



Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date July 26, 2022

Consent Section
 Regular Section
 Public Hearing

Subject: CDD 22-0661 PETITION TO EXPAND THE SHERWOOD MANOR COMMUNITY DEVELOPMENT DISTRICT (CDD)			
Agency/Department: Development Services Department, Community Development Section			
Contact Person: Brian Grady		Contact Phone: 276-8343	
Sign-Off Approvals			
	7/18/22		7/13/2022
<small>Deputy County Administrator</small>	<small>Date</small>	<small>Department Director</small>	<small>Date</small>
	7/18/22		7/13/2022
<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

Approve expansion of the Sherwood Manor 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 of \$23,713,387 budgeted for CDD-qualified common area infrastructure development costs (“common costs”), it is estimated that \$10, 582,316 (or about 45%) of total development 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 March 9, 2021 the Board of County Commissioners (Board) adopted Ordinance 21-8 establishing the Balm Grove Community Development District (CDD). On March 16, 2022, the CDD petitioned Hillsborough County to expand further the boundaries of the District. The applicant’s representatives is Brian Lamb.

The area of expansion will be ± 45.778 acres. The revised Balm Grove CDD will be +225.498 acres. It is generally located between 6th Street SE and 15th Street SE and north of 21st Avenue SE in Ruskin. See Attachment A for the proposed CDD’s location. The new expanded CDD area will consist of portions of the following folios:

55608.0000	55318.0000		
55605.0000	55317.0000		
55609.0000			
55616.0100			

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

BACKGROUND - Continued:

The CDD expansion area is located within Planned Development (PD) zoning district PD which permits a total of 974 single family detached units (with minimum lot sizes of 3,520 sq. ft., 4,000 sq. ft., 5,000 sq. ft., 6,000 square feet and 7,000 square feet with minimum lot widths of 32, 40, 50, 60 and 70 feet, respectively). It is anticipated the expansion area will contain 138 single-family detached lots with lot widths between 50' and 60'.

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

The petition identifies the total CDD-qualified common cost of improvements in the expansion area as being approximately \$9,660,000. 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>Prior Total Cost Estimate (2)</u>	<u>Expansion Area Costs (3)</u>	<u>Total Budget (4)</u>
Professional & Permitting Fees	\$ 1,330,495	\$ 0	\$ 1,330,495
Roads	3,170,188	2,898,000	6,068,188
Water Supply	1,108,457	0	1,108,457
Sewer and Wastewater Management	1,685,885	0	1,685,885
Water Management and Control	4,018,362	0	4,018,362
Stormwater	0	2,484,000	2,484,000
Undergrounding of Electrical Lines	240,000	0	240,000
Utilities	0	1,656,000	1,656,000
Landscaping/Irrigation/Hardscape	2,500,000		2,500,000
Parks & Recreation	0	993,600	993,600
Offsite Management	<u>0</u>	<u>248,400</u>	<u>248,400</u>
Subtotal CDD Project Costs	14,053,387	8,280,000	22,333,387
Private Development Costs	<u>0</u>	<u>1,380,000</u>	<u>1,380,000</u>
Total Project Costs	\$ 14,053,387	\$ 9,660,000	\$ 23,713,387

(2) Cost projections as provided in the Capital Improvement Plan section of the official statement for the \$21,435,000 Series 2022 Special Assessment Bonds (the "2022 Bonds"). The Series 2022 Bonds will fund eligible costs associated with the "West Parcel" and the "East Parcel", also described in the official statement for the 2022 Bonds.

(3) The Expansion Area is comprised of the "South Parcel", as described in the official statement for the 2022 Bonds. Cost projections as provided for in the Financial Review submitted as part of the CDD expansion application package.

(4) Sum of Columns 2 and 3

BACKGROUND - Continued:

Financing Summary:

The Petitioner has applied to expand the District boundaries by approximately 45.778 acres (or about 25% of its current acreage) in order to create a more uniform land area; it is anticipated that 138 single family homes will be located within the boundaries of the expansion parcel. The lands comprising the expansion area are currently undeveloped and unassessed.

