5,462,986) | (5,462,986) | 0.00% |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Interfund Transfer - In | - | | 5,932,552 | 5,932,552 | 0.00% |
| TOTAL FINANCING SOURCES (USES) | - | | 5,932,552 | 5,932,552 | 0.00% |
| Net change in fund balance | \$ - | \$ | 469,566 | \$ 469,566 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2022) | | | - | | |
| FUND BALANCE, ENDING | | \$ | 469,566 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 General Fixed Assets Account Group Fund (900)

(In Whole Numbers)

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|-----------------------------|------------------------|-----------------------------|--|
| REVENUES | | | | |
| TOTAL REVENUES | - | - | - | 0.00% |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | - | - | - | 0.00% |
| Excess (deficiency) of revenues Over (under) expenditures | - | | | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2022) | | 18,416,090 | | |
| FUND BALANCE, ENDING | | \$ 18,416,090 | | |

BERRY BAY CDD

Bank Reconciliation

| Bank Account No. Statement No. Statement Date | 6498 06-23 6/30/2023 | TRUIST - GF Operating | | |
|---|----------------------------|-----------------------|----------------------|------------|
| G/L Balance (LCY) | 214,208.23 | | Statement Balance | 241,354.88 |
| G/L Balance | 214,208.23 | | Outstanding Deposits | 50.00 |
| Positive Adjustments | 0.00 | | - | |
| | | | Subtotal | 241,404.88 |
| Subtotal | 214,208.23 | | Outstanding Checks | 27,196.65 |
| Negative Adjustments | 0.00 | | Differences | 0.00 |
| Ending G/L Balance | 214,208.23 | | Ending Balance | 214,208.23 |
| Difference | 0.00 | | | |

| Posting Date | Document Type | Document No. | Description | | Amount | Cleared Amount | Difference |
|-----------------|------------------|-----------------|--|--------|-----------|-------------------|------------|
| Checks | Checks | | | | | | |
| 6/1/2023 | Payment | 330 | A-TECH CONSULTING, INC | | 5,080.00 | 5,080.00 | 0.00 |
| 6/1/2023 | Payment | 331 | AYSHA TORRES | | 600.00 | 600.00 | 0.00 |
| 6/1/2023 | Payment | 332 | EGIS INSURANCE | | 8,644.00 | 8,644.00 | 0.00 |
| 6/1/2023 | Payment | 333 | MONICA ALVAREZ | | 600.00 | 600.00 | 0.00 |
| 6/1/2023 | Payment | 334 | TECO | | 1,958.92 | 1,958.92 | 0.00 |
| 6/1/2023 | Payment | 335 | YELLOWSTONE LANDSCAPE | | 1,105.80 | 1,105.80 | 0.00 |
| 6/15/2023 | Payment | 337 | FIRST CHOICE AQUATIC WEED MANAGME | | 2,417.00 | 2,417.00 | 0.00 |
| 6/15/2023 | Payment | 338 | GRAU AND ASSOCIATES | | 1,500.00 | 1,500.00 | 0.00 |
| 6/15/2023 | Payment | 339 | INFRAMARK LLC | | 4,856.15 | 4,856.15 | 0.00 |
| 6/15/2023 | Payment | 340 | JNJ CLEANING SERVICES LLC | | 787.00 | 787.00 | 0.00 |
| 6/15/2023 | Payment | 341 | STRALEY ROBIN VERICKER | | 927.95 | 927.95 | 0.00 |
| 6/15/2023 | Payment | 342 | SUNRISE LANDSCAPE | | 8,209.35 | 8,209.35 | 0.00 |
| 6/15/2023 | Payment | 343 | SWINE SOLUTIONS | | 1,550.00 | 1,550.00 | 0.00 |
| 6/15/2023 | Payment | 344 | U.S. BANK | | 250.00 | 250.00 | 0.00 |
| 6/21/2023 | Payment | 346 | BERRY BAY CDD | | 11,271.55 | 11,271.55 | 0.00 |
| 6/22/2023 | Payment | 347 | NEPTUNE MULTI SERVICES | | 650.00 | 650.00 | 0.00 |
| 6/22/2023 | Payment | 348 | SPEAREM ENTERPRISES LLC | | 250.00 | 250.00 | 0.00 |
| 6/22/2023 | Payment | 349 | SUNRISE LANDSCAPE | | 15,420.28 | 15,420.28 | 0.00 |
| 6/23/2023 | Payment | DD117 | Payment of Invoice 000404 | | 11,916.66 | 11,916.66 | 0.00 |
| 6/25/2023 | Payment | DD118 | Payment of Invoice 000455 | | 275.35 | 275.35 | 0.00 |
| 6/29/2023 | Payment | 350 | CARLOS DE LA OSSA | | 200.00 | 200.00 | 0.00 |
| 6/5/2023 | | JE000172 | Electric 2187 | | 32.67 | 32.67 | 0.00 |
| 6/5/2023 | | JE000173 | Electric 3150 Streetlights | | 1,926.25 | 1,926.25 | 0.00 |
| 6/21/2023 | | JE000174 | Bank Fee Service Charges Prior Period | | 12.00 | 12.00 | 0.00 |
| Total Checl | ks | | | | 80,440.93 | 80,440.93 | 0.00 |
| Deposits | | | | | | | |
| 6/23/2023 | | JE000132 | MO#################################### | G/L Ac | 25.00 | 25.00 | 0.00 |
| 6/26/2023 | | JE000150 | CK#7693### - Clubhouse | G/L Ac | 50.00 | 50.00 | 0.00 |
| 6/26/2023 | | JE000151 | CK#1151### - Keys | G/L Ac | 50.00 | 50.00 | 0.00 |
| 6/16/2023 | | JE000175 | Tax Revenue/ Debt Service | G/L Ac | 17,630.77 | 17,630.77 | 0.00 |

