

following folios:

77420.5000 (Expansion)

Agenda Item Cover Sheet

Agenda Item C	over Sheet		
County Florida	Agenda I	tem N ^{o.}	
	Meeting Date	February 9, 2	021
☐ Consent Section ☐ Regular Section ☐ Public Hearing	5		
Subject: CDD 21-0007 PETITION TO MODIFY THE BOUND. DEVELOPMENT DISTRICT (CDD)	ARIES OF THE TRIPI	E CREEK COMN	NUNITY
Agency/Department: Development Services Department	t Community Develop	ment Section	
Contact Person: Brian Grady	Contact Ph		//3
Sign-Off Approvals	Contact I i	toric. 270-63	73
Lucia E. Garsys Lucia E. Garsys Depthy signed by Lucia E. Garrys crul S United States I-US United States critification (20 country out-villation-rough Country out-villation-rough Country Admin represent lapprove this document Locator:	011	-	1/26/2021
Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Date Deputy County Administrator Deputy Cou	Department Director		Date
Kevin Brickey The survivers belong you to Date to Date States 1-45, Dated States 0-45 Dated States 0-	Mancy Take County Attorney - Approved as to Legal Su	Emori Ticiency	01/26/2021
STAFF'S RECOMMENDED BOARD MOTION			
Approve the modification to boundaries of the Triple Creek De	evelopment District (0	CDD) in accorda	nce with the
attached ordinance.			
No direct financial impact to the County will occur as a result of	of this petition.		
	1		
Of the approximate total of \$9,330,488 budgeted for CDD-qua	lified common area in	nfrastructure deve	elopment costs
("common costs") within the expansion area, it is estimated that			-
funded with long-term CDD bond proceeds.	(011017	0) 01 00 001 000, 010	pinone cools //in oc
runded with long term obb cond proceeds.			
FINANCIAL IMPACT STATEMENT			
No direct financial impact to the County will occur as a result of	of this petition.		
BACKGROUND			
On May 7, 2007 the Board of County Commissioners (Board) by Ordinance 15-18) establishing the Triple Creek Community Creek CDD petitioned Hillsborough County to modify the	ty Development Dist boundaries of the	rict. On October Friple Creek CD	19, 2020 the Triple DD. The applicant's
representative is Jennifer Kilinski. The applicant filed revised	miormation on Janua	ıy 11, ∠∪∠1 and J	anuary 20, 2021.
The proposal is to modify the boundaries of the CDD by additionand removing 14.64 acres (Contraction Parcel). The revised 5			1 1

on the north and south side of Big Bend Road, east of Balm Riverview Road and south of Rhodine Road. See Attachment A for the proposed CDD's location. The new expanded CDD area and contraction parcel consists of the

> 77693.0000 (partial -Contraction)

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

BACKGROUND - Continued:

The CDD expansion area is located in Planned Development (PD) zoning district PD 18-0304. PD 18-0304 permits a total of 283 single family homes (with minimum lot sizes of 4,400 and minimum lot width of 40 feet). The applicant proposes in the expansion area approximately 271, 50' lots.

The statutory purpose of a CDD is to plan, finance, construct, and/or acquire, operate, and maintain community-wide infrastructure in large, planned community developments. 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 \$9,330,000. 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>	Prior Total Cost Estimate (2)	Expansion Area Costs (3)	Revised Cost Estimate (4)
Mobilization	\$0	\$204,277	\$204,277
General Conditions	0	534,916	534,916
Clearing and Grubbing	0	274,500	274,500
Earthwork	0	1,366,043	1,366,043
Roadways (including offsite costs)	18,437,422	2,133,593	20,571,015
Stormwater System/Water Management & Control	21,256,098	1,672,368	22,928,466
Potable Water/Water Supply	4,344,267	648,305	4,992,572
Sanitary Sewer/Wastewater Management	4,916,260	714,405	5,630,665
Landscape, Hardscape and Amenities	5,171,964	227,000	5,398,964
Recreational Facility	3,884,100	0	3,884,100
Subtotal	0	\$7,775,407	\$7,775,407
Landowner Infrastructure Contribution- Phase 1	1,940,000	0	1,940,000
Contingency and Soft Costs including Professional Fees/Services	10,802,666	1,555,081	12,357,747
Total Construction Costs	\$70,752,778	\$9,330,488	\$80,083,266

