



Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date December 12, 2023

Consent Section
 Regular Section
 Public Hearing

Subject: CDD 23-0620 PETITION TO ESTABLISH THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT (CDD)			
Agency/Department: Development Services Department, Community Development Section			
Contact Person: J. Brian Grady		Contact Phone: 276-8343	
Sign-Off Approvals			
	12/8/2023		12/4/2023
<small>Deputy County Administrator</small>	<small>Date</small>	<small>Department Director</small>	<small>Date</small>
	12/4/2023		12/4/2023
<small>Business and Support Services – Approved as to Financial Impact Accuracy</small>	<small>Date</small>	<small>County Attorney – Approved as to Legal Sufficiency</small>	<small>Date</small>

STAFF'S RECOMMENDED BOARD MOTION

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

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

Of the approximate \$120, 375,000 in total development costs, of which \$112,350,000 is budgeted for CDD-qualified (eligible for CDD funding) common area infrastructure development costs (“common costs”), it is estimated that \$23,768,574 (or 19.74% of total development costs and 21.2% of common costs) will be funded with long-term CDD bond proceeds.

FINANCIAL IMPACT STATEMENT

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

BACKGROUND

On June 14, 2023 301 Wimauma, LLC petitioned Hillsborough County to establish the Berry Bay II Community Development District (CDD). The Berry Bay II CDD will be ±635.668 acres. It is located east of U.S. HWY 301, on the west side of S County Road 579 and on the north side of Saffold Road in Wimauma. Please see Attachment A for the proposed CDD’s location. The CDD will consist of the following folios:

79852.0000	79692.0000		
79852.0010	79691.0000		
79700.0000	79702.0000		
79699.0000			
79698.0000			
79698.0010			
79693.0000			

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

BACKGROUND - Continued:

The CDD area is located within Planned Development (PD) zoning district PD 23-0041. The PD district in which the parcels are located permits a total of 1,816 dwelling units. Detached and attached single-family units and multi-family units are permitted with development standards as outlined in Land Development Code 3.24.00 Wimauma Village Residential Neighborhood. It is anticipated that the development will consist of approximately 181 multi-family units, 189 townhome units, 465 40' single-family detached lots, 376 50' single-family detached lots and 394 60' single-family detached lots. Annual assessments are expected to range from \$1,050/unit to \$2,100/lot, depending on the lot size.

The statutory purpose of a CDD is to plan, finance, construct, and/or acquire, operate, and maintain community-wide infrastructure in large, planned community developments. As stated in 190.002, F.S., the Legislature found that “an independent district can constitute a timely, efficient, effective, responsive and economic way to deliver these basic services, thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.”

A CDD is not a substitute for the local general purpose government unit, i.e. the City or County in which the CDD lies. A CDD lacks the powers of permitting, zoning, police, and many other authorities possessed by the general purpose governments.

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

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

The petition identifies the total CDD-qualified common cost of improvements as being \$112,350,000. The cost estimate summary provided to the County for review appears below. Pursuant to Section 190.005(1)(a)6., F.S., the proposed timetable for construction of district services and the estimated cost of construction are not binding and may be subject to change. Total proposed CDD-qualified common costs include the following items. The scope of the County's financial review excludes making any determination as to which of the items may be funded with bond proceeds.

<u>Description</u>	<u>Total Budget</u>
CDD- qualified Common Costs:	
Parks & Recreation	\$3,370,500
Collector Roads	12,358,500
Local Roads	8,988,000
Stormwater Management	28,087,500
Utilities, Sewer & Water	22,470,000
Hardscape/Landscape/Irrigation	14,605,500
Professional Services/Contingencies	22,470,000
Total CDD-qualified Common Costs	<u>\$112,350,000</u>
Total Non-CDD Private Development Costs	<u>8,025,000</u>
Total Project Costs	<u>\$120,375,000</u>

BACKGROUND - Continued:

Financing Summary:

The intent of the Petitioner is to use a mix of long-term CDD bonds, conventional financing sources and owners equity to fund construction of infrastructure improvements which will directly benefit landowners within the CDD boundaries. Long-term CDD bonds (“A Bonds”) are repaid over a period of 30 years via annual assessments levied on landowners, which at different points in the project’s life cycle may be the developer, homebuilder(s) or residents depending on the ownership state of the land at the time of assessment. While the developer bears no long-term financial responsibility for repayment of A bond debt assessed on land owned by others, it does bear financial responsibility for the debt over the short-term and until such time as the indebted land is sold to a third party builder. At that point, the builder assumes responsibility for repayment of the affiliated A bond debt until such time as the land is sold to a homebuyer, at which point the homeowner assumes responsibility for repayment of the debt. Therefore, the financial capacity and willingness of the developer to assume financial responsibility for the debt through the time of transfer of the land to unaffiliated third party buyers is of concern. Of the total \$112,350,000 budgeted for CDD-qualified common area infrastructure development costs (“common costs”), it is estimated that about \$23,768,574 (or 21.2%) of those costs will be funded with long-term CDD bond proceeds. While the plan of finance submitted with the Petition includes short-term CDD bonds as a financing source, the County confirmed verbally with the developer that at this time there is no intent to issue short-term bonds. It is anticipated that the development will consist of approximately 181 multi-family units, 189 townhome units, 465 40’ single-family detached lots, 376 50’ single-family detached lots and 394 60’ single-family detached lots. Annual assessments are expected to range from \$1,050/unit to \$2,100/lot, depending on the lot size. A complete CDD financing summary follows.

Projected Sources and Uses

Projected Inflows from Issuance of Bonds:

Bond Proceeds (equal to the par amount)	\$30,995,000
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Projected Uses of Funds Received:

Underwriter’s Discount (2% of the par amount)	\$619,900
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Cost of Issuance	200,000
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Debt Service Reserve Fund (about 7.7% of par value of bonds)	2,373,406
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Capitalized Interest (for approximately 24 months)	4,029,350
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Construction of Infrastructure Improvements (1)	23,768,574
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Contingency/Rounding	<u>3,770</u>
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Total Projected Uses of Bond Proceeds	\$30,995,000
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(1) Total proposed CDD-qualified common costs being funded with CDD bond proceeds. The scope of the County’s financial review excludes making any determination as to which of the items may be funded with bond proceeds.

Lot Mix and Projected Assessments

It is anticipated that the development will consist of approximately 181 multi-family units, 189 townhome units, 465 40’ single-family detached lots, 376 50’ single-family detached lots and 394 60’ single-family detached lots. Annual assessments are expected to range from \$1,050/unit to \$2,100/lot, depending on the lot size.

BACKGROUND - Continued:

The District will be managed by District Supervisors selected by qualified electors of the District. The initial Board of Supervisors includes Nicholas Dister, Carlos de la Ossa, Ryan Motko, Kyle Smith and Albert Viera. The District landowners control the entity which provides services and levies the funds to pay for these services. In accordance with 190.006, F.S., the residents of the District will begin to assume control of the CDD commencing six years after the initial appointment of the CDD board by the landowners. The County is not involved in the management or financial responsibilities of the District. The applicant has provided a deed documenting that 100 percent of the real property included in the CDD is in their control, as required by Chapter 190, F.S.

Proposed Facilities Ownership and Maintenance

<u>Description</u>	<u>Ownership & Maintenance</u>
Stormwater Management	CDD
Utilities	County
Roads	CDD
Amenities	CDD
Off-site Improvements	County

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

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

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

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

BACKGROUND - Continued:

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

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

Review Performed by County

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

Review Performed by the District's Financial Consultant

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

Role of the Underwriter

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

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

BERRY BAY II CDD - LOCATION MAP



ATTACHMENT B

**AFFIDAVIT OF OWNERSHIP AND CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
HILLSBOROUGH COUNTY

On this 11th day of October, 2023 personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Nicholas J. Dister, who, after being duly sworn, depose and say:

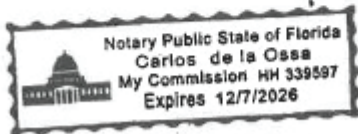
1. Affiant, Nicholas J. Dister, an individual, is an Officer of 301 Wimauma LLC, a Florida Limited Liability Corporation.
2. 301 Wimauma LLC, a Florida Limited Liability Corporation, is the owner of the following described property, located in Hillsborough County, Florida, Parcel IDs: 79852.0000; 79852.0010; 79700.0000; 79699.0000; 79692.0000; 79691.0000; and 79702.0000.
3. Affiants, Nicholas J. Dister, hereby represents that he has full authority to execute all documents and instruments on behalf of 301 Wimauma LLC, a Florida Limited Liability Corporation, relating to the Petition before Hillsborough County, Florida, to enact an ordinance to establish the Berry Bay II Community Development District (the "Proposed CDD").
4. The Property described above represents all of the real property to be included in the proposed CDD.
5. Affiant, Nicholas J. Dister, on behalf of 301 Wimauma LLC, a Florida Limited Liability Corporation, as the sole owners of the Property in the capacity described above, hereby consent to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

