





Agenda Item Cover Sheet

Agenda Item N^o: _____

Meeting Date March 9, 2021

Consent Section
 Regular Section
 Public Hearing

Subject: CDD 21-0052 PETITION TO ESTABLISH THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT (CDD)	
Agency/Department: Development Services Department, Community Development Section	
Contact Person: J. Brian Grady	Contact Phone: 276-8343
Sign-Off Approvals	
 <small>Deputy County Administrator</small> Date: 2/22/2021	 <small>Department Director</small> Date: 2/19/2021
<small>Business and Support Services – Approved as to Financial Impact Accuracy</small> Date:	<small>County Attorney – Approved as to Legal Sufficiency</small> Date:

STAFF'S RECOMMENDED BOARD MOTION

Establish the Balm Grove 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 total \$35,150,000 budgeted for CDD-qualified common area infrastructure development costs (“common costs”), it is estimated that about \$11,642,931 (or 33.1%) of those costs will be funded with long-term CDD bond proceeds.

FINANCIAL IMPACT STATEMENT

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

BACKGROUND

On November 10, 2020 Balm Grove LLC petitioned Hillsborough County to establish the Balm Grove Community Development District (CDD). The applicant submitted revised information on January 8, January 27, and February 1, 2021. The Balm Grove CDD will be ±267.694 acres. It is located on the west and east side of Balm Wimauma Road, south of County Road 672 in Balm. Please see Attachment A for the proposed CDD’s location. The CDD will consist of the following folios:

77848.0000	88698.5551		
77850.0000	88698.7700		
77876.0000	88698.7800		
77914.0000	88698.9500		
88698.0000	88698.9510		
88698.0200			

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

BACKGROUND - Continued:

The CDD area is located within two Planned Development (PD) zoning district PD 18-0304 and PD 18-0304. The PD districts in which the parcels are located permits a total of 729 single family homes with a single-family detached minimum lot size of 4,000 and minimum lot width of 40 feet. It is anticipated that the development will consist of approximately 309 40' lots and 394 50' lots.

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 \$35,150,000. 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>
Stormwater Management	\$11,072,250
Utilities	4,112,212
Amenities	6,302,523
Roads	6,960,038
Landscape/Hardscape Improvements	<u>3,187,977</u>
Total CDD-qualified Common Costs	31,635,000
Total CDD-qualified Private Development Costs	3,515,000
Total Project Costs	<u>\$35,150,000</u>

BACKGROUND - Continued:

Financing Summary:

The intent of the Petitioner is to use a mix of long-term CDD bonds, conventional bank financing and owners equity to fund construction of infrastructure improvements which will directly benefit landowners within the CDD boundaries. Long-term CDD bonds (“A Bonds”) are repaid over a period of 30 years via annual assessments levied on landowners, which at different points in the project’s life cycle may be the developer, homebuilder(s) or residents depending on the ownership state of the land at the time of assessment. While the developer bears no long-term financial responsibility for repayment of A bond debt assessed on land owned by others, it does bear financial responsibility for the debt over the short-term and until such time as the indebted land is sold to a third-party builder. At that point, the builder assumes responsibility for repayment of the affiliated A bond debt until such time as the land is sold to a homebuyer, at which point the homeowner assumes responsibility for repayment of the debt. Therefore, the financial capacity and willingness of the developer to assume financial responsibility for the debt through the time of transfer of the land to unaffiliated third-party buyers is of concern. Of the total \$35,150,000 budgeted for CDD-qualified common area infrastructure development costs (“common costs”), it is estimated that about \$11,642,931 (or 33.1%) 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 309 40’ single-family detached lots and 394 50’ single-family detached lots. Annual assessments will range from \$1,400/lot to \$1,750/lot and will be based on lot size. A complete CDD financing summary follows.

Projected Inflows from Issuance of Bonds:

Bond Proceeds (equal to the par amount)	\$14,915,000
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Projected Uses of Funds Received:

Underwriter’s Discount (2% of the par amount)	\$298,300
Cost of Issuance	200,000
Debt Service Reserve Fund (about 7% of par amount)	1,054,774
Capitalized Interest (for approximately 24 months)	1,715,225
Construction of Infrastructure Improvements (1)	11,642,931
Contingency/Rounding	3,770
Total Projected Uses of Bond Proceeds	\$14,915,000

(1) Total proposed CDD-qualified common costs include the following items. The scope of the County’s financial review excludes making any determination as to which of the items may be funded with bond proceeds.