- (2) From the Official Statement for the Series 2019A and B Bonds, Appendix C (Engineer's Report)—sum of Tables 1, 2 and 3
- (3) From the Triple Creek CDD Financial Review document dated October 12, 2020, Exhibit A, Table 2 (Total Infrastructure Cost Detail Expansion Area), page A-2
- (4) Sum of preceding columns

BACKGROUND - Continued:

Financing Summary:

The intent of the Petitioner is to use a mix of long-term CDD bonds, conventional bank financing, and cash on hand to fund construction of common area infrastructure improvements (the "Improvements") which will directly benefit landowners within the boundaries of the expansion area. There are no plans to issue short-term CDD bonds, which are CDD bonds repaid solely by the developer. Long-term CDD bonds ("A Bonds") are repaid over a period of 30 years via annual assessments levied on landowners, which at different points in the project's life cycle may be the developer, homebuilder(s) or residents depending on the ownership state of the land at the time of assessment. While the developer bears no long-term financial responsibility for repayment of A bond debt assessed on land owned by others, it does bear financial responsibility for the debt over the short-term and until such time as the indebted land is sold to a third party builder. At that point, the builder assumes responsibility for repayment of the affiliated A bond debt until such time as the land is sold to a homebuyer, at which point the homeowner assumes responsibility for repayment of the debt. Therefore, the financial capacity and willingness of the developer to assume financial responsibility for the debt through the time of transfer of the land to unaffiliated third party buyers is of concern.

Common area development costs within the proposed expansion area are projected to be about \$9,330,488, of which \$5,766,873 (or 61.81%) will be financed with long-term CDD bonds and \$3,563,615 (or 38.19%) will be funded with cash.

The Contraction Area

The Contraction Area consists of four separate parcels to be located at or near the future intersection of the Big Bend Road extension and Triple Creek Boulevard. As mentioned previously, all four parcels are undeveloped and do not appear on any District assessment rolls. Therefore, their removal from the District will not have any financial impact on assessment levels for lots located in established assessment areas.

Annual per-lot assessments will be levied on a uniform basis according to lot width and are projected to be about \$1,594 per lot. Please see a complete financing summary for the Series 2021 Bonds below.

Projected Inflows from Issuance of the 2021 Bonds:

Bond Proceeds (Par Amount)	\$6,850,000
Projected Uses of Funds Received:	
Construction of Improvements (1)	\$5,766,873
Capitalized Interest	339,646
Debt Service Reserve Fund (approximately 7.3% of Par)	406,481
Underwriter's Discount (2% of Par)	137,000
Costs of Issuance	200,000
Total Projected Uses of Bond Proceeds	\$6,850,000

mc 050 000

Lot Mix and Projected Assessments

The Expansion Area will contain approximately 271 50' single family residential lots. Annual per-lot assessments will be levied on a uniform basis and are projected to be about \$1,594 per lot.

BACKGROUND - Continued:

Off-site Improvements

Proposed Facilities Ownership and Maintenance

DescriptionOwnership & MaintenanceStormwater ManagementCounty/CDDUtilitiesCountyRoadsCounty/CDDAmenitiesCDD

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 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 modification of the boundaries of the District by the landowners of the property to be included in and excluded from the District.

County

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

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.