301 WIMAUMA LLC
A Florida Limited Liability Corporation

By: *NJD*
Name: Nicholas J. Dister - Officer

Sworn to, affirmed, and subscribed before me by means of physical presence or online notarization, this 11th day of October, 2023, by Nicholas J. Dister, as an officer of 301 WIMAUMA LLC, a Florida Corporation. He/she is personally known to me, or has produced _____ as identification.



Carlos de la Ossa
NOTARY PUBLIC, STATE OF FLORIDA
Carlos de la Ossa
(Print, Type or Stamp Commissioned Name of Notary Public)

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

FILE NO.: BY812101086
Parcel ID: 079852.0000 and 079852.0010

CONSIDERATION: \$5,600,000.00
DOCUMENTARY TAX: \$ 39,200.00

Warranty Deed

This Warranty Deed, made and executed the 31st day of Jan, 2022, by **Choo Kok Yeng, a/k/a James Choo**, whose post office address is 2507 Dan And Mary Street, Elizabeth City, NC 27909 as to an undivided 50% interest, and **Andrew Dew Leung and Yee Ho Chu**, as husband and wife, whose post office address is 4770 Saffold Road, Wimauma, FL 33598, as to an undivided 50% interest (hereinafter referred to as "Grantor") to **301 Wimauma, LLC, a Florida limited liability company**, whose post office address is 111 S. Armenia Ave., Suite 201, Tampa, FL 33609 (hereinafter referred to as "Grantee").

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

See Schedule "A" attached hereto

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

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

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2022 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in Fee Simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants title to said land and will defend the same against the lawful claims and demands of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021, restrictions and easements of record, if any.

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

Signed, sealed and delivered in our presence:

GRANTOR:




Signature


Printed Name


Signature
Bruce M. Tigert

Printed Name




Choo Kok Yeng, a/k/a James Choo

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of January, 2022, by Choo Kok Yeng, a/k/a James Choo, who is:

Personally known to me
 Produced driver's license as identification.



Notary Public

My Commission Expires _____



Signed, sealed and delivered in our presence:

GRANTOR:

Signature [Handwritten Signature]
Printed Name Craig M. Lee

Signature [Handwritten Signature]
Andrew Dew Leung

Signature [Handwritten Signature]
Printed Name Bruce M. Tigert

Signature [Handwritten Signature]
Yee Ho Chu

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of January, 2022, by **Andrew Dew Leung and Yee Ho Chu**, as husband and wife, who are:

Personally known to me
 Produced driver's license as identification.

Notary Public [Handwritten Signature]
My Commission Expires.

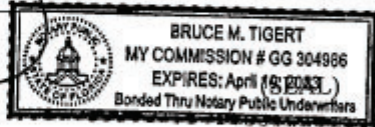


EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Southwest corner of said Section 28, for a Point of Beginning; thence along the West boundary thereof North $00^{\circ}26'12''$ East, a distance of 2,644.49 feet to the Northwest corner of the South 1/2 of said Section 28; thence on the North boundary of the South 1/2 of said Section 28, South $89^{\circ}15'12''$ East, a distance of 2,490.06 feet; thence South $00^{\circ}26'12''$ West, a distance of 2,645.20 feet to a point on the Northerly right-of-way line of Saffold Road (per maintenance and occupation), said point being on a curve concave Southeasterly, having a radius of 2,949.92 feet and a central angle of $09^{\circ}55'44''$; thence on said Northerly right-of-way line and on the arc of said curve, a distance of 511.19 feet, said arc subtended by a chord which bears South $52^{\circ}55'40''$ West, a distance of 510.56 feet; thence continue on said Northerly right-of-way line the following three courses: (1) South $47^{\circ}57'48''$ West, a distance of 500.00 feet; (2) South $48^{\circ}20'35''$ West, a distance of 1,206.75 feet; (3) South $47^{\circ}57'48''$ West, a distance of 1,088.82 feet to a point on the West boundary of aforesaid Section 33; thence on said West boundary North $00^{\circ}01'18''$ West, a distance of 2,206.90 feet to the Point of Beginning.

