

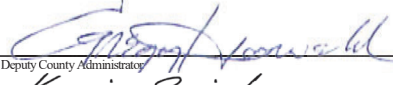
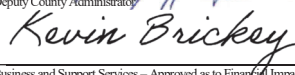
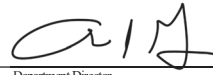



Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date July 26, 2022

☐ Consent Section ☐ Regular Section ☒ Public Hearing

Subject: CDD 22-0551 PETITION TO ESTABLISH THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT (CDD)			
Agency/Department: Development Services Department, Community Development Section			
Contact Person: J. Brian Grady		Contact Phone: 276-8343	
Sign-Off Approvals			
		7/18/2022	
Deputy County Administrator		Date	
		7/18/22	
Business and Support Services – Approved as to Financial Impact Accuracy		Date	
		7/12/2022	
Department Director		Date	
		7/12/2022	
County Attorney – Approved as to Legal Sufficiency		Date	

STAFF'S RECOMMENDED BOARD MOTION

Establish the Waterset South 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 \$122,547,611 budgeted for CDD-qualified common area infrastructure development costs (“common costs”), it is estimated that about \$25,175,600 (or 21%) 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 February 16, 2022 NNP Southbend II, LLC petitioned Hillsborough County to establish the Waterset South Community Development District (CDD). On June 24, 2022 the petition was amended to remove the “Potential CDD Expansion Parcel” from the request. The Waterset South CDD will be ±758.88 acres. It is generally located west of I-75, north of 19th Avenue N.W., east of U.S. 41, south of Stake Tomato Road in the Southshore area to east of Apollo Beach. Please see Attachment A for the proposed CDD’s location. The CDD will consist of the following folios:

54244.0025			
54172.0000			
54244.0000			
54165.0100			
54235.0000			
54244.0100			

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 14-0815. The PD district permits a total of 6,428 single-family detached, single-family attached and multi-family residential 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 170 single-family attached units, and 1,420 single-family detached lots ranging from 40' to 70' in width.

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 \$122,547,611. 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>
General Conditions	\$1,883,460
Clearing and Earthwork (excluding lots)	24,114,175
Roadway/Curb and Gutter	16,206,223
Sanitary Sewer Collection System	10,575,557
Water Distribution System	7,069,079
Reclaimed Water Distribution System	6,024,633
Stormwater Management	21,762,828
19 th Avenue Improvements	4,600,000
Landscaping/Irrigation	2,843,600
TECO Pole Relocations	475,000
Entry Features	1,800,000
Amenities	5,800,000
Professional Services	8,252,364
Contingency (10%)	11,140,692
Total Project Costs	\$122,547,611

Financing Summary:

The intent of the Petitioner is to use a mix of long-term CDD bonds 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. Therefore, the financial capacity and willingness of the

BACKGROUND - Continued:

developer to assume financial responsibility for the debt through the time of transfer of the land to homebuyers is of concern. Of the total \$122,547,611 budgeted for common area infrastructure development costs (“common costs”), it is estimated that \$25,175,600 (or about 21%) will be financed with CDD Bonds and that the balance will be funded with conventional bank financing and/or owner’s equity. It is anticipated that the development will consist of approximately 170 single-family attached units, and 1,420 single-family detached lots ranging from 40’ to 70’ in width. Annual assessments are expected to range from about \$612/unit (for the attached product) to about \$2,100/lot (for 70’ single-family detached lots). A complete CDD financing summary follows.

Projected Inflows from Issuance of Bonds:

Bond Proceeds (equal to the par amount)	\$29,800,000
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Projected Uses of Funds Received:

Underwriter’s Discount (3% of the par amount)	\$596,000
Cost of Issuance	600,000
Debt Service Reserve Fund (about 7.8% of par amount)	1,938,421
Capitalized Interest (for approximately 24 months)	1,490,000
Construction of Infrastructure Improvements (1)	25,175,579

Total Projected Uses of Bond Proceeds	\$29,800,000
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(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 170 villa units, 264 40’ single-family detached lots, 638 50’ single-family detached lots, 412 60’ single-family detached lots, and 106 70’ single-family detached lots. Annual assessments will range from about \$612/unit (for villas) to about \$2,100/lot (for 70’ single-family detached lots).

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

The District will be managed by District Supervisors selected by qualified electors of the District. The initial Board of Supervisors includes Doug South, Alex McLeod, Lynda McMorrow, Lenny Woster and Pete Williams. The District landowners control the entity which provides services and levies the funds to pay for these services. In accordance with 190.006, F.S., the residents of the District will begin to assume control of the CDD commencing six years after the initial appointment of the CDD board by the landowners. The County is not involved in the management or financial responsibilities of the District. The applicant has provided a deed documenting that 100 percent of the real property included in the CDD is in their control, as required by Chapter 190, F.S.

BACKGROUND - Continued:

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.

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 Waterset South CDD. 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

BACKGROUND - Continued:

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.



ATTACHMENT B

CONSENT TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

As of March 15, 2022 the undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned, Cardel FL Homes, LLC, a Florida limited liability company ("Builder"), has acquired title to certain lands pursuant to a separate written agreement between Builder and NNP-Southbend II, LLC ("Petitioner").

The Petitioner has submitted an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the 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 the 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 reasonable documentation necessary or convenient to evidence this consent 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 a written revocation is issued, 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 requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

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 by the person executing this instrument.