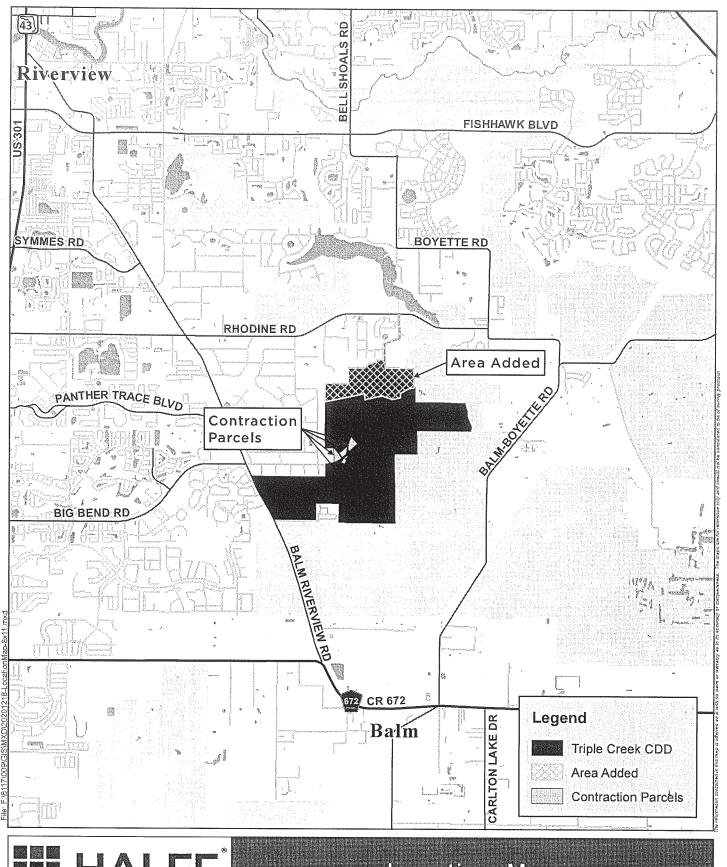
The above information was received by Hillsborough County and was made part of the review for the proposed CDD.

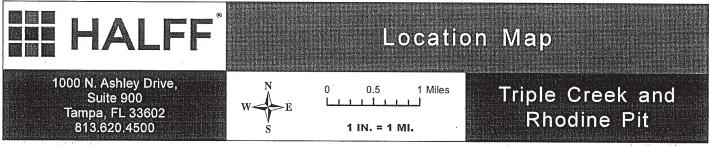
Chapter 190, F.S., establishes six criteria that a petition must meet to merit approval for the expansion of a CDD. The six requirements include:

- 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.

BACKGROUND - Continued: 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 application to modify the boundaries of the 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 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 modification of the boundaries of the CDD.

ATTACHMENT A





ATTACHMENT B

This space reserved for use by the Clerk of the Circuit Court

This instrument was prepared by and upon recording should be returned to:

Lindsay Whelan, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street Post Office Box 6526 Tallahassee, Florida 32314

CONSENT OF LANDOWNER TO BOUNDARY AMENDMENT

The undersigned ("Landowner") hereby represents that it is the 100% fee simple owner of the property more fully described as the "Expansion Parcel" in Exhibit A attached hereto and made a part hereof ("Property").

The Landowner understands and acknowledges that a petition to expand the boundaries of the Triple Creek Community Development District ("CDD") is intended to be submitted in accordance with the provisions of Chapter 190, Florida Statutes. As the owner of lands which are intended to be added to the CDD, the Landowner understands and acknowledges that pursuant to the provisions of Section 190.046 and 190.005, Florida Statutes, the petitioner is required to include the written consent to the boundary amendment of one hundred percent (100%) of the owners of the lands to be added to the CDD.

The Landowner hereby consents to the expansion of the Property as a part of the CDD. The Landowner agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment. The Landowner further agrees to the recording of this document, which shall be deemed to run with the Property and be binding upon all successors in interest.

The Landowner 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 Landowner.

[signatures on following page]

This Consent of Landowner to preceding page, is executed this 23rd	o Boundary Amendment, as detailed more fully on the day of, 2020.
	LANDOWNER
Witnessed: Print Name: Donna Celd Uhu & The Print Name: Aimed E. Dhe	TC VENTURE 2, LLC A Delaware limited liability company By: Name: Rick Harcrow Its: Vice President
STATE OF FLORIDA COUNTY OF TIMELAS	
or online notarization, this Saday	wledged before me by means of Ophysical presence of the contraction of
Notary Public State of Florida Donna Jill Feldman My Commission GG 257738 Expires 10/05/2022	Notary Public, State of Florida Personally Known OR Produced Identification Type of Identification

Exhibit A Expansion Parcel

TRACT A:

Begin at the SW corner of the NW 1/4 of the NW 1/4 of Section 1, Township 31 South, Range 20 East and run North 00 deg. 08' 22" West along the West boundary of said Section 1, 88.37 feet; thence run South 89 deg. 45' 22" East 331.00 feet; thence run South 00 deg. 34' 35" East, 35.00 feet, thence run South 89 deg. 45' 22" East, 1685.95 feet; thence South 00 deg. 34' 35" East, 450.95 feet; thence South 88 deg. 38' 22" East, 1722.25 feet; thence S. 1 deg. 23' 40" East, 1090.90 feet; thence S. 76 deg. 56' 10" West, 325.40 feet; thence S. 61 deg. 07' 40" West, 541.84 feet; thence S. 2 deg. 26' 55" East, 238.46 feet; thence S. 77 deg. 06' 25" West, 468.39 feet; thence N. 70 deg. 53' 30" West, 621.60 feet; thence S. 76 deg. 45' 00" West, 1019.38 feet; thence N. 1 deg. 09' 55" West, 350.52 feet; thence S. 77 deg. 46' 30" West, 961.63 feet to a point on the West boundary of aforesaid Section 1, said point being 1913.12 feet North of the SW corner thereof, continue thence S. 77 deg. 46' 30" West, 1216.43 feet into Section 2, Township 31 South, Range 20 East to a point being 1650 feet North of the South boundary of said Section 2; thence N. 89 deg. 44' 02" West, 130.45 feet; thence N. 0 deg. 02' 12" East, 1048.54 feet to the NW corner of East 1/2 of SE 1/4 of said Section 2; thence S. 88 deg. 43' 06" East, 1316.96 feet to the NE corner of SE 1/4 of said Section 2; thence N. 0 deg. 08' 22" West, 1337.62 feet to the Point of Beginning.

TRACT B:

From the intersection of the West boundary of Section 36, Township 30 South, Range 20 East, with the Southerly right-of-way line of Rhodine Road, run thence S. 89 deg. 48' 35" E., along said right-of-way line 2816.42 feet to the Point of Beginning, run thence S. 0 deg. 42' 45" E., 1327.00 feet; thence S. 69 deg. 27' 00" W., 885.56 feet; thence S. 0 deg. 34' 35" E., 1400.95 feet; thence S. 88 deg. 38' 22" E., 100.00 feet, thence N. 0 deg. 34' 35" W., 1334.27 feet; thence N. 69 deg. 27' 00" E., 885.73 feet; thence N. 0 deg. 42' 45" W., 1395.65 feet to the South right-of-way line of Rhodine Road; thence N. 89 deg. 48' 35" W., 100.00 feet to the Point of Beginning. Subject to an easement for ingress and egress over and across said property.

LESS AND EXCEPT

Beginning at the SW corner of the NW 1/4 of the NW 1/4 of Section 1, Township 31 South, Range 20 East; thence N. 00 deg. 08' 22" W., along the West line of said NW 1/4 a distance of 88.37 feet; thence S. 89 deg. 45' 22" E., a distance of 331.00 feet; thence S. 00 deg. 21' 39" E., a distance of 35.00 feet; thence S. 89 deg. 45' 22" E., a distance of 1,301.70 feet; thence along the Westerly bank of a ditch S. 03 deg. 44' 06" W., a distance of 115.98 feet; thence continue along said Westerly bank S. 74 deg. 47' 43" W., a distance of 473.04 feet; thence continue along said Westerly bank S. 43 deg. 24' 17" W., a distance of 294.26 feet; thence N. 89 deg. 44' 46"W., a distance of 965.45 feet to the West line of the SW 1/4 of the NW 1/4 of said Section 1; thence continue along said West line of the SW 1/4 of the NW 1/4, N. 00 deg. 08' 22" W., a distance of 402.88 feet to the Point of Beginning. All lying and being in Hillsborough County, Florida.

Together with easements benefiting the above described parcels as set forth and described in that certain Easement Agreement by and between Phillips and Jordan, Inc., a North Carolina corporation and TowerCom Limited, a Florida limited partnership, recorded in Official Records Book 8865, Page 1339, public records of Hillsborough County, Florida.

This instrument was prepared by and upon recording should be returned to:

Jennifer Kilinski, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street Post Office Box 6526 Tallahassee, Florida 32314

CONSENT OF LANDOWNER TO BOUNDARY AMENDMENT

The undersigned ("Landowner") hereby represents that it is the 100% fee simple owner of the property more fully described as the "Contraction Parcel" in Exhibit A attached hereto and made a part hereof ("Property").