Lot Mix and Projected Assessments

The proposed CDD will consist of approximately 309 40’ single-family detached lots and 394 50’ single-family detached lots. Annual assessments will range from \$1,400/lot to \$1,750/lot and will be based on lot size.

Proposed Facilities Ownership and Maintenance

<u>Description</u>	<u>Ownership & Maintenance</u>
Stormwater Management	CDD
Utilities	County
Roads	County
Amenities	CDD
Landscape/Hardscape/Irrigation	CDD

BACKGROUND - Continued:

The District will be managed by District Supervisors selected by qualified electors of the District. The initial Board of Supervisors includes Jeff Hills, Ryan Motko, Steve Luce, Nick Dister 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.

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(13), 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 Local Government Comprehensive Planning and Land Development Regulation Act.
- 8) A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.

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

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

- 1) That all statements contained within the petition have been found to be true and correct.
- 2) That the creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.
- 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.

BACKGROUND - Continued:

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 Balm Grove 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

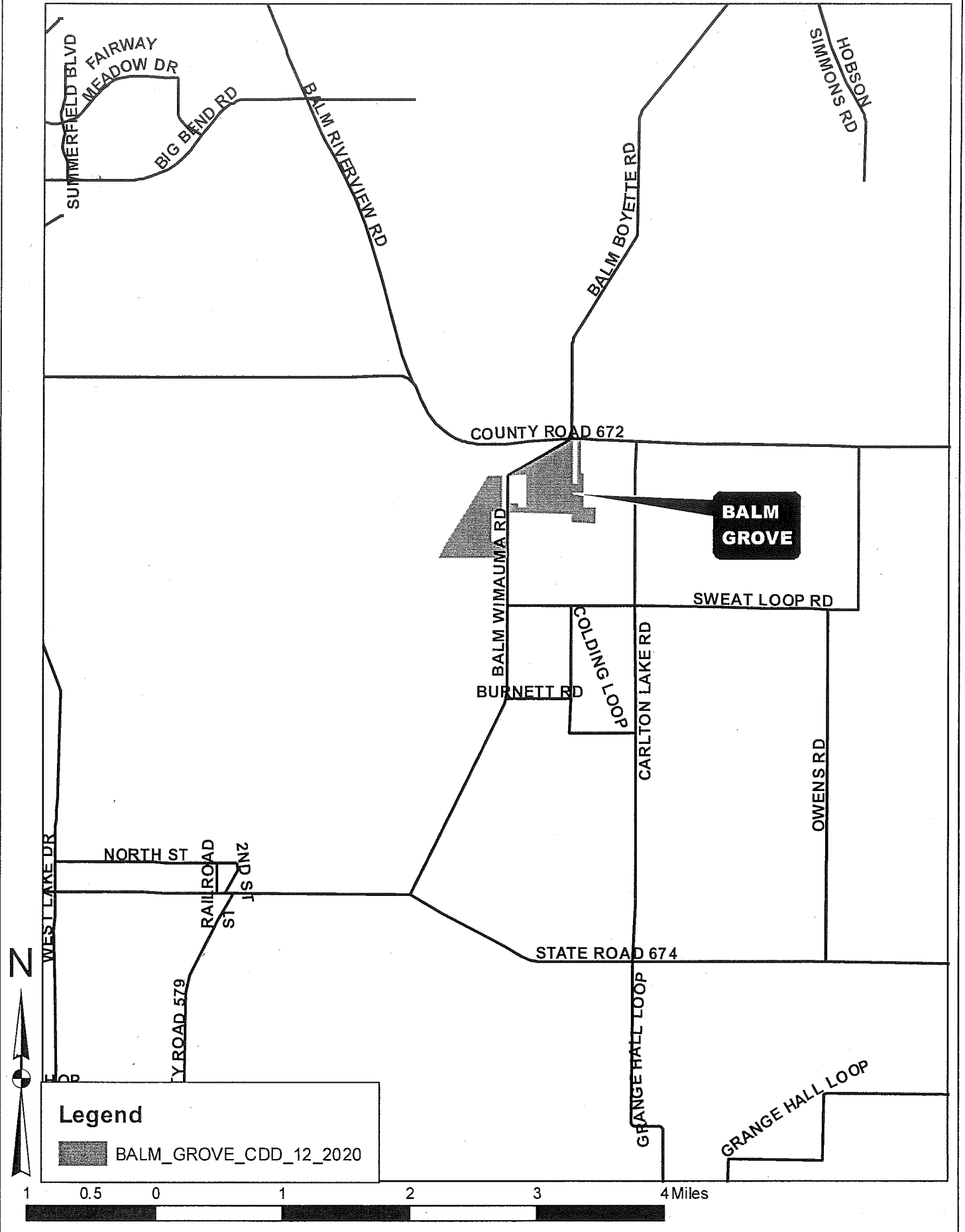
The financial consultant engaged by the Petitioner completed a feasibility study and performed certain other financial analysis in order to evaluate the probability of success of the project. The County reviewed this analysis for reasonableness; however, the fiduciary responsibility for this information 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.