[signatures on following page]

Executed this 15th day of March, 2022.

WITNESSES:

CARDEL FL HOMES, LLC,
a Florida limited liability company

Dean Hill
Name: DEAN HILL

Stephanie Hinson
Name: Stephanie Hinson

By: [Signature]
Kent Hollman,
Florida Regional President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this day, before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Kent Hollman, as Florida Regional President of Cardel FL Homes, LLC, a Florida limited liability company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 15 day of March, 2022.

[Signature]
Notary Public

Personally known: ☒
Produced Identification: _____
Type of Identification: _____



STEPHANIE E HINSON
Commission # GG 289184
Expires February 22, 2023
Bonded Thru Budget Notary Services

EXHIBIT A

Lots 1, 2, 3, 4, 9, 25, 26, 27, 28, 33, 34, 35 and 36, Block 1 and Lots 1 and 2, Block 3, Waterset Wolf Creek Phases A and D1 and Waterset Boulevard TECO Extension and Covington Garden Drive TECO Extension, according to the map or plat thereof as recorded in Plat Book 142, Pages 12 through 31, inclusive, of the Public Records of Hillsborough County, Florida.

**CONSENT TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

As of April 20, 2022 the undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned, Weekley Homes, LLC, a Delaware limited liability company ("Builder"), has acquired title to certain lands pursuant to a separate written agreement between Builder and NNP-Southbend II, LLC ("Petitioner").

The Petitioner has submitted an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the 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 the 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 reasonable documentation necessary or convenient to evidence this consent 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 a written revocation is issued, 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 requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

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 by the person executing this instrument.

[signatures on following page]

Executed this 20 day of April, 2022.

WITNESSES:

WEEKLEY HOMES, LLC,
a Delaware limited liability company

Cindy Moody
Name: Cindy Moody

Dominick Villano
Name: Dominick Villano

By: Grace Atkins
Grace Atkins,
Finance Coordinator

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that on this day, before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Grace Atkins, as Finance Coordinator of Weekley Homes, LLC, a Delaware limited liability company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 20 day of April, 2022.



Meghen Martinez
Notary Public

Personally known: X
Produced Identification: _____
Type of Identification: _____

EXHIBIT A

Lots 43, 44, 45, 46, 47, 48, 49, 50 and 51, Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, Lots 18, 19, 20 and 21, Block 3, Lots 1, 2, 3, 7, 8, 9, 13, 14, 15 and 16, Block 4 and Lot 1, Block 5, Waterset Wolf Creek Phases A and D1 and Waterset Boulevard TECO Extension and Covington Garden Drive TECO Extension, according to the map or plat thereof as recorded in Plat Book 142, Pages 12 through 31, inclusive, of the Public Records of Hillsborough County, Florida.

**CONSENT TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

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

The undersigned, NNP-Southbend II, LLC, a Florida limited liability company ("Petitioner"), is authorized to perform certain actions necessary to entitle and develop the Property, for itself and pursuant to a separate written agreement between Petitioner and Suburban Land Reserve, Inc.

The Petitioner intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the 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 the 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 reasonable documentation necessary or convenient to evidence this consent 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 a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest, other than Petitioner, of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

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 by the person executing this instrument.

[signatures on following page]

Executed this 16th day of December, 2021.

WITNESSES:

NNP-Southbend II, LLC
a Delaware limited liability company

Stacy N. Baker
Name: Stacy N. Baker

By: [Signature]
Name: Alex McLeod
Title: Regional President

Lisa Budronis
Name: Lisa Budronis

STATE OF Florida
COUNTY OF Hillsborough

I hereby certify that on this day, before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex McLeod, as Regional President of NNP-Southbend II, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 16th day of December, 2021.

Lisa Budronis
Notary Public

Personally known: _____
Produced Identification: _____
Type of Identification: _____

Exhibit A: Property Description

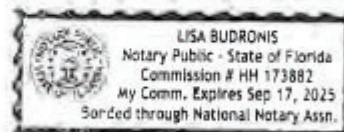


Exhibit A

WATERSET TAMPA ELECTRIC COMPANY CONVEYANCE PARCEL "D-2A" TO NNP-SOUTHBEND II, LLC

DESCRIPTION: That part of the Tampa Electric Company Property as described in Warranty Deed, as recorded in Official Records Book 2493, Page 685, of the Public Records of Hillsborough County, Florida, lying in Section 26, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 26, also being the Southwest corner of said Tampa Electric Company Property, run thence along the West boundary of the Southwest 1/4 of said Section 26 and the West boundary of said Tampa Electric Company Property, the following two (2) courses: 1) N.00°36'55"E., 2025.40 feet to the **POINT OF BEGINNING**; 2) continue N.00°36'55"E., 7.62 feet to a point on a curve, also being the Southwest corner of Special Warranty Deed, as recorded in Official Records Book 18845, Page 459 of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, Easterly, 389.84 feet along the arc of a curve to the left having a radius of 1672.00 feet and a central angle of 13°21'33" (chord bearing N.75°13'04"E., 388.96 feet) to the Southeast corner of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, also being a point on the East boundary of the aforesaid Tampa Electric Company Property and also being a point on the East boundary of the West 375.00 feet of the South 1/2 of the aforesaid Section 26; thence along said East boundary of Tampa Electric Company Property and said East boundary of the West 375.00 feet of the South 1/2 of Section 26, S.00°36'55"W., 41.32 feet to a point on a curve; thence Westerly, 382.23 feet along the arc of a curve to the right having a radius of 1672.00 feet and a central angle of 13°05'54" (chord bearing S.80°06'19"W., 381.40 feet) to the **POINT OF BEGINNING**.