BERRY BAY CDD

Bank Reconciliation

| Posting Date | Document Type | Document No. | Description | | Amount | Cleared Amount | Difference |
|-----------------|----------------------------|-----------------|-----------------------------|-----------|-----------|-------------------|------------|
| | | | | | | | |
| Total Depos | sits | | | | 17,755.77 | 17,755.77 | 0.00 |
| Outstandir | ng Checks | | | | | | |
| 6/15/2023 | Payment | 345 | ZEBRA CLEANING TEAM, INC. | | 3,200.00 | 0.00 | 3,200.00 |
| 6/29/2023 | Payment | 351 | FIELDS CONSULTING GROUP LLC | | 3,450.00 | 0.00 | 3,450.00 |
| 6/29/2023 | Payment | 352 | NICHOLAS J. DISTER | | 200.00 | 0.00 | 200.00 |
| 6/29/2023 | Payment | 353 | RYAN MOTKO | | 200.00 | 0.00 | 200.00 |
| 6/29/2023 | Payment | 354 | SUNRISE LANDSCAPE | | 18,596.65 | 0.00 | 18,596.65 |
| 6/29/2023 | Payment | 355 | SWINE SOLUTIONS | | 1,550.00 | 0.00 | 1,550.00 |
| Tota | Total Outstanding Checks | | | 27,196.65 | | 27,196.65 | |
| Outstandir | ng Deposits | | | | | | |
| 6/20/2023 | | JE000130 | СК#157## - Кеу | G/L Ac | 25.00 | 0.00 | 25.00 |
| 6/23/2023 | | JE000131 | CK#1010### - Pool Key | G/L Ac | 25.00 | 0.00 | 25.00 |
| Tota | Total Outstanding Deposits | | | | | | 50.00 |