BALM GROVE LOCATION MAP



ATTACHMENT B

CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described on **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Balm Grove, LLC ("Petitioner") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

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

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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if required by Petitioner, consent to establishment of the Community Development District in substantially this form.

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

Executed this 5th day of September, 2019.

Witnessed:

Balm Grove, LLC

Lea Poulos

[Signature]

Print Name: Lea Poulos

By: Jeffery S. Hills

Its: Manager

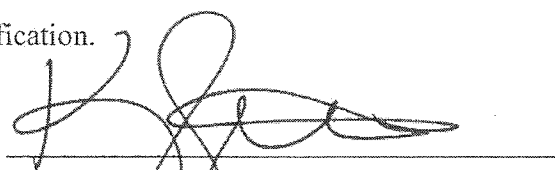
[Signature]

Print Name: Kelley Cato Juneau

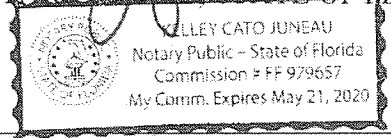
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of September,
2019, by Jeffery S. Hills, as Manager of Balm Grove, LLC a Florida limited liability company.

He/she is personally known to me, or has produced
_____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA



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

Application Exhibit
Balm Grove CDD Land Summary

ID	Folio #	Approximate Acreage	Owner of Record
1	77848.0000	111.80	Balm Grove LLC
2	77850.0000	2.00	Balm Grove LLC
		<u>113.80</u>	

3

This instrument prepared by:
Philip H. Bush, Esquire/mw
Miller Law, P.A.
Post Office Box 8169
Lakeland, Florida 33802

Parcel ID No.: A077848-0000

WARRANTY DEED

THIS INDENTURE,

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

Made this 25 day of July, 2018, between Rand Reese, Individually and Rex Reese, Individually and Lucille E. Reese, Individually and Lucille E. Reese, as Trustee of the Lucille E. Reese Trust Agreement dated the 10th day of March, 1995 ("Grantor"), whose post office address is 3505 Bridgefield Drive, Lakeland, Florida 33803, and Balm Grove, LLC, a Florida limited liability company, whose post office address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs, successors, and assigns forever, the following described land in Hillsborough County, Florida, to-wit:

See Exhibit "A" attached hereto

Grantors warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

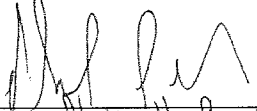
This conveyance is subject to the following:

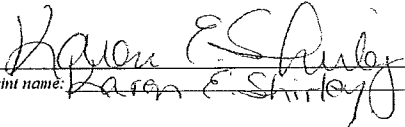
- a) Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
- b) Zoning and other governmental regulations.
- c) Taxes and assessments for 2018 and subsequent years.

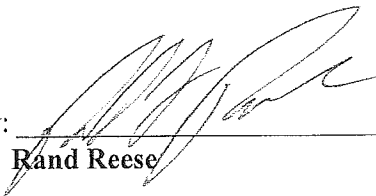
Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

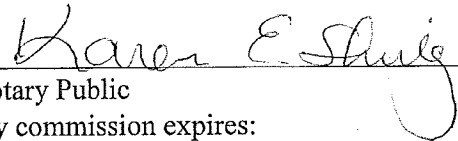

Print name: Philip H. Butler

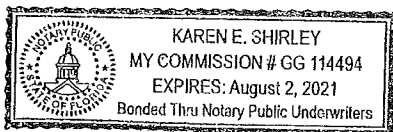

Print name: Karen E. Shirley

By: 
Rand Reese

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this 25 day of July, 2018, by Rand Reese who () is personally known to me or who () has produced license as identification.