After Recording Return to:
Deborah P. White
Commerce Title Services, Inc.
218 Apollo Beach Boulevard
Apollo Beach, FL 33572

This Instrument Prepared by:
Deborah P. White
Commerce Title Services, Inc.
218 Apollo Beach Boulevard
Apollo Beach, FL 33572
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
079700-0000
File No.: 20185003

WARRANTY DEED

This Warranty Deed, Made the 21 day of January, 2022, by DAVID P. COUNCIL and CAROLE J. COUNCIL, as husband and wife, whose post office address is: 3523 24th Street SE, Ruskin, FL 33570, hereinafter called the "Grantor", to 301 Wimauma, LLC, a Florida limited liability company, whose post office address is: 111 S. Armenia Avenue, Suite 201, Tampa, FL 33608, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Two Million Four Hundred Thousand Dollars and No Cents (\$2,400,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2021, reservations, restrictions and easements of record, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: [Signature] [Signature]
Printed Name: John P. White DAVID P. COUNCIL

Witness Signature: [Signature] [Signature]
Printed Name: Groce Way CAROLE J. COUNCIL

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022 by DAVID P. COUNCIL and CAROLE J. COUNCIL. He/She/They is/are Personally Known OR Produced [Signature] as Identification.

Notary Public Signature: [Signature] (SEAL)
Printed Name: Deborah P. White
My Commission Expires: _____



Online Notary (Check Box if acknowledgment done by Online Notarization)

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the South 1/2 lying North of the Dug Creek-Saffold Road in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, Less the West 2490.06 feet thereof, and

LESS the following described parcel:

Commence at the Northeast corner of the South 1/2 of Section 28, Township 32 South, Range 20 East; thence run West 50.01 feet to the Westerly right of way line of County Road 579; thence run Southerly along the Westerly right of way line a distance of 1383.38 feet to a point on the Northerly right of way line of Dug Creek-Saffold Road; thence run South 65°03'24" West along said right of way, a distance of 290.00 feet for a Point of Beginning; thence continue South 65°03'24" West, a distance of 2000.00 feet; thence run North 24°56'36" West, a distance of 871.2 feet; thence run North 65°03'24" East, a distance of 2000.00 feet; thence run South 24°58'00" East, a distance of 871.2 feet, to the Point of Beginning.

After Recording Return to:
Deborah P. White
Commerce Title Services, Inc.
218 Apollo Beach Boulevard
Apollo Beach, FL 33572

This Instrument Prepared by:
Deborah P. White
Commerce Title Services, Inc.
218 Apollo Beach Boulevard
Apollo Beach, FL 33572
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
079599-0000
File No.: 20185001

TRUSTEE'S DEED

By this Deed, Made the 20 day of January, 2022, by **Travis D. Council and Amber C. Council, as Trustees of the Travis D. Council Trust, Dated March 5, 2019**, whose post office address is: **3935 24th Street SE, Ruskin, FL 33570**, hereinafter called the "Grantor", to **301 Wimauma, LLC, a Florida limited liability company**, whose post office address is: **111 S. Armenia Avenue, Suite 201, Tampa, FL 33609**, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Hillsborough County, Florida**, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Travis D. Council Trust, Dated March 5, 2019

Witness Signature: <u>[Signature]</u>	Travis D. Council, Trustee
Printed Name: <u>Deborah White</u>	
Witness Signature: <u>[Signature]</u>	Amber C. Council, Trustee
Printed Name: <u>Amber Council</u>	

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of January, 2022 by Travis D. Council and Amber C. Council, as Trustees of the Travis D. Council Trust, Dated March 5, 2019. He/She/They is/are Personally Known OR Produced AI, DP, LC as identification.

Notary Public Signature: [Signature] (SEAL)
Printed Name: Deborah P. White
My Commission Expires: _____
 Online Notary (Check Box if acknowledgment done by Online Notarization)



EXHIBIT "A"
LEGAL DESCRIPTION

The South 660 feet of the East 2640 feet of the South 1/2 of the North 1/2 of Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida. Less road right-of-way on the East side for County Road 579.