The Landowner understands and acknowledges that a petition to amend the boundaries of the Triple Creek Community Development District ("CDD") is intended to be submitted in accordance with the provisions of Chapter 190, Florida Statutes. As the owner of lands which are intended to be added to the CDD, the Landowner understands and acknowledges that pursuant to the provisions of Section 190.046 and 190.005, Florida Statutes, the petitioner is required to include the written consent to the boundary amendment of one hundred percent (100%) of the owners of the lands to be added to the CDD.

The Landowner hereby consents to the contraction of the Property from the CDD. The Landowner agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment. The Landowner further agrees to the recording of this document, which shall be deemed to run with the Property and be binding upon all successors in interest.

The Landowner 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 Landowner.

[signatures on following page]

This Consent of Landowner preceding page, is executed this	to Boundary Amendment, as detailed more fully on the day of, 2021.
	LANDOWNER
Witnessed:	TC VENTURE 2, LLC
CH2=	A Delaware limited liability company
Print Name: Caroling Ariotimui	56 By:
Print Name: Quong / Would	Name: Graydon Miars
auguru	Its: Vice President
Print Name:	
STATE OF FLORIDA COUNTY OF DIVIN	
or 2 online notarization, this 2016	nowledged before me by means of physical presence by of (1000000000000000000000000000000000000
ALL LE	Motary Public, State of Florida
My Comm. Expres No commerce 26 2021	Personally Known OR Produced Identification Type of Identification
No GG HEZTRZ	Type of identification
- ** * * * * *	

Exhibit A Contraction Parcel

CONTRACTION PARCEL 1

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the Westerly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the

following two (2) courses: 1) S.35°51'00"E., 558.05 feet to a point of curvature; 2) Southeasterly, 1.63 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 02°40'05" (chord bearing S.34°30'58"E., 1.63 feet) to a point on a curve; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, Southwesterly, 497.11 feet along the arc of a curve to the right having a radius of 1340.00 feet and a central angle of 21°15'19" (chord bearing S.58°27'38"W., 494.26 feet) to a point on the Easterly boundary of PNC Lending, LLC Property, as described in Warranty Deed, recorded in Official Records Book 24010, Page 412, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of PNC Lending, LLC Property, N.01°03'02"W., 803.27 feet to the Northeast corner of said PNC Lending, LLC Property; thence S.89°36'48"E., 42.74 feet; thence S.35°51'00"E., 111.81 feet to the POINT OF BEGINNING.

Containing 4.367 acres, more or less.

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, also being a point on the Westerly boundary of School Board of Hillsborough County Property, as described in Special Warranty Deed, recorded in Official Records Book 24414, Page 1016, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE and said Westerly boundary of School Board of Hillsborough County Property, S.35°51'00"E., 185.15 feet to the POINT OF BEGINNING; thence along the Southerly boundary of said School Board of Hillsborough County Property, the following two (2) courses: 1) N.88°56'58"E., 119.61 feet; 2) N.48°32'08"E., 471.26 feet to a point on a curve on the Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712; thence along said Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following six (6) courses: 1) Southerly, 164.55 feet along the arc of a curve to the left having a radius of 1205.00 feet and a central angle of 07°49'28" (chord bearing S.01°18'58"W., 164.43 feet); 2) S.10°40'38"W., 21.02 feet to a point on a curve; 3) Southerly, 84.23 feet along the arc of said curve to the left having a radius of 1210.00 feet and a central angle of 03°59'18" (chord bearing S.05°33'33"E., 84.21 feet) to a point of reverse curvature; 4) Southerly, 56.31 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 32°15'47"

(chord bearing S.08°34'42"W., 55.57 feet) to a point of reverse curvature; 5) Southerly, 43.64 feet along the arc of a curve to the left having a radius of 123.00 feet and a central angle of 20°19'36" (chord bearing S.14°32'47"W., 43.41 feet) to a point of reverse curvature; 6) Southwesterly, 77.06 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 44°09'09" (chord bearing S.26°27'34"W., 75.17 feet) to a point of tangency; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, S.48°32'08"W., 233.95 feet to a point of curvature; thence along the aforesaid Easterly boundary of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the following two (2) courses: 1) Westerly, 58.41 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 95°36'52" (chord bearing N.83°39'26"W., 51.86 feet) to a point of tangency; 2) N.35°51'00"W., 330.71 feet to the POINT OF BEGINNING.