Inframark, LLC

MONTHLY MAINTENANCE INSPECTION GRADESHEET

| Site: | Berry Bay | _ | | | |
|-------|-----------------------------------|------------------|------------------|----------------------|---------------------------------------|
| Date: | Monday August 21, 2023 | | | | |
| | | MAXIMUM VALUE | CURRENT VALUE | CURRENT DEDUCTION | REASON FOR DEDUCTION |
| AQUA | TICS | | | | |
| | | | | | |
| | DEBRIS | 25 | 23 | -2 | Minimal trash in ponds. |
| | INVASIVE MATERIAL (FLOATING) | 20 | 12 | -8 | Multiple ponds have filamentous algae |
| | INVASIVE MATERIAL (SUBMERSED) | 20 | 15 | -5 | Hydrilla noted in ponds. |
| | FOUNTAINS/AERATORS | 20 | 20 | 0 | ΝΑ |
| | DESIRABLE PLANTS | 15 | 15 | 0 | Good |
| | | | | | |
| AMEN | ITIES | | | | |
| | CLUBHOUSE INTERIOR | 4 | 4 | 0 | Good |
| | CLUBHOUSE EXTERIOR | 3 | 3 | 0 | Good |
| | POOL WATER | 10 | 10 | 0 | Good |
| | POOL TILES | 10 | 10 | 0 | Good |
| | POOL LIGHTS | 5 | 5 | 0 | Good |
| | POOL FURNITURE/EQUIPMENT | 8 | 8 | 0 | Good |
| | FIRST AID/SAFETY ITEMS | 10 | 10 | 0 | Good |
| | SIGNAGE (rules, pool, playground) | 5 | 5 | 0 | Good |
| | PLAYGROUND EQUIPMENT | 5 | 5 | 0 | Good |
| | RECREATIONAL FACILITIES | 7 | 7 | 0 | Good |
| | RESTROOMS | 6 | 6 | 0 | Good |
| | HARDSCAPE | 10 | 10 | 0 | NA |
| | ACCESS & MONITORING SYSTEM | 3 | 3 | 0 | Good |
| | IT/PHONE SYSTEM | 3 | 3 | 0 | Good |
| | TRASH RECEPTACLES | 3 | 3 | 0 | Good |
| | FOUNTAINS | 8 | 8 | 0 | NA |
| | | F | , | | |
| MONU | IMENTS AND SIGNS | | | | |
| | CLEAR VISIBILITY (Landscaping) | 25 | 25 | 0 | Good |
| | PAINTING | 25 | 25 | 0 | Good |
| | CLEANLINESS | 25 | 25 | 0 | Good |
| | GENERAL CONDITION | 25 | 25 | 0 | Good |

| | In | nframa | rk, LLC | |
|------------------------------|-----------------|-----------------|-----------|----------------------|
| MONTH | LY MAINTEI | NANCE II | NSPECTIO | N GRADESHEET |
| Site: Berry Bay | | | | |
| Date: Monday August 21, 2023 | | | | |
| | MAXIMUM | CURRENT | CURRENT | |
| | VALUE | VALUE | DEDUCTION | REASON FOR DEDUCTION |
| HIGH IMPACT LANDSCAPING | | | | |
| ENTRANCE MONUMENT | 40 | 40 | 0 | Good |
| RECREATIONAL AREAS | 30 | 30 | 0 | Good |
| SUBDIVISION MONUMENTS | 30 | 30 | 0 | NA |
| | | | | |
| HARDSCAPE ELEMENTS | | | | |
| WALLS/FENCING | 15 | 15 | 0 | Good |
| SIDEWALKS | 30 | 30 | 0 | Good |
| SPECIALTY MONUMENTS | 15 | 15 | 0 | ΝΑ |
| STREETS | 25 | 25 | 0 | Good |
| PARKING LOTS | 15 | 15 | 0 | Good |
| LIGHTING ELEMENTS | | | | |
| | | | | 0 |
| STREET LIGHTING | <u>33</u> 22 | <u>33</u> 22 | 0 | Good |
| | 30 | 30 | 0 | NA |
| AMENITY CENTER LIGHTING | 15 | 15 | 0 | Good |
| | 13 | 15 | | |
| GATES | | | | |
| ACCESS CONTROL PAD | 25 | 25 | | Good |
| OPERATING SYSTEM | 25 | 25 | | Good |
| GATE MOTORS | 25 | 25 | | NA |
| GATES | 25 | 25 | | Good |
| | | | | |
| SCORE | 700 | 685 | -15 | 98% |
| | | | | |
| Manager's Signature: | Gary Schwartz | | | |
| Supervisor's Signature: | | | | |
| | | | | |