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

FILE NO.: BY2202032
Parcel ID: 079692.0000

CONSIDERATION: \$500,000.00
DOCUMENTARY TAX: \$ 3,500.00

Warranty Deed

This Warranty Deed, made and executed the 13th day of April, 2022, by **Gulf Atlantic Investments LLC, a Florida limited liability company**, as to an undivided 2/3 interest, whose post office address is P.O. Box 48061, Tampa, FL 33646, and **Hilarco LLC, a Florida limited liability company**, as to an undivided 1/3 interest, whose post office address is 20423 Ayers Rd., Brooksville, FL 34604, (hereinafter referred to as "Grantor") to **301 Wimauma, LLC, a Florida limited liability company**, whose post office address is 111 S. Armenia Ave., Suite 201, Tampa, FL 33609 (hereinafter referred to as "Grantee").

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

See Schedule "A" attached hereto

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

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2022 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.


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

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in Fee Simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants title to said land and will defend the same against the lawful claims and demands of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021, restrictions and easements of record, if any.

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

Signed, sealed and delivered in our presence:

GRANTORS:
Gulf Atlantic Investors LLC
A Florida limited liability company


Signature
Victoria L. Fiddelke
Printed Name

BY: 
Hossein Afghani, Manager



Signature
Jordan Ross Fiddelke
Printed Name

BY: 
Maryam Afghani, Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of April, 2022, by Hossein Afghani and Maryam Afghani, in their capacities as the Managers of Gulf Atlantic Investors, LLC, a Florida limited liability company, who are:

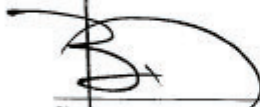
Personally known to me
 Produced a driver's license as identification.


Notary Public

My Commission Expires: (SEAL)



Signed, sealed and delivered in our presence:



Signature **Bruce M. Tigert**

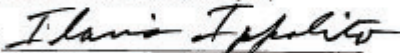
Printed Name



Signature **Jonathan Ross Fiddelke**

Printed Name

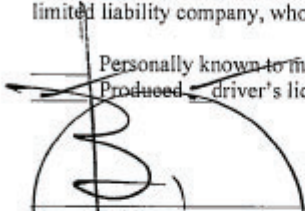
GRANTORS:
Hilarco LLC
A Florida limited liability company

BY: 
Ilaria Ippolito, MGRM

STATE OF Florida
COUNTY OF Hillsborough

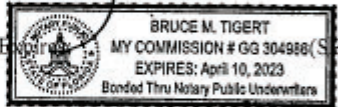
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of April, 2022, by Ilaria Ippolito, in her capacity as Manager Member of Hilarco LLC, a Florida limited liability company, who is:

~~Personally known to me~~
~~Produced~~ driver's license as identification.



Notary Public

My Commission Expires



SCHEDULE "A"
LEGAL DESCRIPTION

Commencing at the Northeast corner of the South half of the North half of Section 28, Township 32 South, Range 20 East, run thence South $0^{\circ}26'18''$ West, 30 feet for Point of Beginning; run thence South $89^{\circ}45'28''$ West, 2,640.0 feet; thence South $0^{\circ}26'18''$ West, 215.93 feet; thence North $89^{\circ}39'28''$ East, 2,640.0 feet; thence North $0^{\circ}26'18''$ East, 211.0 feet to the Point of Beginning, LESS right of way for State Road No. S-759, all lying and being in Hillsborough County, Florida.

After Recording Return to:
Deborah P. White
Commerce Title Services, Inc.
215 Apollo Beach Boulevard
Apollo Beach, FL 33672

This Instrument Prepared by:
Deborah P. White
Commerce Title Services, Inc.
215 Apollo Beach Boulevard
Apollo Beach, FL 33672
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
079691-0000 and 079702-0000
File No.: 20185002

WARRANTY DEED

This Warranty Deed, Made the 21 day of January, 2022, by Council Growers, Inc, a Florida corporation, having its place of business at 3935 24th Street SE, Ruskin, FL 33670, hereinafter called the "Grantor", to 301 Wimauma, LLC, a Florida limited liability company, whose post office address is: 111 S. Armenia Avenue, Suite 201, Tampa, FL 33609, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Six Million Three Hundred Thousand Dollars and No Cents (\$6,300,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to 2021, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: [Signature] COUNCIL GROWERS, INC.
Printed Name: a Florida corporation

Witness Signature: [Signature]
Printed Name: Travis D. Council, its President

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022 by Travis D. Council as President of Council Growers, Inc, on behalf of the corporation. He/She/They is/are Personally Known OR Produced as Identification.