Containing 3.058 acres, more or less.

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence N.21°59'26"E., 60.28 feet to a point of curvature; thence Northerly, 219.37 feet along the arc of a curve to the left having a radius of 882.00 feet and a central angle of 14°15'01" (chord bearing N.14°51'56"E., 218.80 feet); thence S.82°15'35"E., 19.80 feet; thence S.41°27'52"E., 567.27 feet to a point on the Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, as recorded in Official Records Book 5000, Page 542 and re-recorded in Official Records Book 5024, Page 874, ALL being of the Public Records of Hillsborough County, Florida; thence along said Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, S.48°32'08"W., 596.40 feet to a point of curvature on the Easterly boundary of the aforesaid Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE; thence along said Easterly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following three (3) courses: 1) Westerly, 70.49 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 80°46'39" (chord bearing S.88°55'28°W., 64.80 feet) to a point of compound curvature; 2) Northwesterly, 100.41 feet along the arc of a curve to the right having a radius of 119.00 feet and a central angle of 48°20'41" (chord bearing N.26°30'52"W., 97.46 feet) to a point of compound curvature; 3) Northerly, 479.90 feet along the arc of a curve to the right having a radius of 1130.00

feet and a central angle of 24°19'58" (chord bearing N.09°49'27"E., 476.30 feet) to the POINT OF BEGINNING.

Containing 5.556 acres, more or less.

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northerlymost comer of TRIPLE CREEK PHASE 4 VILLAGE J, according to the plat thereof, as recorded in Plat Book 135, Pages 169 through 182 inclusive, of the Public Records of Hillsborough County, Florida, also being a point on the Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along said Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, the following three (3) courses: 1) Northeasterly, 415.24 feet along the arc of a curve to the right having a radius of 1115.00 feet and a central angle of 21°20'16" (chord bearing N.37°52'00"E., 412.85 feet) to a point of tangency; 2) N.48°32'08"E., 107.96 feet to a point of curvature; 3) Easterly, 66.53 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 38°07'15" (chord bearing N.67°35'46"E., 65.31 feet) to the Northerlymost corner of TRIPLE CREEK PHASE 3 AMENITY CENTER, according to the plat thereof, as recorded in Plat Book 134, Pages 119 through 123 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said TRIPLE CREEK PHASE 3 AMENITY CENTER, the following six (6) courses: 1) S.11°02'05"W., 88.16 feet; 2) S.48°32'08"W., 99.75 feet to a point of curvature; 3) Southwesterly, 95.41 feet along the arc of a curve to the left having a radius of 1040,00 feet and a central angle of 05°15'23" (chord bearing S.45°54'27"W., 95.38 feet); 4) S.45°02'24"E., 123.87 feet; 5) S.48°32'08"W., 17.24 feet to a point on a curve; 6) Southwesterly, 219.04 feet along the arc of a curve to the left having a radius of 918.00 feet and a central angle of 13°40'17" (chord bearing S.35°08'44"W., 218.53 feet) to a point on the Northerly boundary of the aforesaid TRIPLE CREEK PHASE 4 VILLAGE J: thence along said Northerly boundary of TRIPLE CREEK PHASE 4 VILLAGE J, the following three (3) courses: 1) N.61°41'24"W., 87.00 feet to a point on a curve; 2) Southwesterly, 19.51 feet along the arc of a curve to the left having a radius of 1005.00 feet and a central angle of 01°06'44" (chord bearing 5.27°45'14"W., 19.51 feet); 3) N.62°48'08"W., 110.00 feet to the POINT OF BEGINNING.

Containing 1.658 acres, more or less.

This instrument was prepared by and upon recording should be returned to:

Jennifer Kilinski, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street Post Office Box 6526 Tallahassee, Florida 32314

CONSENT OF LANDOWNER TO BOUNDARY AMENDMENT

The undersigned ("Landowner") hereby represents that it is the 100% fee simple owner of the property more fully described as the "Contraction Parcel" in Exhibit A attached hereto and made a part hereof ("Property").