MINFRAMARK

Inframark, LLC

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

Site: Berry Bay

Date: Monday August 21, 2023

| Date: Monday August 21, 2023 | _ | | | | | | |
|--------------------------------------|------------------|------------------|----------------------|----------------------|--|--|--|
| | MAXIMUM VALUE | CURRENT VALUE | CURRENT DEDUCTION | REASON FOR DEDUCTION | | | |
| | | | | | | | |
| TURF | 5 | 5 | 8 | Good | | | |
| TURF FERTILITY | 10 | 8 | -2 | Good overall | | | |
| TURF EDGING | 5 | 5 | 0 | Good | | | |
| WEED CONTROL - TURF AREAS | 5 | 5 | 0 | Good | | | |
| TURF INSECT/DISEASE CONTROL | 10 | 10 | 0 | Good | | | |
| PLANT FERTILITY | 5 | 5 | 0 | Good | | | |
| WEED CONTROL - BED AREAS | 5 | 5 | 0 | Good | | | |
| PLANT INSECT/DISEASE CONTROL | 5 | 5 | 0 | Good | | | |
| PRUNING | 10 | 10 | 0 | Good | | | |
| CLEANLINESS | 5 | 5 | 0 | Good | | | |
| MULCHING | 5 | 5 | 0 | Good | | | |
| WATER/IRRIGATION MGMT | 8 | 8 | 0 | Good | | | |
| CARRYOVERS | 5 | 5 | 0 | NA | | | |
| SEASONAL COLOR/PERENNIAL MAINTENANCE | | | | | | | |
| VIGOR/APPEARANCE | 7 | 7 | 0 | Good | | | |
| INSECT/DISEASE CONTROL | 7 | 7 | 0 | NA | | | |
| DEADHEADING/PRUNING | 3 | 3 | 0 | NA | | | |
| | | | | | | | |
| SCORE | 100 | 98 | 6 | 98% | | | |
| Under Construction. | | | | | | | |
| Contractor Signature: | | | | | | | |
| Manager's Signature: | Gary Schwartz | | | | | | |
| Supervisor's Signature: | | | | | | | |
| | | | | | | | |



BERRY BAY. CDD. 8/17/23, 10:36 AM

Site inspection report.

Thursday, August 17, 2023

Prepared For Board Of Supervisors.

101 Issues Identified



BERRY BAY BLVD. Assigned To Sunrise. The Boulevard entrance median is clean and looks good.



BERRY BAY BLVD. Assigned To Sunrise. Heading South on the boulevard is clean and looks good.



BERRY BAY BLVD. Assigned To Sunrise. Heading East on the South boulevard sidewalk looks good.



BERRY BAY BLVD.

Assigned To Sunrise.

The South entrance facade is clean & looks good. Sunrise will install the missing Fern plants the week of 08/21. They plants were on back order.



301

Assigned To Sunrise. Heading South on 301 sidewalk looks good.



BERRY BAY BLVD. Assigned To Sunrise. The North exit of the boulevard looks good.



BERRY BAY BLVD. Assigned To Sunrise. Heading east on the north North boulevard sidewalk looks good.



BERRY BAY BLVD. Assigned To Sunrise. The North Berry Bay entrance façade is clean and looks good.



301

Assigned To Sunrise.

The turf along 301 is not irrigated. The turf fertility will improve with the rains.



BERRY BAY BLVD. Assigned To Sunrise. The turf was replaced in this section of the median due to an irrigation issue.



BERRY BAY BLVD. Assigned To Sunrise.

Most Sabal palms are showing fertility improvement on the median.



BERRY BAY BLVD. Assigned To Sunrise. Heading East on the South sidewalk looks good.



BERRY BAY BLVD.

Assigned To Sunrise.

This section of turf on the median was affected by an irrigation issue, & will be replaced.



BERRY BAY BLVD. Assigned To Sunrise. The turf looks good.



BERRY BAY BLVD. Assigned To Sunrise. The plants and trees are healthy and look good.



BERRY BAY BLVD. Assigned To Sunrise. The plants and trees are healthy and look good on the South side of the Boulevard.



BERRY BAY BLVD. Assigned To Sunrise. One Sabal palm tree with fertility issues.



BERRY BAY BLVD. Assigned To Sunrise. Looks good.



BERRY BAY BLVD. Assigned To Sunrise. The roundabout circle looks good.



AMENITY CENTER FIELD. Assigned To Sunrise. Looks good.



BERRY BAY BLVD.

Assigned To Sunrise.

There are a few Sabal palm trees on the South end of the blvd that have fertility issues.



BERRY BAY BLVD. Assigned To Sunrise. The plants & turf are healthy & look good.



BERRY BAY BLVD.

Assigned To Sunrise.

There is a small area on the South end of the median exhibiting fertility issues. Sunrise is aware of this issue.



BERRY BAY BLVD.

Assigned To Sunrise. The plants and trees on the North side of the boulevard are healthy and look good.



GUMBO LIMBO. Assigned To Sunrise.

The pocket part turf is healthy and looks good.



GUMBO LIMBO. Assigned To Sunrise. Looks good.



STAR ANISE. Assigned To Sunrise. The turf conditions have improved in this area.



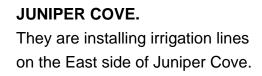
BERRY BAY BLVD & JUNIPER COVE. Assigned To Sunrise. Sabal palm fertility issue.