Containing 0.207 acres, more or less.

WATERSET TAMPA ELECTRIC COMPANY CONVEYANCE PARCEL "D-2B" TO NNP-SOUTHBEND II, LLC

DESCRIPTION: That part of the Tampa Electric Company Property as described in Warranty Deed, as recorded in Official Records Book 2493, Page 685, of the Public Records of Hillsborough County, Florida, lying in Section 26, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 26, also being the Southwest corner of said Tampa Electric Company Property, run thence along the West boundary of the Southwest 1/4 of said Section 26, the following three (3) courses: 1) along the West Boundary of said Tampa Electric Company Property, N.00°36'55"E., 2033.02 feet to the Southwest corner of Special Warranty Deed, as recorded in Official Records Book 18845, Page 459 of the Public Records of Hillsborough County, Florida; 2) along the Westerly boundary of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, continue N.00°36'55"E., 145.84 feet to the Northwest corner of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, for a **POINT OF BEGINNING**; 3) along the aforesaid West boundary of Tampa Electric Company Property, continue, N.00°36'55"E., 1.94 feet to a point on a curve; thence Easterly, 21.21 feet along the arc of a curve to the left having a radius of 1517.00 feet and a central angle of 00°48'04" (chord bearing N.85°50'54"E., 21.21 feet) to a point on a curve on the Northerly boundary of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459; thence along said Northerly boundary of Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, Westerly, 21.46 feet along the arc of a curve to the right having a radius of 1528.00 feet and a central angle of 00°48'17" (chord bearing S.80°39'58"W., 21.46 feet) to the **POINT OF BEGINNING**.

Containing 21 Square Feet, more or less.

**WATERSET
TAMPA ELECTRIC COMPANY
CONVEYANCE PARCEL "E-2"
TO NNP-SOUTHBEND II, LLC**

DESCRIPTION: That part of the Tampa Electric Company Property as described in Warranty Deed, as recorded in Official Records Book 2493, Page 685, of the Public Records of Hillsborough County, Florida, lying in Section 26, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 26, also being the Southwest corner of said Tampa Electric Company Property, run thence along the West boundary of the Southwest 1/4 of said Section 26 and the West boundary of said Tampa Electric Company Property, the following two (2) courses: 1) N.00°36'55"E., 610.29 feet to the **POINT OF BEGINNING**; 2) continue N.00°36'55"E., 106.01 feet; thence EAST, 375.02 feet to a point on the East boundary of said Tampa Electric Company Property, also being a point on the East boundary of the West 375.00 feet of the South 1/2 of the aforesaid Section 26; thence along said East boundary of the Tampa Electric Company Property and said East boundary of the West 375.00 feet of the South 1/2 of Section 26, S.00°36'55"W., 106.01 feet; thence WEST, 375.02 feet to the **POINT OF BEGINNING**.

Containing 0.913 acres, more or less.

**WATERSET - WOLF CREEK
2020 TAKEDOWN PARCEL**

DESCRIPTION: A parcel of land lying in Sections 27, 28, 33 and 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Section 34, S.00°33'49"W., 2000.00 feet; thence N.53°30'00"W., 2863.38 feet; thence WEST, 3944.86 feet to a point on the Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc. (formerly Atlantic Coast Line Railroad and Seaboard Coast Line Railroad) per Right-of-Way and Track Map V19 FLA (4); thence along said Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc., N.28°37'13"E., 3399.50 feet to a point on the North boundary of the South 1/2 of the aforesaid Section 27; thence along said North boundary of the South 1/2 of Section 27, S.89°16'50"E., 4666.51 feet to the Northeast corner of the Southeast 1/4 of said Section 27; thence along the East boundary of said Southeast 1/4 of Section 27, S.00°36'55"W., 2628.98 feet to the **POINT OF BEGINNING**.

**WATERSET - WOLF CREEK
2021 TAKEDOWN PARCEL 3**

DESCRIPTION: A parcel of land lying in Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of said Section 34, the following two (2) courses: 1) S.00°33'49"W., 2000.00 feet to the Southeast corner of the Property described in Special Warranty Deed and recorded in Instrument Number 2020536244, of the Public Records of Hillsborough County, Florida and said point also being the **POINT OF BEGINNING**; 2) continue S.00°33'49"W., 569.24 feet to the Southeast corner of said Northeast 1/4 of said Section 34; thence along the South boundary of said Northeast 1/4 of said Section 34, N.89°13'38"W., 1261.66 feet; thence S.36°30'00"W., 2263.77 feet; thence SOUTH, 718.51 feet to a point on the Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST; thence along said Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, the following five (5) courses: 1) N.88°43'57"W., 202.57 feet; 2) S.01°16'03"W., 5.00 feet; 3) N.88°43'57"W., 600.00 feet; 4) N.01°16'03"E., 15.00 feet; 5) N.88°43'57"W., 80.34 feet; thence N.18°00'00"E., 457.58 feet; thence NORTH, 580.00 feet; thence N.20°00'00"W., 1060.00 feet; thence N.03°00'00"E., 589.30 feet; thence S.83°00'00"E., 180.89 feet; thence N.14°00'00"E., 500.00 feet; thence N.05°00'00"E., 892.60 feet; thence N.36°30'00"E., 100.00 feet; thence N.11°00'00"E., 574.98 feet; thence N.54°06'00"W., 285.29 feet to a point on the Southerly boundary of the aforesaid Property described in Special Warranty Deed and recorded in Instrument Number 2020536244; thence along said Southerly boundary of the Property described in Special Warranty Deed and recorded in Instrument Number 2020536244, the following two (2) courses: 1) EAST, 1068.31 feet; 2) S.53°30'00"E., 2863.38 feet to the **POINT OF BEGINNING**.