Notary Public Signature [Signature] (SEAL)
Printed Name: Deborah P. White
My Commission Expires: _____

Online Notary (Check Box if acknowledgment done by Online Notarization)



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The North 1/4 of Section 28, Township 32 South, Range 20 East, LESS that part in right of way of State Road No. 579, lying and being in Hillsborough County, Florida.

Parcel 2:

That part of the North 1/4 of Section 28, Township 32 South, Range 20 East, lying East of Seaboard-Coastline Railroad right of way, lying and being in Hillsborough County, Florida.

**AFFIDAVIT OF OWNERSHIP AND CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
HILLSBOROUGH COUNTY

LO Pinellas St May

On this 1 day of April, 2023, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KEITH FOX, who, after being duly sworn, depose and say:

1. Affiant, KEITH FOX, is Trustee of the Fox Family Trust dated May 22, 2019 (referred to herein as the "Trust"), and owns the real property described below in his capacity as Trustee of the Trust.
2. Affiant, KEITH FOX, as Trustee of the Trust, is the owner of the following described real property, located in Hillsborough County, Florida, Parcel IDs: 79698.0000; 79698.0010; and 79693.0000.
3. Affiant, KEITH FOX, hereby represents he has full authority to execute all documents and instruments as owner of the real property relating to the Petition before Hillsborough County, Florida, to enact an ordinance to establish the Berry Bay III Community Development District (the "Proposed CDD").
4. The Property described above represents all real property to be included in the proposed CDD.
5. Affiant, KEITH FOX, as Trustee of the Trust, is the sole owner of the Property. He hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

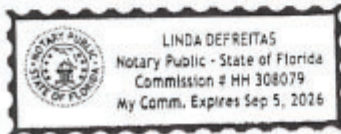
"AFFIANT"

By: _____
Name: KEITH FOX

LO STATE OF FLORIDA
HILLSBOROUGH COUNTY

Pinellas

Sworn to, affirmed, and subscribed before me by means of physical presence or online notarization, this 1st day of April, 2023, by KEITH FOX. He is personally known to me, or has produced FL Dr. License as identification.



Linda Defreitas
NOTARY PUBLIC, STATE OF FLORIDA

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

This Instrument Was Prepared By and
After Recording Return To:
Kathryn L. Ritchie, Esquire
1009 West Cleveland Street
Tampa, FL 33606-1913
Folio No. 079698-0000
Folio No. 079698-0010
Folio No. 079693-0000

WARRANTY DEED

THIS WARRANTY DEED made this 22 day of MAY, 2019, between PAUL H. FOX, also known as PAUL H. FOX, SR., and GERALDINE LEE FOX, also known as GERALDINE L. FOX, Husband and Wife, whose post office addresses are 2709 County Road 579, Wimauma, Florida 33598, of the County of Hillsborough, State of Florida (hereinafter referred to as "Grantor"), to PAUL H. FOX, as Trustee of the FOX FAMILY TRUST dated May 22, 2019 (the "Trust"), whose post office address is 2709 County Road 579, Wimauma, Florida 33598, of the County of Hillsborough, State of Florida (hereinafter referred to as "Grantee").

Grantors, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm, unto Grantee and Grantee's successors and assigns forever, that certain real property lying and being in Hillsborough County, Florida, more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference

TOGETHER with all the tenements, hereditaments and appurtenances belonging or appertaining to the Property, and in addition to the powers granted to the Trustee in the Trust, the Grantee is vested with full rights of ownership over the Property, and the Grantee is specifically granted and given the following powers and authority:

1. The power and authority to protect and conserve the Property.
2. The power and authority to sell, or to lease or to encumber, the Property.

3. The power and authority to otherwise manage and dispose of the Property.
4. The power and authority to borrow money and to mortgage and/or pledge the Property for the payment of any loan.
5. The power and authority to execute all instruments in writing necessary or appropriate to carry out any of the foregoing powers.