The intent of the Petitioner is to use a variety of funding sources including, but not limited to, future short- and/or long-term CDD bond issues, equity financing and conventional bank financing to pay for improvements within the expansion area; such improvements will directly benefit landowners located within the boundaries of the expansion area. At this time, the Petitioner is planning to issue \$3,355,000 in long-term CDD bonds in order to pay for a portion of the projected \$9,660,000 in expansion area improvements. Long-term CDD bonds are repaid over a period of 30 years via annual assessments levied on the landowner; the developer bears no responsibility for repayment of long-term CDD debt assessed on land owned by others. Of the total \$23,713,387 budgeted for development costs, approximately \$10,582,316 (or about 45%) of infrastructure development costs will be financed with CDD Bonds. It is anticipated that the expansion area will contain 138 single-family detached lots ranging in width from 50' to 60', and that annual assessments to all homeowners will range from \$1,750/lot to \$2,100/lot. A complete CDD financing summary is shown below.

Projected Inflows from Issuance of Bonds:

Bond Proceeds (equal to the issuance amount)	\$3,355,000
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Projected Uses of Funds Received:

Construction of Infrastructure Improvements (1)	\$2,467,511
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Capitalized Interest (for approximately 12 months)	452,925
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Debt Service Reserve Fund (7.86% of the issuance amount)	263,694
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Underwriter's Discount (2% of the issuance amount)	67,100
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Costs of Issuance	100,000
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Rounding	<u>3,770</u>
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Total Projected Uses of Bond Proceeds	\$3,355,000
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Lot Mix and Projected Assessments

It is anticipated that the expansion area will contain 138 single-family detached lots ranging in width from 50' to 60', and that annual assessments to all homeowners will range from \$1,750/lot to \$2,100/lot.

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

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.

BACKGROUND - Continued:

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

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

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

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

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

Review Performed by County

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

Review Performed by the District's Financial Consultant

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

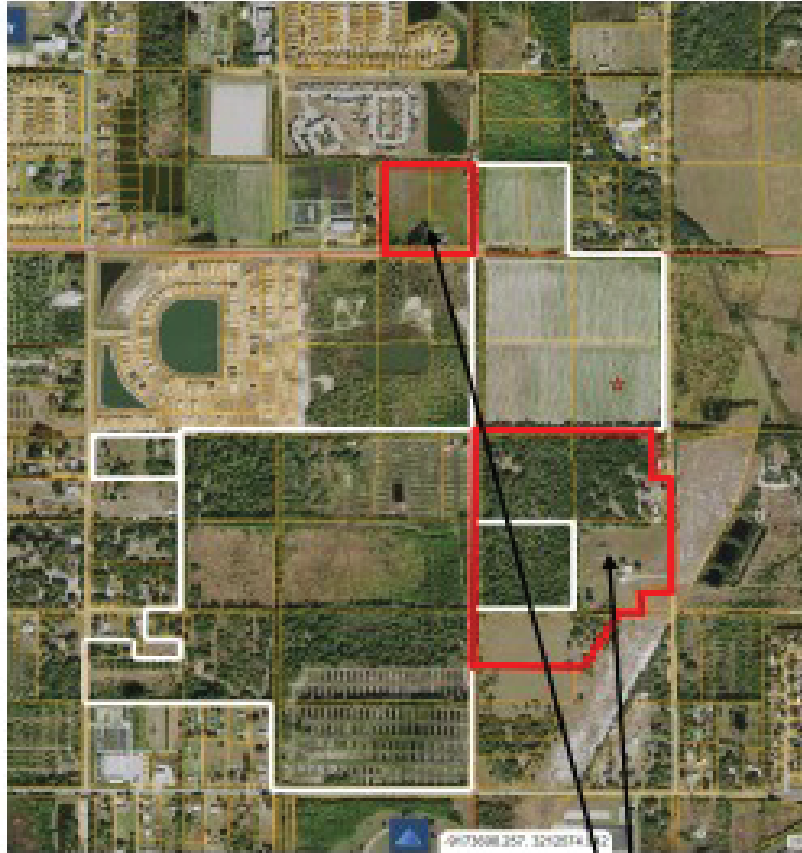
Role of the Underwriter

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

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

ATTACHMENT A

Aerial Map

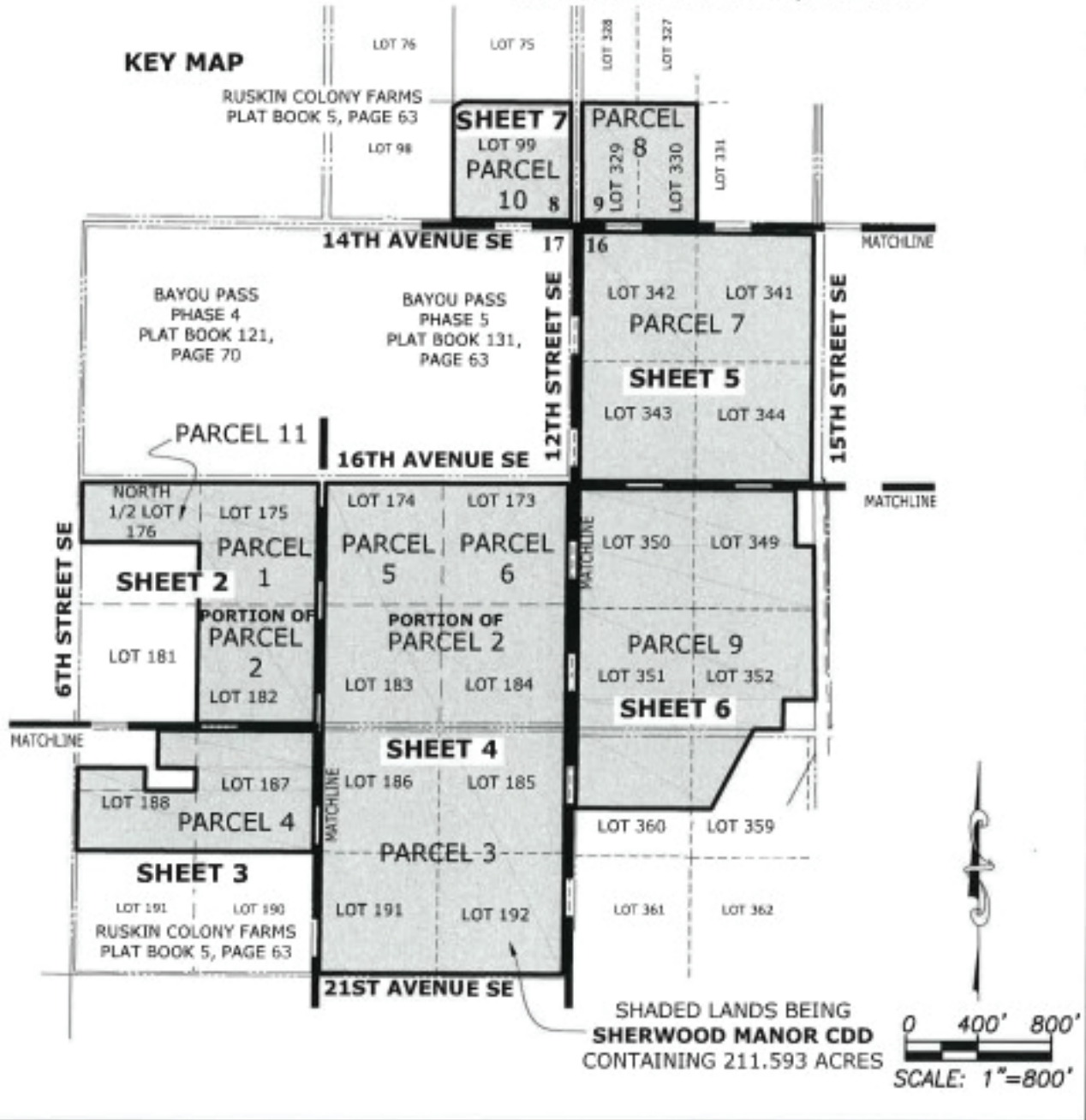


SHERWOOD MANOR
EXPANSION AREAS

THIS IS NOT A SURVEY

SECTIONS 8, 9, 16 & 17, TOWNSHIP 32 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

KEY MAP



SHERWOOD MANOR COMMUNITY DEVELOPMENT DISTRICT

SM-RUSKIN DEVELOPMENT, INC.

SCALE AS SHOWN	DATE 01/11/2022	JOB No. 00069-2019-5178			
DRAWN GB	CHECKED GB	SECTION 8,9,16,17	TOWNSHIP 32S	RANGE 19E	

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description are valid without the original
signature and seal of a Florida Licensed Surveyor and Mapper.