**CONSENT TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

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

The undersigned, under certain conditions being met and pursuant to a separate written agreement, has authorized NNP-Southbend II, LLC, a Florida limited liability company ("Petitioner") to perform certain actions necessary to entitle and develop the Property, all pursuant to said separate written agreement.

The undersigned understands and acknowledges that Petitioner intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the 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 the 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 reasonable documentation necessary or convenient to evidence this consent 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 a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest, other than Petitioner, of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form from the next purchaser or successor in interest that is not Petitioner.

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 by the person executing this instrument.

[signatures on following page]

Executed this 20 day of September, 2021.

WITNESSES:

Suburban Land Reserve, Inc.
a Utah corporation

Nick Anderson
Name: Nick Anderson

By: R. Steven Romney
Name: R. Steven Romney
Title: President

Marilyn E. Nielson
Name: Marilyn E. Nielson

N/A

STATE OF Utah
COUNTY OF Salt Lake

I hereby certify that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared R. Steven Romney, as President of Suburban Land Reserve, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 20 day of Sept., 2021.



Marilyn E. Nielson
Notary Public

Personally known: ☒
Produced Identification: _____
Type of Identification: _____

Exhibit A

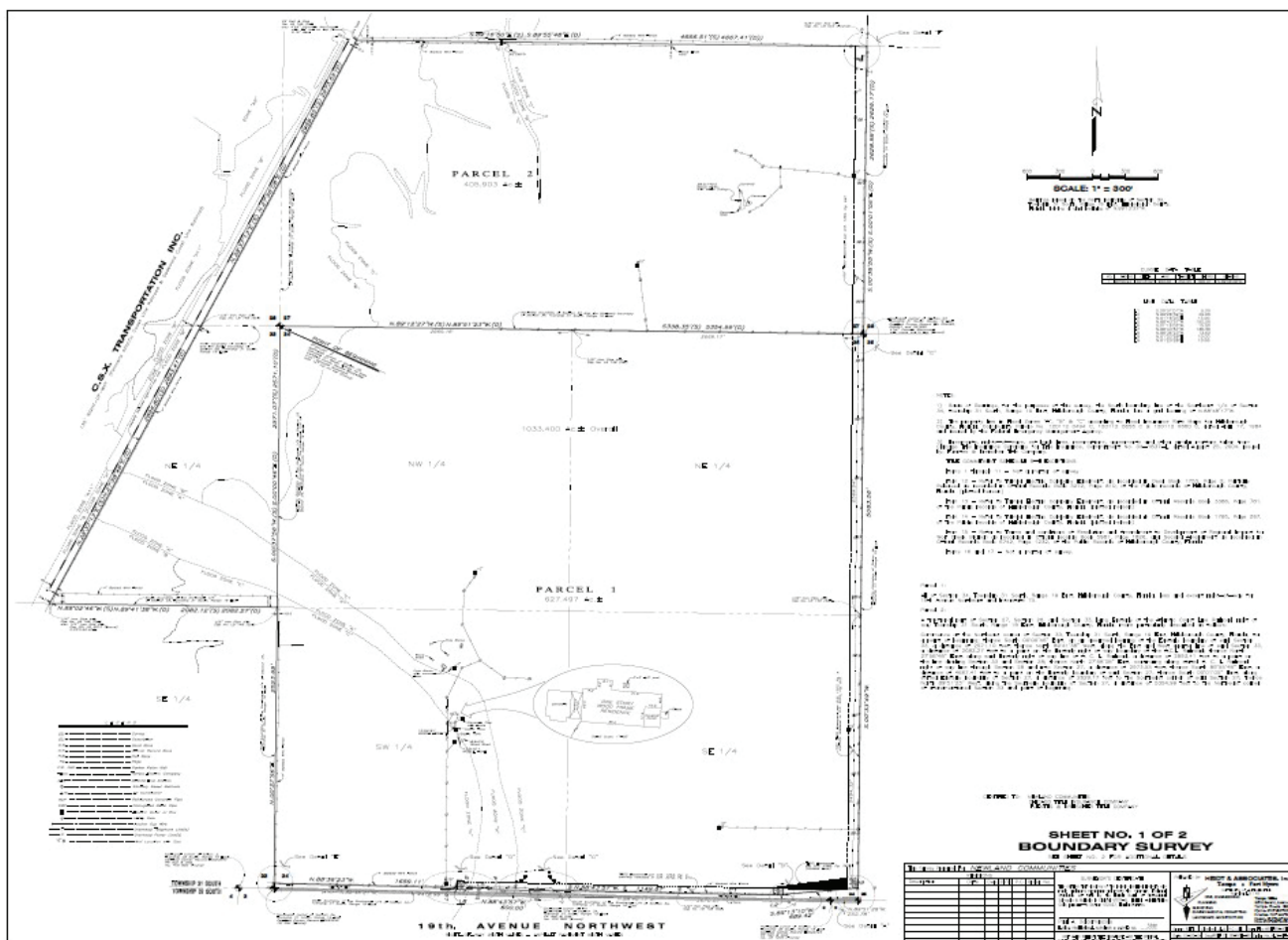
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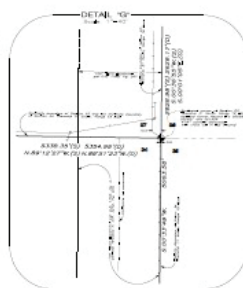
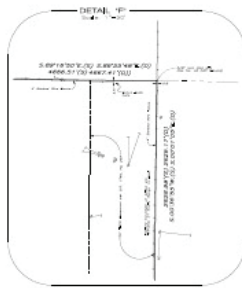
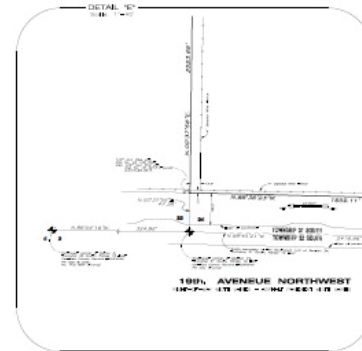
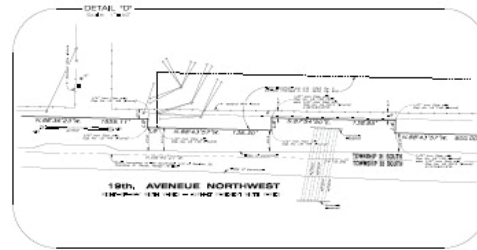
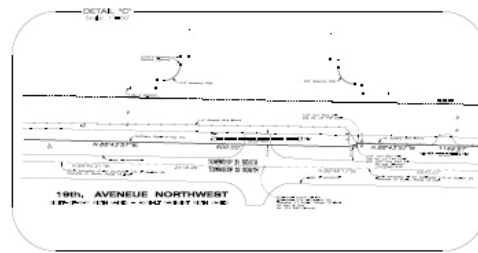
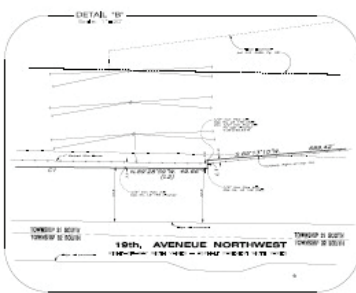
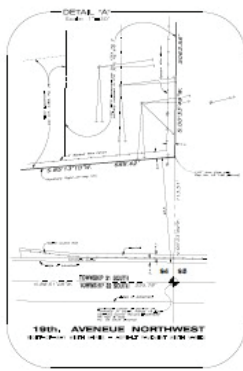
All of Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida, less and except right-of-way for 19th Avenue Northeast and Interstate 75.