JUNIPER COVE. Assigned To Sunrise. Looks good.



JUNIPER COVE. Assigned To Sunrise. Looks good.







KING FERN. Assigned To Sunrise. The turf febrility needs improvement.



KING FERN. Construction progress.



KING FERN. Assigned To Sunrise. Looks good overall.

MARINE GRASS. Construction progress.





MARINE GRASS. Assigned To Sunrise. Weeds and turf fertility issues in the pocket park. Sunrise will address.

MARINE GRASS. Construction progress.





SW MARINE GRASS POND. Assigned To First Choice Aquatics.

Filamentous, algae, and torpedo grass within the pond.



MARINE GRASS SW POND. Assigned To First Choice Aquatics. There is a duck weed outbreak within the pond. First Choice Aquatics cannot access the pond to address the current pond issues.



SW POND

Assigned To First Choice Aquatics. Access problems.



SW POND. Assigned To First Choice Aquatics. Access problems.



SW POND.

Assigned To First Choice Aquatics. Access problems.

SILVER DATE. Construction progress.





PLUMERIA DR. Assigned To Sunrise. Looks good.

PLUMERIA DR. Construction progress.





PINK HIBISCUS. Construction progress.



AMENITY. Assigned To Sunrise. Looks good.



AMENITY.

Assigned To Sunrise. Copper Leaf fertility issue. Sunrise will address.



AMENITY. Assigned To Sunrise. The parking lot is clean and looks good.



AMENITY. Assigned To Zebra. The pool is clear and blue.



AMENITY. Assigned To Angie. The umbrellas are clean and look good.



AMENITY. Assigned To Angie. The tables and chairs look good.

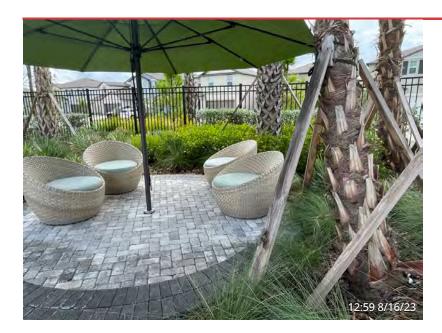


AMENITY. Assigned To Sunrise. The turf fertility could use some improvement. Sunrise will address.



AMENITY.

Assigned To Sunrise. The plants & trees are healthy and look good.



AMENITY. Assigned To Sunrise. Sunrise will trim the plant material away from the chairs.



AMENITY.

Assigned To Sunrise. Dead Sabal palm.



AMENITY. Assigned To Sunrise. Dead Bismarck palm.



AMENITY. Assigned To Sunrise. The picnic pavilion is clean and looks good.



AMENITY. Assigned To Sunrise. Sunrise will cut down the dead Pine tree to the stump.



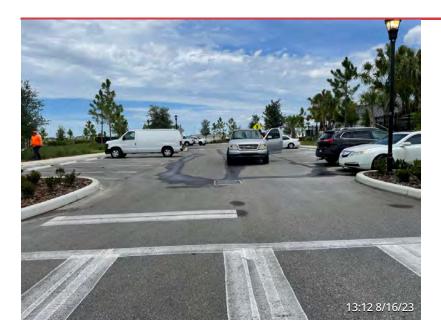
NIGHT TIDE. Assigned To Sunrise. Looks good.



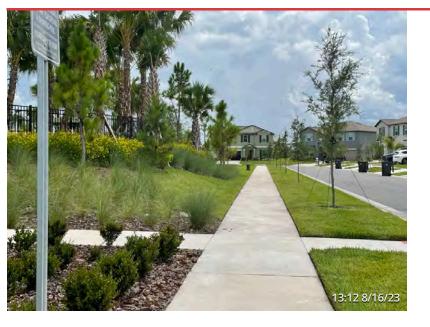
NIGHT TIDE. Assigned To Sunrise. The West Night Tide parking lot entrance looks good.



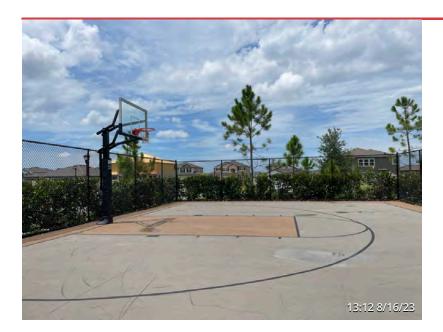
AMENITY. Assigned To Sunrise. Looks good.