Notary Public
My commission expires:



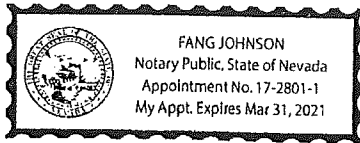
Andrea Parks
Print name: Andrea Parks

By: *Rex Reese*
Rex Reese

Fang Johnson
Print name: Fang Johnson

STATE OF ~~FLORIDA~~ Nevada
COUNTY OF ~~POLK~~ Clark

The foregoing instrument was acknowledged before me on this 25 day of July, 2018,
by Rex Reese who () is personally known to me or who () has produced
USA passport card as identification.



Fang Johnson
Notary Public
My commission expires: Mar 31, 2021

[Signature]
Print name: Philip H. Bush

[Signature]
Print name: Karen E. Shirley

By: [Signature]
Lucille E. Reese

[Signature]
Print name: Philip H. Bush

By: [Signature]
Lucille E. Reese, as Trustee of the
Lucille E. Reese Trust Agreement dated
the 10th day of March, 1995

[Signature]
Print name: Karen E. Shirley

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this 25 day of July, 2018,
by Lucille E. Reese, Individually and as Trustee of the Lucille E. Reese Trust Agreement dated the
10th day of March, 1995 who () is personally known to me or who () has produced
license as identification.

[Signature]
Notary Public
My commission expires:

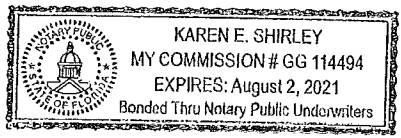


EXHIBIT "A"

That part of the North 1/2 of the Northeast 1/4, lying South of the Boyette-Wimauma paved road; the South 1/2 of the Northeast 1/4, LESS the West 782.45 feet thereof; and the North 1/2 of the Southeast 1/4, all in Section 25, Township 31 South, Range 20 East, LESS right of way for State Road 672. All lying and being in Hillsborough County, Florida.

Prepared by and Return To:

Bayshore Title, a division of LandCastle Title Group, LLC
3431 Henderson Blvd.
Tampa, FL 33609

Order No.: BY811810037

For Documentary Stamp Tax purposes the consideration is \$250,000.00

Doc Stamp: \$1,750.00

APN/Parcel ID(s): 077850-0000

WARRANTY DEED

THIS WARRANTY DEED dated October 7, 2020, by Jerry A. Scoggins, hereinafter called the grantor, to Balm Grove, LLC, a Florida limited liability company, whose post office address is 15024 Balm Wimauma Road, Wimauma, FL 33598, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Hillsborough, State of Florida, to wit:

A certain parcel of land situate in Hillsborough County, Florida, described as beginning at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 31 South, Range 20 East, and running thence North along the West line of said Southwest 1/4 of the Northeast 1/4 of said Section, 210 feet; thence East parallel to the South line of said Southwest 1/4 of the Northeast 1/4 of said Section, 420 feet; thence South parallel to said West line, 210 feet; thence West along the South line of said Southwest 1/4 of the Northeast 1/4 of said Section to the Point of Beginning, all subject to the right-of-way of all public roads along, across or upon said parcel of land.

Subject to easements, restrictions, reservations and limitations of record, if any.

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

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

TO HAVE AND TO HOLD the same in Fee Simple forever.



WARRANTY DEED


(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

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

Signed, Sealed and Delivered in the presence of:

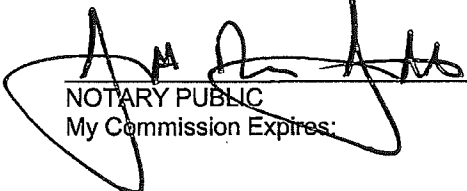

 Witness Signature
Jonathan Ross FIDDELKE
 Print Name

 Witness Signature
MARTY DOWRES
 Print Name



 Jerry A. Scoggins
 Address: 1004 Turner Drive
 Tampa, FL 33619

State of FLORIDA
County of HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of October, 2020, by Jerry A. Scoggins, to me known to be the person(s) described in or who has/have produced driver's license as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 7th day of October, 2020.


 NOTARY PUBLIC
 My Commission Expires:


 Jonathan Ross Fiddelke
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG195215
 Expires 3/12/2022

**CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described on **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Balm Grove, LLC ("Petitioner") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

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

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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if required by Petitioner, consent to establishment of the Community Development District in substantially this form.

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

Executed this 18th day of September, 2019.

Witnessed:

Eisenhower Property Group, LLC



Print Name: Lea Paulas



By: Tonva S. Hills
Its: President




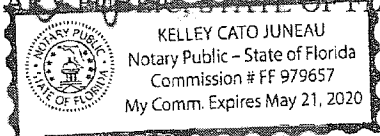
Print Name: Kelley Cato Juneau

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of September, 2019, by Tonya S. Hills, as President of Eisenhower Property Group, LLC a Florida limited liability company.