Parcel 2:

A fractional part of Section 27, Section 28, and Section 33, lying Easterly of the Atlantic Coast Line Railroad right of way Township 31 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 33, Township 31 South, Range 19 East, Hillsborough County, Florida, for a point of beginning; thence South 00°00'46" East, on an assumed bearing of the Easterly boundary of said Section 33, a distance of 2571.10 feet; thence North 89°41'38" West, along the East and West quarter line of said Section 33, a distance of 2082.27 feet to a point on the Easterly right of way boundary of the A.C.L. Railroad; thence North 27°58'48" East, along said Easterly right of way line of A. C. L. Railroad, a distance of 2893.41 feet to a point on the line dividing Section 33 and Section 28; thence North 27°58'08" East, continuing along stated A. C. L. Railroad right of way line through Section 28 and into Section 27, a distance of 2973.55 feet; thence South 89°55'48" East, a distance of 4667.41 feet to a point on the Easterly boundary of said Section 27; thence South 00°01'05" East, along stated Easterly boundary of Section 27, a distance of 2629.17 feet to the Southeast corner of said Section 27; thence North 89°51'23" West, along the Southerly boundary of Section 27, a distance of 5354.99 feet to the Northeast corner of aforementioned Section 33 and point of beginning.





SHEET NO. 2 OF 2
BOUNDARY SURVEY

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
2	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
3	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
4	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
5	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
6	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
7	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
8	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
9	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS
10	10/1/19	19th, AVENUE NORTHWEST	J. L. HARRIS	J. L. HARRIS

LESS AND EXCEPT THE FOLLOWING:

**WATERSET - WOLF CREEK
2020 TAKEDOWN PARCEL**

DESCRIPTION: A parcel of land lying in Sections 27, 28, 33 and 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Section 34, S.00°33'49"W., 2000.00 feet; thence N.53°30'00"W., 2863.38 feet; thence WEST, 3944.86 feet to a point on the Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc. (formerly Atlantic Coast Line Railroad and Seaboard Coast-Line Railroad) per Right-of Way and Track Map V19 FLA (4); thence along said Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc., N.28°37'13"E., 3399.50 feet to a point on the North boundary of the South 1/2 of the aforesaid Section 27; thence along said North boundary of the South 1/2 of Section 27, S.89°16'50"E., 4666.51 feet to the Northeast corner of the Southeast 1/4 of said Section 27; thence along the East boundary of said Southeast 1/4 of Section 27, S.00°36'55"W., 2628.98 feet to the **POINT OF BEGINNING**.