No purchaser, grantee, mortgagee, lessee, assignee, transferee or any other person dealing with the Grantee need see to the application of any proceeds of any sale, mortgage, lease, assignment or transfer, but the receipt of the Grantee shall be complete discharge and acquittance therefor. Any and all persons, including, but not limited to, purchasers, grantees, mortgagees, lessees, assignees, transferees or any other person dealing with said Grantee need not inquire into the identification or status of any beneficiary under the Trust, or any collateral instrument, nor inquire into or ascertain the authority of the Grantee to act in and exercise the powers extended by this Deed or the adequacy or disposition of any consideration paid to Grantee, nor inquire into the provisions of the said unrecorded agreement and any amendments thereto creating the Trust.

TO HAVE AND TO HOLD the Property in fee simple forever. Grantors hereby covenant with Grantee that the Grantors are lawfully seized of the Property, that the Grantors hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever and that the Property is being conveyed free of all liens and encumbrances, except encumbrances of record and except taxes for the current year and thereafter.

GERALDINE LEE FOX, also known as GERALDINE L. FOX, further states that by executing or joining this deed, she intends to waive homestead rights that would otherwise prevent her spouse from devising the homestead property described in this deed to someone other than her.

IN WITNESS WHEREOF, Grantors have signed this instrument on the date first written above.

Witnesses (as to both signers):

Linda Giampa
Signature of Witness

Linda Giampa
Printed Name of Witness

Chris Guiley
Signature of Witness

CHRIS Guiley
Printed Name of Witness

GRANTORS:

[Signature]
PAUL H. FOX, also known as PAUL H. FOX, SR.

Geraldine Lee Fox
GERALDINE LEE FOX, also known as GERALDINE L. FOX

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of May, 2019, by PAUL H. FOX, also known as PAUL H. FOX, SR., and GERALDINE LEE FOX, also known as GERALDINE L. FOX, Husband and Wife, who are personally known to me, or who have produced _____ (type of identification, i.e., driver license), as identification.

Kathryn L. Ritchie
Signature of Notary Public

Notary Public (Typed, Printed or Stamped)
State of Florida
My Commission Expires: _____
Commission No: _____



EXHIBIT "A"

Folio #079698-0000

Folio #079698-0010

Commencing at the Northeast Corner of the South ½ of the North ½ of Section 28, Township 32 South, Range 20 East, run thence S 0°26'18" W, 452 feet, for point of beginning, run thence S 89°32'28" W, 2640 feet, thence S 0°26'18" W, 215.93 feet, thence N 89°26'27" E, 2640 feet, thence N 0°26'18" E, 211 feet, to a point of beginning Less R/W for State Road No. S-579

AND

Folio #079693-0000

PARCEL I

Commencing at the NE corner of the South 1/2 of the North 1/2 of Section 28, Township 32 South, Range 20 East, run thence South 0 deg 26 min 18 sec West 241.0 feet for the Point of Beginning; Run thence South 89 deg 39 min 28 sec West 2,640.0 feet; thence South 0 deg 26 min 18 sec West 215.93 feet; thence North 89 deg 32 min 28 sec East 2,640.0 feet; thence North 0 deg 26 min 18 sec East 211.0 feet to the Point of Beginning, LESS right-of-way for State Road S-579, all lying and being in Hillsborough County, Florida.

PARCEL II

That tract commencing at the NE corner of the South 1/2 of the North 1/2 of Section 28, Township 32 South, Range 20 East; run thence South 89 deg 45 min 28 sec West 2,640.0 feet for the Point of Beginning; run thence South 0 deg 26 min 18 sec West 1,337.79 feet; thence South 89 deg 26 min 27 sec West 1,925.0 feet; thence North 0 deg 26 min 18 sec East 1,345.25 feet; thence North 89 deg 45 min 28 sec East 1,925.0 feet to the Point of Beginning, LESS the North 30 feet thereof for road purposes and rights of ingress and egress, all lying and being in Hillsborough County, Florida.

ATTACHMENT C

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; SPECIFYING GENERAL AND SPECIAL POWERS OF THE DISTRICT; DESCRIBING THE BOUNDARIES OF THE DISTRICT; NAMING THE MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the County has held a public hearing on the Petition in accordance with the requirements and procedures of section 190.005(1)(d), Fla. Stat.; and

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

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY

COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, THIS ____
DAY OF _____ AS FOLLOWS:

SECTION 1. FINDINGS OF FACT. The Board of County Commissioners hereby finds and states that:

1. the "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;
2. all statements contained in the Petition are true and correct;
3. the establishment of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the County's Comprehensive Plan;
4. the area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
5. the establishment of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;
6. the proposed community development services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
7. the area that will be served by the District is amenable to separate, special-district government.