He/she is personally known to me, or has produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA


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

Application Exhibit
Balm Grove CDD Land Summary

ID	Folio #	Approximate Acreage	Owner of Record
1	77876.0000	115.62	Eisenhower Property Group LLC
2	77914.0000	1.41	Eisenhower Property Group LLC
3	88698.0000	3.37	Eisenhower Property Group LLC
4	88698.0200	4.88	Eisenhower Property Group LLC
5	88698.5551	3.75	Eisenhower Property Group LLC
6	88698.7700	8.87	Eisenhower Property Group LLC
7	88698.7800	8.25	Eisenhower Property Group LLC
8	88698.9500	2.76	Eisenhower Property Group LLC
9	88698.9510	1.49	Eisenhower Property Group LLC
		<u>150.40</u>	

DOC 6825.00
Rec 27.00

Prepared by and Return to:
Joseph W. Gaynor, Esquire
Johnson, Pope, Bokor, Ruppel & Burns, LLP
P.O. Box 1368
Clearwater, Florida 33757-1368
Telephone: 727-461-1818

STATUTORY WARRANTY DEED

THIS INDENTURE, is made on June 26, 2013, between AN DEVELOPMENT VI, LLC, a Florida limited liability company ("Grantor"), whose post office address is 401 South Albany Avenue, Tampa, FL 33606, and EISENHOWER PROPERTY GROUP, L.L.C., a Florida limited liability company ("Grantee"), whose post office address is 111 South Armenia Avenue, Suite 201, Tampa, FL 33609

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated in Hillsborough County, Florida:

See Exhibit "A" attached hereto and made a part hereof by reference.

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby, and to taxes for the year 2013 and subsequent years.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Note to Administrator: Consideration for this conveyance is \$975,000.00.

The tax parcel numbers for the aforescribed property are:
77876-0000 and 77914-0000

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

Signed, sealed and delivered
in the presence of:

AN DEVELOPMENT VI, LLC,
a Florida limited liability company

By: [Signature]
Nelson C. Steiner, Managing Member

[Signature]
Signature
Donald A Byrd
Print name

[Signature]
Signature
Dominique Joy Alcober
Print name

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26 day of June, 2013, by Nelson C. Steiner as Managing Member of AN Development VI, LLC, a Florida limited liability company. He (is personally known to me) [has produced as identification].

NOTARY PUBLIC, STATE OF FLORIDA
Tara Gilliam
Commission # DD914910
Expires: SEP. 26, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public
Print name Tara Gilliam
My commission expires: 9/26/13

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Hillsborough, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

That portion of the Southeast 1/4 lying East of the railroad in Section 26, Township 31 South, Range 20 East, Hillsborough County, Florida.

TOGETHER WITH that part of the South 1/2 of the Southwest 1/4, East of Railroad; that part of the Northwest 1/4 of the Southwest 1/4, East of railroad; that part of the South 457 feet of the Southwest 1/4 of the Northwest 1/4, East of railroad; that part of the Southeast 1/4 of the Northwest 1/4, East of the railroad, less the East 245.00 feet; The West 1/2 of the Northeast 1/4 of the Southwest 1/4 AND the North 100 feet of the West 419.69 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4, all in Section 25, Township 31 South, Range 20 East, Hillsborough County, Florida.

Being more particularly described as follows:

For a Point of Beginning commence at the Southeast corner of Section 26; thence along the South boundary line of Section 26, N 89°49'18" W, a distance of 696.42 feet to the East line of the existing Tampa Electric Company (TECO) parcel; thence departing said South line and along said East line of said TECO parcel N 32°13'10" E, a distance of 1318.55 feet; thence N 00°20'16" E a distance of 47.33 feet; thence N 32°13'10" E, a distance of 1781.92 feet; thence N 89°38'34" E, a distance of 89.00 feet; thence N 32°13'10" E, a distance of 538.46 feet; thence N 89°30'41" E, a distance of 13.62 feet; thence N 00°12'05" E, a distance of 21.61 feet; thence N 32°13'10" E, a distance of 1004.60 feet to point at the intersection of said East line of said Teco Parcel and the Southerly right-of-way line of Balm Road as monumented; thence along said Southerly line N 89°55'19" E, a distance of 553.21 feet; thence departing said Southerly line S 00°15'40" W, a distance of 1420.01 feet; thence S 89°49'32" W, a distance of 420.12 feet; thence S 00°14'54" W, a distance of 1233.60 feet; thence N 89°44'18" E, a distance of 634.84 feet to the Westerly right-of-way line of Balm-Wimauma Road thence along said Westerly right-of-way line S 00°15'52" W, a distance of 1333.63 feet to a point on the South boundary line of Section 25; thence along said South line S 89°39'50" W, a distance of 2632.32 feet to the Point of Beginning.