**WATERSET - WOLF CREEK
2021 TAKEDOWN PARCEL 3**

DESCRIPTION: A parcel of land lying in Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of said Section 34, the following two (2) courses: 1) S.00°33'49"W., 2000.00 feet to the Southeast corner of the Property described in Special Warranty Deed and recorded in Instrument Number 2020536244, of the Public Records of Hillsborough County, Florida and said point also being the **POINT OF BEGINNING**; 2) continue S.00°33'49"W., 569.24 feet to the Southeast corner of said Northeast 1/4 of said Section 34; thence along the South boundary of said Northeast 1/4 of said Section 34, N.89°13'38"W., 1261.66 feet; thence S.36°30'00"W., 2263.77 feet; thence SOUTH, 718.51 feet to a point on the Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST; thence along said Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, the following five (5) courses: 1) N.88°43'57"W., 202.57 feet; 2) S.01°16'03"W., 5.00 feet; 3) N.88°43'57"W., 600.00 feet; 4) N.01°16'03"E., 15.00 feet; 5) N.88°43'57"W., 80.34 feet; thence N.18°00'00"E., 457.58 feet; thence NORTH, 580.00 feet; thence N.20°00'00"W., 1060.00 feet; thence N.03°00'00"E., 589.30 feet; thence S.83°00'00"E., 180.89 feet; thence N.14°00'00"E., 500.00 feet; thence N.05°00'00"E., 892.60 feet; thence N.36°30'00"E., 100.00 feet; thence N.11°00'00"E., 574.98 feet; thence N.54°06'00"W., 285.29 feet to a point on the Southerly boundary of the aforesaid Property described in Special Warranty Deed and recorded in Instrument Number 2020536244; thence along said Southerly boundary of the Property described in Special Warranty Deed and recorded in Instrument Number 2020536244, the following two (2) courses: 1) EAST, 1068.31 feet; 2) S.53°30'00"E., 2863.38 feet to the **POINT OF BEGINNING**.

**WATERSET
TAMPA ELECTRIC COMPANY
CONVEYANCE PARCEL "D-2A"
TO NNP-SOUTHBEND II, LLC**

DESCRIPTION: That part of the Tampa Electric Company Property as described in Warranty Deed, as recorded in Official Records Book 2493, Page 685, of the Public Records of Hillsborough County, Florida, lying in Section 26, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 26, also being the Southwest corner of said Tampa Electric Company Property, run thence along the West boundary of the Southwest 1/4 of said Section 26 and the West boundary of said Tampa Electric Company Property, the following two (2) courses: 1) N.00°36'55"E., 2025.40 feet to the **POINT OF BEGINNING**; 2) continue N.00°36'55"E., 7.62 feet to a point on a curve, also being the Southwest corner of Special Warranty Deed, as recorded in Official Records Book 18845, Page 459 of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, Easterly, 389.84 feet along the arc of a curve to the left having a radius of 1672.00 feet and a central angle of 13°21'33" (chord bearing N.75°13'04"E., 388.96 feet) to the Southeast corner of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, also being a point on the East boundary of the aforesaid Tampa Electric Company Property and also being a point on the East boundary of the West 375.00 feet of the South 1/2 of the aforesaid Section 26; thence along said East boundary of Tampa Electric Company Property and said East boundary of the West 375.00 feet of the South 1/2 of Section 26, S.00°36'55"W., 41.32 feet to a point on a curve; thence Westerly, 382.23 feet along the arc of a curve to the right having a radius of 1672.00 feet and a central angle of 13°05'54" (chord bearing S.80°06'19"W., 381.40 feet) to the **POINT OF BEGINNING**.

Containing 0.207 acres, more or less.

**WATERSET
TAMPA ELECTRIC COMPANY
CONVEYANCE PARCEL "D-2B"
TO NNP-SOUTHBEND II, LLC**

DESCRIPTION: That part of the Tampa Electric Company Property as described in Warranty Deed, as recorded in Official Records Book 2493, Page 685, of the Public Records of Hillsborough County, Florida, lying in Section 26, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 26, also being the Southwest corner of said Tampa Electric Company Property, run thence along the West boundary of the Southwest 1/4 of said Section 26, the following three (3) courses: 1) along the West Boundary of said Tampa Electric Company Property, N.00°36'55"E., 2033.02 feet to the Southwest corner of Special Warranty Deed, as recorded in Official Records Book 18845, Page 459 of the Public Records of Hillsborough County, Florida; 2) along the Westerly boundary of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, continue N.00°36'55"E., 145.84 feet to the Northwest corner of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, for a **POINT OF BEGINNING**; 3) along the aforesaid West boundary of Tampa Electric Company Property, continue, N.00°36'55"E., 1.94 feet to a point on a curve; thence Easterly, 21.21 feet along the arc of a curve to the left having a radius of 1517.00 feet and a central angle of 00°48'04" (chord bearing N.85°50'54"E., 21.21 feet) to a point on a curve on the Northerly boundary of said Special Warranty Deed, as recorded in Official Records Book 18845, Page 459; thence along said Northerly boundary of Special Warranty Deed, as recorded in Official Records Book 18845, Page 459, Westerly, 21.46 feet along the arc of a curve to the right having a radius of 1528.00 feet and a central angle of 00°48'17" (chord bearing S.80°39'58"W., 21.46 feet) to the **POINT OF BEGINNING**.