SECTION 2. CONCLUSIONS OF LAW.

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

SECTION 3. CREATION, BOUNDARIES AND POWERS. There is hereby established

the Berry Bay II Community Development District for the area of land described in Exhibit A, attached hereto, which shall have, and which may exercise through its Board of Supervisors, the powers of sections 190.011 and 190.012 (1), (2)(a), (2)(b), (2)(c), 2(d), (2)(e), (2)(f), and (3), Fla. Stat. The District shall operate in accordance with the uniform community development district charter as set forth in sections 190.006-190.041, Fla. Stat., including the special powers provided by Section 190.012, Fla. Stat.

SECTION 4. INITIAL BOARD. The following five persons are designated as the initial members of the Board of Supervisors: Carlos de la Ossa, Nicholas Dister, Kyle Smith, Ryan Motko and Albert Vierra.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective immediately upon receipt of acknowledgment that a copy of this Ordinance has been filed with the Secretary of State.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, provision, or other part of this Ordinance is held invalid for any reason, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

WITNESS my hand and official seal this _____ day of _____, 2023.

CINDY STUART, CLERK

BY:

Deputy Clerk

APPROVED BY COUNTY ATTORNEY AS
TO FORM AND LEGAL SUFFICIENCY

BY:

Nancy Y. Takemori
Assistant County Attorney

EXHIBIT "A"

Parcel 1

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence N 89°22'04" W, a distance of 50.00 feet to the POINT OF BEGINNING; thence S 01°00'18" W, a distance of 1323.15 feet; thence N 89°40'52" W, a distance of 5146.23 feet; thence N 89°47'05" W, a distance of 2064.77 feet to the Easterly Right-of-Way of the Seaboard Coast Line Railroad.; thence along said Railroad Right-of-Way N 32°11'49" E, a distance of 1589.73 feet; thence S 89°56'45" E, a distance of 1190.45 feet; thence S 89°21'44" E, a distance of 2623.06 feet; thence S 89°22'04" E, a distance of 2573.85 feet to the POINT OF BEGINNING.

Containing 209.198 acres, more or less.

Together With:

Parcel 2

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the said Section 28, run thence S 01°00'18" W, a distance of 1352.88 feet; thence N 89°40'52" W, a distance of 50.00 feet to the West Right-of-Way Line of County Road 579 and the POINT OF BEGINNING; thence along said Right-of-Way S 01°00'18" W, a distance of 1293.16 feet; thence S 00°52'49" W, a distance of 1383.21 feet to the North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 289.96 feet; thence N 25°41'16" W, a distance of 870.76 feet; thence S 64°18'58" W, a distance of 2000.01 feet; thence S 25°41'46" E, a distance of 870.92 feet to the aforesaid North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 205.25 feet; thence Southwesterly, 364.71 feet along the arc of a tangent curve to the left having a radius of 2949.92 feet and a central angle of 07°05'02" (chord bearing S 60°46'10" W, 364.48 feet); thence S 89°57'21" W, a distance of 3.21 feet; thence S 00°19'02" E, a distance of 2.06 feet; thence Southwesterly, 511.54 feet along the arc of a non-tangent curve to the left having a radius of 2949.92 feet and a central angle of 09°56'08" (chord bearing S 52°11'09" W, 510.90 feet); thence S 47°11'23" W, a distance of 500.15 feet; thence S 47°34'52" W, a distance of 1206.83 feet; thence S 47°13'24" W, a distance of 1089.03 feet; thence leaving aforesaid Right-of-Way of Dug Creek-Saffold Road along the West Line of Section 33, N 00°45'51" W, a distance of 2207.24 feet to the Southwest corner of aforesaid Section 28; thence along the West line of said Section 28, N 00°18'48" W, a distance of 2644.16 feet to the Northwest corner of the South 1/2 of said Section 28; thence along the South boundary of the North 1/2 of said Section 28, N 89°59'48" E, a distance of 580.30 feet; thence N 01°00'18" E, a distance of 1318.56 feet; thence S 89°40'52" E, a distance of 4515.03 feet to the POINT OF BEGINNING.

Containing 426.470 acres, more or less.

Total of 635.668 acres