Doc 6825.00
Rec 27.00

Prepared by and Return to:
Joseph W. Gaynor, Esquire
Johnson, Pope, Bokor, Ruppel & Burns, LLP
P.O. Box 1368
Clearwater, Florida 33757-1368
Telephone: 727-461-1818

STATUTORY WARRANTY DEED

THIS INDENTURE, is made on June 26, 2013, between AN DEVELOPMENT VI, LLC, a Florida limited liability company ("Grantor"), whose post office address is 401 South Albany Avenue, Tampa, FL 33606, and EISENHOWER PROPERTY GROUP, L.L.C., a Florida limited liability company ("Grantee"), whose post office address is 111 South Armenia Avenue, Suite 201, Tampa, FL 33609

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated in Hillsborough County, Florida:

See Exhibit "A" attached hereto and made a part hereof by reference.

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby, and to taxes for the year 2013 and subsequent years.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Note to Administrator: Consideration for this conveyance is \$975,000.00.

The tax parcel numbers for the aforescribed property are:
77876-0000 and 77914-0000

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

Signed, sealed and delivered
in the presence of:

AN DEVELOPMENT VI, LLC,
a Florida limited liability company


By: [Signature]
Nelson C. Steiner, Managing Member

[Signature]
Signature
Donald A Byrd
Print name

[Signature]
Signature
Dominique Joy Alcober
Print name

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26 day of June, 2013, by Nelson C. Steiner as Managing Member of AN Development VI, LLC, a Florida limited liability company. He (is personally known to me) [has produced as identification].

NOTARY PUBLIC, STATE OF FLORIDA
 Tara Gilliam
Commission # DD914910
Expires: SEP. 26, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public
Print name Tara Gilliam
My commission expires: 9/26/13

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Hillsborough, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

That portion of the Southeast 1/4 lying East of the railroad in Section 26, Township 31 South, Range 20 East, Hillsborough County, Florida.

TOGETHER WITH that part of the South 1/2 of the Southwest 1/4, East of Railroad; that part of the Northwest 1/4 of the Southwest 1/4, East of railroad; that part of the South 457 feet of the Southwest 1/4 of the Northwest 1/4, East of railroad; that part of the Southeast 1/4 of the Northwest 1/4, East of the railroad, less the East 245.00 feet; The West 1/2 of the Northeast 1/4 of the Southwest 1/4 AND the North 100 feet of the West 419.69 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4, all in Section 25, Township 31 South, Range 20 East, Hillsborough County, Florida.

Being more particularly described as follows:

For a Point of Beginning commence at the Southeast corner of Section 26; thence along the South boundary line of Section 26, N 89°49'18" W, a distance of 696.42 feet to the East line of the existing Tampa Electric Company (TECO) parcel; thence departing said South line and along said East line of said TECO parcel N 32°13'10" E, a distance of 1318.55 feet; thence N 00°20'16" E a distance of 47.33 feet; thence N 32°13'10" E, a distance of 1781.92 feet; thence N 89°38'34" E, a distance of 89.00 feet; thence N 32°13'10" E, a distance of 538.46 feet; thence N 89°30'41" E, a distance of 13.62 feet; thence N 00°12'05" E, a distance of 21.61 feet; thence N 32°13'10" E, a distance of 1004.60 feet to point at the intersection of said East line of said Teco Parcel and the Southerly right-of-way line of Balm Road as monumented; thence along said Southerly line N 89°55'19" E, a distance of 553.21 feet; thence departing said Southerly line S 00°15'40" W, a distance of 1420.01 feet; thence S 89°49'32" W, a distance of 420.12 feet; thence S 00°14'54" W, a distance of 1233.60 feet; thence N 89°44'18" E, a distance of 634.84 feet to the Westerly right-of-way line of Balm-Wimauma Road thence along said Westerly right-of-way line S 00°15'52" W, a distance of 1333.63 feet to a point on the South boundary line of Section 25; thence along said South line S 89°39'50" W, a distance of 2632.32 feet to the Point of Beginning.