Containing 21 Square Feet, more or less.

**WATERSET
TAMPA ELECTRIC COMPANY
CONVEYANCE PARCEL "E-2"
TO NNP-SOUTHBEND II, LLC**

DESCRIPTION: That part of the Tampa Electric Company Property as described in Warranty Deed, as recorded in Official Records Book 2493, Page 685, of the Public Records of Hillsborough County, Florida, lying in Section 26, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 26, also being the Southwest corner of said Tampa Electric Company Property, run thence along the West boundary of the Southwest 1/4 of said Section 26 and the West boundary of said Tampa Electric Company Property, the following two (2) courses: 1) N.00°36'55"E., 610.29 feet to the **POINT OF BEGINNING**; 2) continue N.00°36'55"E., 106.01 feet; thence EAST, 375.02 feet to a point on the East boundary of said Tampa Electric Company Property, also being a point on the East boundary of the West 375.00 feet of the South 1/2 of the aforesaid Section 26; thence along said East boundary of the Tampa Electric Company Property and said East boundary of the West 375.00 feet of the South 1/2 of Section 26, S.00°36'55"W., 106.01 feet; thence WEST, 375.02 feet to the **POINT OF BEGINNING**.

Containing 0.913 acres, more or less.

ATTACHMENT C

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE WATERSET SOUTH 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, NNP-Southbend II, LLC, a Delaware limited liability company (“Petitioner”), has filed a Petition to Establish the Waterset South Community Development District (“Petition”) with Hillsborough County, Florida (“County”) requesting that the Board of County Commissioners in and for Hillsborough County, Florida, adopt an ordinance establishing the Waterset South Community Development District (“District”) pursuant to Chapter 190, *Florida Statutes*, 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 26TH DAY OF JULY, 2022, 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 Waterset South 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), and 2(d), 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 Sections 190.012 (1), (2)(a), and 2(d), Fla. Stat.

SECTION 4. INITIAL BOARD. The following five persons are designated as the initial members of the Board of Supervisors: Doug South, Alex McLeod, Lynda McMorrow, Lenny Woster and Pete Williams.

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.

Adopted this 26th day of July, 2022.

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 _____, 2022.

BY: _____
Deputy Clerk

APPROVED BY COUNTY ATTORNEY

By: _____

Approved as to Form and Legal Sufficiency

EXHIBIT A

LEGAL DESCRIPTION

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33 and 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Section 34, S.00°33'49"W., 1580.26 feet; thence WEST, 545.17 feet; thence N.53°30'00"W., 178.57 feet; thence S.36°30'00"W., 3224.26 feet to a point of curvature; thence Southerly, 965.32 feet along the arc of a curve to the left having a radius of 1538.00 feet and a central angle of 35°57'42" (chord bearing S.18°31'09"W., 949.56 feet) to a point of tangency; thence S.00°32'18"W., 122.72 feet to a point on the Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST; thence along said Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, N.88°43'57"W., 124.01 feet; thence N.00°32'18"E., 121.14 feet to a point of curvature; thence Northerly, 342.14 feet along the arc of said curve to the right having a radius of 1662.00 feet and a central angle of 11°47'42" (chord bearing N.06°26'09"E., 341.54 feet); thence WEST, 365.00 feet; thence NORTH, 580.00 feet; thence N.20°00'00"W., 730.00 feet; thence N.60°00'00"W., 910.00 feet; thence N.30°00'00"W., 320.00 feet; thence N.79°51'35"W., 623.86 feet to a point on a curve; thence Southerly, 255.23 feet along the arc of a curve to the left having a radius of 1538.00 feet and a central angle of 09°30'29" (chord bearing S.05°23'11"W., 254.93 feet) to a point of tangency; thence S.00°37'56"W., 1016.67 feet to a point of curvature; thence Southerly, 445.46 feet along the arc of a curve to the left having a radius of 1938.00 feet and a central angle of 13°10'11" (chord bearing S.05°57'09"E., 444.48 feet) to a point of reverse curvature; thence Southerly, 448.95 feet along the arc of a curve to the right having a radius of 2062.00 feet and a central angle of 12°28'29" (chord bearing S.06°18'00"E., 448.06 feet) to a point of tangency; thence S.00°03'46"E., 351.58 feet to a point on the aforesaid Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST; thence along said Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, N.88°36'23"W., 268.09 feet to a point on the West boundary of the Southwest 1/4 of aforesaid Section 34; thence along said West boundary of the Southwest 1/4 of Section 34, N.00°37'12"E., 2523.57 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Section 33; thence along the South boundary of said Northeast 1/4 of Section 33, N.89°02'54"W., 2081.94 feet to a point Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc. (formerly Atlantic Coast Line Railroad and Seaboard Coast Line Railroad) per Right-of Way and Track Map V19 FLA (4); thence along said Easterly

boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc., N.28°37'13"E., 5866.89 feet to a point on the North boundary of the South 1/2 of the aforesaid Section 27; thence along said North boundary of the South 1/2 of Section 27, S.89°16'50"E., 4666.51 feet to the Northeast corner of the Southeast 1/4 of said Section 27; thence along the East boundary of said Southeast 1/4 of Section 27, S.00°36'55"W., 448.17 feet to a point on a curve, also being the Northwest corner of PARCEL "D-2B", according to Special Warranty Deed, as recorded in Instrument #: 2021416838, of the Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said PARCEL "D-2B", Easterly, 21.21 feet along the arc of a curve to the left having a radius of 1517.00 feet and a central angle of 00°48'04" (chord bearing N.85°50'54"E., 21.21 feet) to the Easterlymost corner of said PARCEL "D-2B", also being the Westerlymost corner of PARCEL "D-1", according to Special Warranty Deed, as recorded in Instrument #: 2021416839, of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said PARCEL "D-1", continue Easterly, 362.65 feet along the arc of said curve to the left having the same radius of 1517.00 feet and a central angle of 13°41'50" (chord bearing N.78°35'57"E., 361.79 feet) to the Southeast corner of said PARCEL "D-1", also being a point on the East boundary of the West 375.00 feet of the aforesaid Section 26, and also being a point on the Westerly boundary of Hillsborough County Waterset Park Site, as recorded in Official Records Book 24509, Page 1614, of the Public Records of Hillsborough County, Florida; thence along said East boundary of the West 375.00 feet of Section 26, the following two (2) courses: 1) along the aforesaid Westerly boundary of Hillsborough County Waterset Park Site, S.00°36'55"W., 22.17 feet to the Southwest corner of said Hillsborough County Waterset Park Site, also being a point on the Westerly boundary of WATERSET PHASE 5A-2B AND 5B-1, according to the plat thereof, as recorded in Plat Book 138, Pages 114 through 136 inclusive, of the Public Records of Hillsborough County, Florida; 2) along said Westerly boundary of WATERSET PHASE 5A-2B AND 5B-1, continue S.00°36'55"W., 140.75 feet to a point on a curve, also being the Southeast corner of PARCEL "D-2A", according to the aforesaid Special Warranty Deed, as recorded in Instrument #: 2021416838, of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said PARCEL "D-2A", Westerly, 382.23 feet along the arc of said curve to the right having a radius of 1672.00 feet and a central angle of 13°05'54" (chord bearing S.80°06'19"W., 381.40 feet) to the Southwest corner of said PARCEL "D-2A", also being a point on the aforesaid East boundary of the Southeast 1/4 of Section 27; thence along said East boundary of the Southeast 1/4 of Section 27, S.00°36'55"W., 1309.10 feet to the Northwest corner of PARCEL "E-2", according to the aforesaid Special Warranty Deed, as recorded in Instrument #: 2021416838, of the Public Records of Hillsborough County,

Florida; thence along the Northerly boundary of said PARCEL "E-2", EAST, 375.02 feet to the Northeast corner of said PARCEL "E-2 ", also being a point on the aforesaid East boundary of the West 375.00 feet of Section 26, and also being a point on the West boundary of WATERSET PHASE 5B-2, according to the plat thereof, as recorded in Plat Book 139, Pages 189 through 202 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said PARCEL "E-2", said East boundary of the West 375.00 feet of Section 26 and said West boundary of WATERSET PHASE 5B-2, S.00°36'55"W., 106.01 feet to the Southeast corner of said PARCEL "E-2"; thence along the Southerly boundary of said PARCEL "E-2", WEST, 375.02 feet to the Southwest corner of said PARCEL "E-2", also being a point on the aforesaid East boundary of the Southeast 1/4 of Section 27; thence along said East boundary of the Southeast 1/4 of Section 27, S.00°36'55"W., 610.29 feet to the **POINT OF BEGINNING**.

Containing 784.046 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

(School Site)

DESCRIPTION: A parcel of land lying in Sections 27 and 34, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 27, run thence along the South boundary of said Section 27, N 89°12'28" W, a distance of 234.62 feet to the **POINT OF BEGINNING**; thence departing said South boundary, S 00°37'43" W, a distance of 16.33 feet; thence Southerly, 824.06 feet along the arc of a tangent curve to the right having a radius of 1938.00 feet and a central angle of 24°21'46" (chord bearing S 12°48'36" W, 817.86 feet); thence N 53°30'00" W, a distance of 1419.80 feet; thence Northeasterly, 356.88 feet along the arc of a non-tangent curve to the left having a radius of 1637.50 feet and a central angle of 12°29'13" (chord bearing N 55°14'37" E, 356.17 feet); thence Easterly, 1104.49 feet along the arc of a reverse curve to the right having a radius of 1562.50 feet and a central angle of 40°30'03" (chord bearing N 69°15'02" E, 1081.64 feet); thence Southeasterly, 39.76 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 91°07'40" (chord bearing S 44°56'07" E, 35.70 feet); thence S 00°37'43" W, a distance of 591.71 feet to the **POINT OF BEGINNING**.

Containing 25.166 acres, more or less.

ALTOGETHER containing 758.880 acres, more or less.

AMI-WSN-WS-127

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WFS

VBR

September 7, 2021

(Revised Bdry & Less School) November 30, 2021