4921 Memorial Highway
One Memorial Center, Suite 190
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License 13510

GREG BAKSIS

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS8698
CERTIFICATE OF AUTHORIZATION No. LB 2810

22-061

**CONSENT AND JOINDER OF LANDOWNER
TO THE EXPANSION OF THE SHERWOOD MANOR 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 the Sherwood Manor Community Development District ("Petitioner") intends to submit a petition to expand the Sherwood Manor 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 Sherwood Manor Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the expansion of the Sherwood Manor Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the expansion of the Sherwood Manor 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 expansion of the Community Development District.

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

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

(SIGNATURE PAGE TO FOLLOW)

Executed this 11th day of February, 2022.

Witnessed:

EPG Ruskin, LLC, a Florida Limited Liability Company

M Campbell

[Signature]

Print Name: Michelle M Campbell

By: Nicholas J. Dister

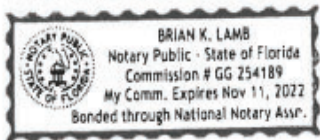
Its: Authorized Representative

[Signature]

Print Name: Kelley Cato Jubeau

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of February, 2022, by Nicholas Dister, as Authorized Representative of EPG Ruskin LLC. He/She is personally known to me, or has produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

Exhibit A: Legal Descriptions/Folios

Exhibit A to Consent & Joinder of Landowner

ID	Folio #	Approximate Acreage	Owner of Record
1	055608.0000	9.75	EPG Ruskin, LLC
2	055605.0000	9.12	EPG Ruskin, LLC
3	055609.0000	9.3	EPG Ruskin, LLC
4	055616.0100	7.57	EPG Ruskin, LLC
5	055318.0000	4.3	EPG Ruskin, LLC
6	055317.0000	5.06	EPG Ruskin, LLC

Prepared by and Return To:
Dana Dossey
Masterpiece Title, a division of LandCastle Title
Group, LLC
15302 Casey Road
Tampa, FL 33624

Order No.: MP7121-00968

APN/Parcel ID(s): 556080000

WARRANTY DEED

THIS WARRANTY DEED dated December 22, 2021, by George A. Vilches, Sr. and Kathleen L. Vilches, his wife, hereinafter called the grantor, to EPG Ruskin LLC, a Florida limited liability company, whose post office address is 111 S. Armenia Ave, Suite 201, Tampa, FL 33609, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal 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:

Lot 350, Map of Ruskin Colony Farms, according to the map or plat thereof, as recorded in Plat Book 5, Page 63, of the Public Records of Hillsborough County, Florida.

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.

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, 2021.

WARRANTY DEED
(continued)

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

Signed, Sealed and Delivered in the presence of:

Deanna P. Campbell
Witness Signature
Deanna P. Campbell

Print Name

Lourdes M. Gomez
Witness Signature
Lourdes M. Gomez

Print Name

George A. Vilches Sr.
George A. Vilches, Sr.

Kathleen L. Vilches
Kathleen L. Vilches

Address: 8218 Crenshaw Circle
Tampa, FL 33615

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 November, 2021, by George A. Vilches Sr. and Kathleen L. Vilches, to me known to be the person(s) described in or who has/have produced DELICIOUS as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Deanna P. Campbell
NOTARY PUBLIC
My Commission **Deanna P. Campbell**



Prepared by, record and return to:
Robert L. Barnes, Jr., Esquire
Robert L. Barnes, Jr., P.L.
111 S. Armenia Ave., Ste. 202
Tampa, Florida 33609

QUIT CLAIM DEED

THIS INDENTURE is made this 1st day of June, 2021, by and between **SM-Ruskin Development, LLC**, a Florida limited liability company, whose mailing address is: 111 South Armenia Ave, Suite 201, Tampa, FL 33609 ("Grantor") and **EPG-Ruskin, LLC**, a Florida limited liability company, whose mailing address is: 111 South Armenia Ave, Suite 201, Tampa, FL 33609 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable considerations, lawful money of the United State of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to Grantee, its successors and assigns forever, all the right, title, interest and claim of Grantor in and to the following described land in Hillsborough County, Florida, to-wit:

See Exhibit "A."

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, and its successors and assigns, forever.


IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

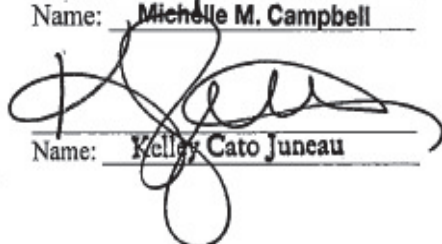
Signed, sealed and delivered
in the presence of:


GRANTOR:

WITNESSES:

SM-Ruskin Development, LLC,
a Florida limited liability company


Name: Michelle M. Campbell

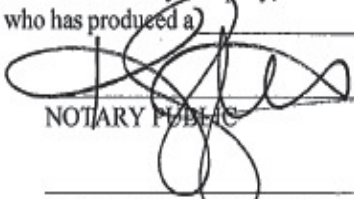

Name: Kelly Cato Juneau

By: 
Printed Name: Nicholas J. Dister
Title: Authorized Representative

(Notary paragraph intentionally appears on next page.)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of MAY, 2021, by Nicholas J. Dister, as the Authorized Representative of SM-Ruskin Development, LLC, a Florida limited liability company, on behalf of the company, (check one) who is personally known to me or who has produced a _____ as identification.



NOTARY PUBLIC

(Print, Type or Stamp Name)

My Commission Expires:



Exhibit "A"

Legal Description

Parcel 1 (Jones)

Lot 352 , LESS the East 140.00 feet of the South 160.00 feet thereof, of MAP OF RUSKIN COLONY FARMS, according to the plat thereof as recorded in Plat Book 5, Page 63, of the Public Records of Hillsborough County, Florida.

Parcel 2 (PERF)

Lot 99 of MAP OF RUSKIN COLONY FARMS, according to the Plat thereof as recorded in Plat Book 5, Page(s) 63, of the Public Records of Hillsborough County, Florida, in Section 8, Township 32 South, Range 19 East; LESS a triangular plot in the Northwest corner of said Lot 99, beginning at the said Northwest corner and extending 52 1/2 feet East on the North border of said Lot 99, then extending Southwesterly to the Western border of said Lot 99; thence 30 feet North on the said Western border to the point of beginning; also LESS the East 300 feet of Lot 99.

AND

The East 300 feet of Lot 99 in the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 32 South, Range 19 East, MAP OF RUSKIN COLONY FARMS, according to the Plat thereof as recorded in Plat Book 5, Page(s) 63, of the Public Records of Hillsborough County, Florida.

Parcel 3 (Vilches)

Tract 351 MAP OF RUSKIN COLONY FARMS ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

Parcel 4 (Bradbury)

Lot 349, LESS the North 300 feet of the East 100 feet thereof, MAP OF RUSKIN COLONY FARMS, according to the map or plat thereof as recorded in Plat Book 5, Page 63, of the Public Records of Hillsborough County, Florida.

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

FILE NO.: BY812010067
Parcel ID: 055616.0100

CONSIDERATION: \$700,000.00
DOCUMENTARY TAX: \$ 3,500.00

Warranty Deed

This Warranty Deed, made and executed the 25 day of May, 2021, by **Andrew C. Fleming and Stacy Mauch Fleming, husband and wife**, whose post office address is 1803 15th Street SE, Ruskin, FL 33570, (hereinafter referred to as "Grantor") to **EPG Ruskin, 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 2021 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, 2019, restrictions and easements of record, if any.

SIGNATURES ON PAGE TWO

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:



Signature

Christopher McGuire

Printed Name



Signature

Marie Kersting

Printed Name



Signature

Andrew C. Fleming



Signature

Stacy Mauch Fleming

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of May 2021, by Andrew C. Fleming and Stacy Mauch Fleming, who are:

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



Notary Public



My Commission Expires:

(SEAL)

SCHEDULE "A"
LEGAL DESCRIPTION

A portion of Tracts 359 and 360 of RUSKIN COLONY FARMS as recorded in Plat Book 5, Page 63, of the Public Records of Hillsborough County, Florida, described as follows:

Commence at the Northwest corner of Section 16, Township 32 South, Range 19 East; thence South along the West line of said Section 16, Township 32 South, Range 19 East; a distance of 2719.66 feet; thence N 89°54'36" E; a distance of 30.00 feet to the Point of Beginning (P.O.B.) being the Northwest corner of Tract 360, RUSKIN COLONY FARMS. Thence N 89°54'36" E, along the Northerly boundary of said Tract 360; a distance of 648.97 feet to the Northeast corner of said Tract 360; thence continue N 89°54'36" E, along the Northerly boundary of Tract 359, a distance of 301.33 feet to the Westerly boundary of Tampa Electric Company easement; thence S 28°16'49" W, along said Westerly boundary a distance of 438.69 feet to the Southeast corner of said parcel; thence S 89°54'36" W, a distance of 742.46 feet to the Southwest corner of said parcel; thence North along the Westerly boundary of said Tract 360, a distance of 386.0 feet to the Point of Beginning (P.O.B.).

Together with a parcel of land 20 feet wide for ingress and egress more particularly described as follows:

Commencing at the Northwest corner of Lot 359 of Map of RUSKIN COLONY FARMS as recorded in Plat Book 5, Page 63, of the Public Records of Hillsborough County, Florida, run thence N 89°54'36" E, (along the North boundary of said Lot 359) a distance of 301.33 feet to a Point of Beginning. From said Point of Beginning run thence N 89°54'36" E, (along North boundary of said Lot 359) a distance of 357.64 feet, thence, run S 00°48'42" E, (along East boundary of said Lot 359) a distance of 20 feet, thence run S 89°54'36" W, a distance of 368.69 feet, thence run N 89°16'49" E, a distance of 22.72 feet to said Point of Beginning.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 20-6 OF THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS; EXPANDING THE BOUNDARIES OF THE SHERWOOD MANOR COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING THE EXPANDED BOUNDARIES OF THE DISTRICT; PROVIDING THAT ALL OTHER PROVISIONS OF ORDINANCE 20-6 SHALL REMAIN EFFECTIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sherwood Manor Community Development District was created by Hillsborough County Ordinance No. 18-7, subsequently expanded by Hillsborough County Ordinance 20-6 approved by the Hillsborough County Board of County Commissioners on March 10, 2020, and encompasses 180 acres, more or less; and

WHEREAS, Sherwood Manor Community Development District (the "District"), has petitioned the Board of County Commissioners of Hillsborough County (the "County") to adopt an ordinance expanding the District pursuant to Chapter 190, Florida Statutes, to add approximately 45 acres to the District; and

WHEREAS, the real property constituting the approximately 45 acres is described in the attached Exhibit "A"; and

WHEREAS, the owners of the approximately 45 acres to be added to the District, as described in Exhibit "A," have consented in writing to the inclusion of such property within the boundaries of the District; and

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

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

WHEREAS, the County has held a public hearing on the Petition in accordance with the requirements and procedures of Sections 190.046(1)(b), Fla. Stats.; 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 ____, 2022 AS FOLLOWS:

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

1. the "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;

2. all statements contained in the Petition are true and correct;

3. the expansion 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 expanded District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community;

5. the expansion 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 expanded 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 expanded District is amenable to separate, special-district government; and

8. the granting of the Petition complies with the requirements of Chapter 190, Florida Statutes; and

9. upon adoption of this Ordinance, all provisions of County Ordinance No. 20-6 will continue to be effective, except as modified herein.

SECTION 2. CONCLUSIONS OF LAW.

1. This proceeding is governed by Chapter 190, Fla. Stat.;

2. The County has jurisdiction pursuant to Sections 190.005 (2) and 190.046(1)(b), Fla. Stats.; and

3. The granting of the Petition complies with the dictates of Chapter 190, Fla. Stats.

SECTION 3. BOUNDARY EXPANSION. The area of land described in the attached Exhibit "A" is hereby added to and included within the geographical boundaries of the District. Accordingly, all of the real property identified in Exhibit "B," encompassing 225 acres, more or less, is now designated as land within the District.

SECTION 4. 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. Except as modified herein, all provisions of previously adopted County Ordinance No. 20-6 shall remain in effect.

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

Adopted this ___ day of _____, 2022.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

WITNESS my hand and official seal this ___ day of _____, 2022.

CINDY STUART, CLERK

BY: _____

Deputy Clerk

APPROVED BY COUNTY ATTORNEY AS
TO FORM AND LEGAL SUFFICIENCY

BY: _____
Nancy Y. Takemori
Assistant County Attorney