Prepared by and return to:
Philip K. Clarke, Esq.
Kass Shuler, P.A.
P.O. Box 800
Tampa, Florida 33601-0800

_____ [space above line for recording information] _____

WARRANTY DEED

THIS WARRANTY DEED is made the 8th day of May, 2018, by **SHELLEY LAKES MINE, INC.**, a Florida corporation (the "Grantor") whose mailing address is P.O. Box 306 Balm, FL 33503 and **EISENHOWER PROPERTY GROUP, L.L.C.**, a Florida limited liability company (the "Grantee") whose mailing address is 111 South Armenia Avenue, Suite 201, Tampa, FL 33609.

WITNESSETH

That Grantor, 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 of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys, and confirms unto the Grantee, all of the Grantor's right, title and interest in and to that certain property (the "Property") situate in Balm, Hillsborough County, Florida, and described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

Folio ID Nos: 088698-0000, 088698-0200, 088698-5551, 088698-7800, 088698-9500, 088698-9510, 088718-0050, 088718-0100, 077970-0000, 088698-7000, 088698-7510, 088698-7700, and 088707-0000.

TOGETHER WITH all tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described Property, with all improvements thereon, unto Grantee in fee simple forever.

AND the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims and demands of all persons whatsoever, subject to a mortgage from Shelley Lakes Mines, Inc., a Florida corporation to James Edward Nettles, III dated August

18, 2008, and recorded in O.R. Book 18816, Page 921, Public Records of Hillsborough County, Florida, as to Parcel 5 only.

WHEREVER used in this Deed, the terms "Grantor" and "Grantee" include the respective heirs, personal representatives, successors and assigns of the parties hereto.

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

SHELLEY LAKES MINE, INC.
a Florida corporation

Witnesses:

Sign: *[Signature]*
Print Name: Philip K. Clarke

[Signature]
By: Reginald Joyner
Its: President

Sign: *[Signature]*
Print Name: Brandy Mayer

STATE OF FLORIDA }
COUNTY OF Hillsborough }

THE FOREGOING INSTRUMENT was acknowledged before me this 8th day of May, 2018, by Reginald Joyner in his capacity as President of Shelley Lakes Mine, Inc. Such individual is personally known to me or has produced FL D/L# J560-738-45-056-D as identification and did not take an oath.

[NOTARY SEAL]



DAVID AGSTER
Commission # GG 115888
Expires June 18, 2021
Bonded Third Budget Notary Service

[Signature]
NOTARY PUBLIC, STATE OF Florida
Print Name: David Agster
Commission Number: GG 115888
My Commission Expires: 06/18/2021

EXHIBIT A

PARCEL 1:

The East 15 feet of the West 405 feet of the North 1/3 of the North 3/4 of the West 1/4 of Section 30, Township 31 South, Range 23 East, Hillsborough County, Florida, less the right of way for State Road 672 (Balm Picnic Road) and the East 105 feet of the West 495 feet of the South 1/2 of the North 2/3 of the North 3/4 of the West 1/4 of Section 30, Township 21 South, Range 21 East, Hillsborough County, Florida.

PARCEL 2:

The East 15 feet of the West 390 feet of the North 1/3 of the North 3/4 of the West 1/4 of Section 30, Township 31 South, Range 23 East, Hillsborough County, Florida, less the right of way for State Road 672 (Balm Picnic Road) and the East 155 feet of the West 390 feet of the South 1/2 of the North 2/3 of the North 3/4 of the West 1/4 of Section 30, Township 21 South, Range 21 East, Hillsborough County, Florida.

PARCEL 3:

The South 909 feet of the following parcel: the East 15 feet of the West 235 feet of the North 1/3 of the North 3/4 of the West 1/4 less State Road No. 672 right of way and the East 175 feet of the West 235 feet of the South 1/2 of the North 2/3 of the North 3/4 of the West 1/4 of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL 4:

The North 330 feet of the South 1369.87 feet of the North 3/4 of the West 1/4 of Section 30, Township 31 South, Range 21 East, and 15 foot wide parcel of land for ingress and egress described as follows: the East 15 feet of the West 60 feet of the North 2689.36 feet of the North 3/4 of the West 1/4 of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL 5:

The East 140 feet of the West 375 feet of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida, less right of way for State Road S 672 and less the South 468.50 feet.