NIGHT TIDE. Assigned To Sunrise. The North parking lot entrance looks good.



NIGHT TIDE. Assigned To Sunrise. Heading East on the sidewalk looks good.



AMENITY. Assigned To Sunrise. Looks good.



AMENITY.

Assigned To Sunrise. The pickle ball court is clean and looks good.



AMENITY. Assigned To Angie.

The mailboxes are clean and look good.



AMENITY.

Assigned To Sunrise. This area was disturbed by construction and needs to be replanted back to spec.



AMENITY. Assigned To Sunrise. The dog park turf looks good.



AMENITY.

Assigned To Angie.

The dod fence gate needs to be raised to ease the opening of the gate. The DM was informed.



EAGLE ROCK Assigned To Sunrise. The roundabout looks good.



BLUE AZURE. Assigned To Sunrise. Sunrise is investigating the fertility issue in the pocket park.



NIGHT TIDE. Assigned To Angie The leaning sign has been reported.



FERN HILL. Assigned To Angie. This was reported lat month.



FERN HILL. Assigned To Angie. It looks like the turf damage caused by construction equipment.



EAGLE ROCK. Construction progress.

EAGLE ROCK Construction progress.



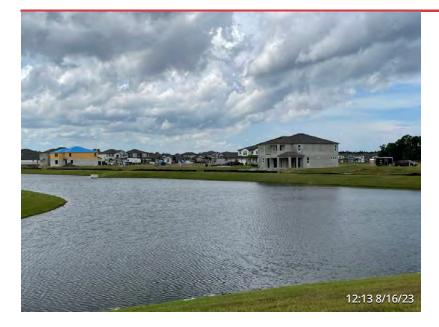


NORTH POND.

Assigned To First Choice Aquatics. There is a filamentous algae bloom within the pond.



SOUTH POND. Assigned To First Choice Aquatics. The filamentous algae within the pond is dead



SOUTH POND. Assigned To First, Choice Aquatics. The pond looks good.



SOUTH POND.

Assigned To First Choice Aquatics. The invasive plant material within the pond cannot between on the palm bank.



NORTH POND.

Assigned To First Choice Aquatics. There are various invasive weeds within the pond. Contractor debris noticed within the pond.



Assigned To First Choice Aquatics There is filamentous Algae within the pond.



SW POND.

Assigned To First Choice Aquatics. The filamentous algae within the pond is beginning to die.



Assigned To First Choice Aquatics. There is filamentous algae and torpedo grass within the pond.



SW POND.

Assigned To First Choice Aquatics.



SW POND. Assigned To First Choice Aquatics.

Looks good.



SW POND.

Assigned To First, Choice Aquatics. This pond has a duckweed. The pine bender cannot access the pond to treat it with herbicide.



Assigned To First Choice Aquatics. The pond vendor cannot access to treat the pond.

SW POND.

Assigned To First Choice Aquatics. There are various invasive plants within the pond.



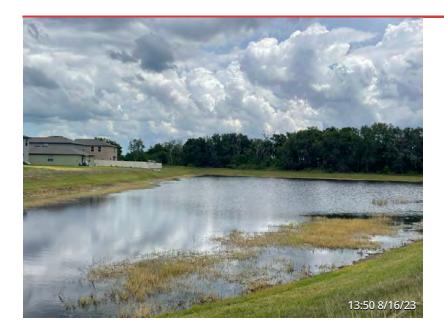


Assigned To First Choice Aquatics. The filamentous algae, and the invasive plant material are dying within the pond.



SW POND.

Assigned To First Choice Aquatics This pond is heavily receded, and there is very little water within it.



Assigned To First Choice Aquatics. The invasive plant material within the pond is beginning to die.



SW POND

Assigned To First Choice Aquatics Looks good.



Assigned To First, Choice Aquatics. There is torpedo grass and other various invasive plant material within the pond.



SW POND.

Assigned To First Choice Aquatics.



NORTH POND. Assigned To First Choice Aquatics. This pond has been under construction.



NORTH POND. Assigned To First Choice Aquatics The filamentous algae within the pond is dead.



NORTH POND. Assigned To First Choice Aquatics. The pond is heavily receded, but looks good overall.



NORTH POND. Assigned To First Choice Aquatics. There is a planktonic algae bloom within this pond.