PARCEL 6:

The South 468.50 feet of the East 140 feet of the West 375 feet of the North 1/3 of the North 3/4 of the West 1/4, Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL 7:

The NW 1/4 of the NW 1/4 of Section 31, Township 31 South, Range 21 East, Hillsborough County, Florida, less the South 35 feet for road right of way, and less the West 768 feet of the North 545 feet thereof, and less the East 375 feet of the South 580 feet of said NW 1/4 of the NW 1/4 lying North of Sweet Loop Road.

PARCEL 8:

The West 768 feet of the North 545 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 31 South, Range 21 East, Hillsborough County, Florida, together with an easement for ingress and egress over and across the West 20 feet of the South 200 feet of the North 745 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL 9:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 31 South, Range 20 East, Hillsborough County, Florida; less the South 35 feet for Sweat Loop Road.

PARCEL 10:

The South $\frac{1}{4}$ of the South $\frac{1}{3}$ of the North $\frac{3}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, except from the SW corner of the North $\frac{3}{4}$ of Section 30, Township 31 South, Range 21 East, proceed North along the West line of Section 30, 279 feet, then due East 305 feet, thence due South 279 feet, thence West along the South line of Section 30, 305 feet to the Point of Beginning.

Also, except:

Commence at the NW corner of Section 30, Township 31 South, Range 21 East, run thence S $00^{\circ}05'47''$ W 3829.11 feet, thence S $89^{\circ}21'01''$ E 305.00 feet to the Point of Beginning, thence S $00^{\circ}05'47''$ W 279.00 feet, thence S $89^{\circ}21'01''$ E 148.16 feet, thence N $00^{\circ}05'47''$ E 294.00 feet, thence N $89^{\circ}21'01''$ W 148.16 feet, thence S $00^{\circ}05'47''$ W 15.00 feet to the Point of Beginning.

AND LESS ROAD RIGHT OF WAY

PARCEL 11:

The North $\frac{1}{2}$ of South $\frac{1}{2}$ of the South $\frac{1}{3}$ of the North $\frac{3}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida; and the East 15 feet of the West 30 feet of the North $\frac{3}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, less the East 15 feet of the West 30 feet of the South $\frac{1}{4}$ of the South $\frac{1}{3}$ of the North $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida, less road right of way.

LESS THE FOLLOWING:

Commence at the NW corner of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida, thence S $87^{\circ}43'48''$ E, 30.07 feet; thence S $00^{\circ}05'47''$ W, 3523.30 feet to the Point of Beginning, thence S $89^{\circ}21'01''$ W, 375.52 feet; S $00^{\circ}05'47''$ W, 290.00 feet; thence N $89^{\circ}21'01''$ W, 375.52 feet; thence N $00^{\circ}05'47''$ E, 290.00 feet to the Point of Beginning.

PARCEL 12:

The South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South $\frac{1}{3}$ of the North $\frac{3}{4}$ of the West $\frac{1}{4}$ and the East 15 feet of the West 45 feet of the North 2689.36 feet of the North $\frac{3}{4}$ of the West $\frac{1}{4}$, all lying and being in Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL 13:

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 31 South, Range 20 East, Hillsborough County, Florida.

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida, less the East 1485 feet thereof.

LESS AND EXCEPT FROM ALL OF THE ABOVE:

Lands contained in the Partial Release Mortgage recorded in Official Records Book 18803, Page 1232, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

The East 300 feet of the following described tract: the South $\frac{1}{4}$ of the South $\frac{1}{3}$ of the North $\frac{1}{4}$ of the West $\frac{1}{4}$, of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

And

The East 300 feet of the following described tract: The North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the South $\frac{1}{3}$ of the North $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

And

The East 300 feet of the following described tract: The South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South $\frac{1}{3}$ of the North $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

And

The East 300 feet of the following described tract: The North 330 feet of the South 1369.07 feet of the North $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

The above may also be described as follows:

The East 300 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 31 South, Range 21 East, Hillsborough County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING:

Those portions contained in Warranty Deeds recorded in O.R. Book 25266, page 1448 and O.R. Book 25299, Page 1717, Public Records of Hillsborough County, Florida.

ATTACHMENT C

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE BALM GROVE 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, Balm Grove, LLC, a Florida limited liability company ("**Petitioner**"), has filed a Petition to Establish the Balm Grove 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 Balm Grove 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 Balm Grove 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: Jeff Hills, Ryan Motko, Steve Luce, Nick Dister and Albert Viera.

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 _____, 2021.

CINDY STUART, CLERK

BY:

Deputy Clerk

APPROVED BY COUNTY ATTORNEY AS
TO FORM AND LEGAL SUFFICIENCY

BY:

Nancy Y. Takemori
Assistant County Attorney