The Landowner understands and acknowledges that a petition to amend the boundaries of the Triple Creek Community Development District ("CDD") is intended to be submitted in accordance with the provisions of Chapter 190, Florida Statutes. As the owner of lands which are intended to be added to the CDD, the Landowner understands and acknowledges that pursuant to the provisions of Section 190.046 and 190.005, Florida Statutes, the petitioner is required to include the written consent to the boundary amendment of one hundred percent (100%) of the owners of the lands to be added to the CDD.

The Landowner hereby consents to the contraction of the Property from the CDD. The Landowner agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment. The Landowner further agrees to the recording of this document, which shall be deemed to run with the Property and be binding upon all successors in interest.

The Landowner 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 Landowner.

[signatures on following page]

This Consent of Landowner t preceding page, is executed this	to Boundary Amendment, as detailed more fully on the day of, 2021.
	LANDOWNER
Witnessed: Print Name: Stendard Paura Legler Laura Legler Print Name:	TC VENTURE 1, LLC A Delaware limited liability company By: Name: Graydon Miars Its: Vice President
or 🛽 online notarization, this 🖰 day	owledged before me by means of physical presence of consover, 2021, by Graydon Miars as Vice its behalf. He is personally known to me or as identification.
ELLEN JOHNSON MY COMMISSION # GG 323399 EXPIRES: May 28, 2023 Bonded Thru Notary Public Underwriters	Notary Public, State of Florida Personally Known OR Produced Identification Type of Identification

Exhibit A Contraction Parcel

CONTRACTION PARCEL 1

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the Westerly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the

following two (2) courses: 1) S.35°51'00"E., 558.05 feet to a point of curvature; 2) Southeasterly, 1.63 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 02°40'05" (chord bearing S.34°30'58"E., 1.63 feet) to a point on a curve; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, Southwesterly, 497.11 feet along the arc of a curve to the right having a radius of 1340.00 feet and a central angle of 21°15'19" (chord bearing S.58°27'38"W., 494.26 feet) to a point on the Easterly boundary of PNC Lending, LLC Property, as described in Warranty Deed, recorded in Official Records Book 24010, Page 412, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of PNC Lending, LLC Property, N.01°03'02"W., 803.27 feet to the Northeast corner of said PNC Lending, LLC Property; thence S.89°36'48"E., 42.74 feet; thence S.35°51'00"E., 111.81 feet to the POINT OF BEGINNING.

Containing 4.367 acres, more or less.

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, also being a point on the Westerly boundary of School Board of Hillsborough County Property, as described in Special Warranty Deed, recorded in Official Records Book 24414, Page 1016, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE and said Westerly boundary of School Board of Hillsborough County Property, S.35°51'00"E., 185.15 feet to the POINT OF BEGINNING; thence along the Southerly boundary of said School Board of Hillsborough County Property, the following two (2) courses: 1) N.88°56'58"E., 119.61 feet; 2) N.48°32'08"E., 471.26 feet to a point on a curve on the Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712; thence along said Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following six (6) courses: 1) Southerly, 164.55 feet along the arc of a curve to the left having a radius of 1205.00 feet and a central angle of 07°49'28" (chord bearing S.01°18'58"W., 164.43 feet); 2) 5.10°40'38"W., 21.02 feet to a point on a curve; 3) Southerly, 84.23 feet along the arc of said curve to the left having a radius of 1210.00 feet and a central angle of 03°59'18" (chord bearing S.05°33'33"E., 84.21 feet) to a point of reverse curvature; 4) Southerly, 56.31 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 32°15'47"

(chord bearing \$.08°34'42"W., 55.57 feet) to a point of reverse curvature; 5) Southerly, 43.64 feet along the arc of a curve to the left having a radius of 123.00 feet and a central angle of 20°19'36" (chord bearing \$.14°32'47"W., 43.41 feet) to a point of reverse curvature; 6) Southwesterly, 77.06 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 44°09'09" (chord bearing S.26°27'34"W., 75.17 feet) to a point of tangency; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, 5.48°32'08"W., 233.95 feet to a point of curvature; thence along the aforesaid Easterly boundary of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the following two (2) courses: 1) Westerly, 58.41 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 95°36'52" (chord bearing N.83°39'26"W., 51.86 feet) to a point of tangency; 2) N.35°51'00"W., 330.71 feet to the POINT OF BEGINNING.

Containing 3.058 acres, more or less.

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northerlymost corner of TRIPLE CREEK PHASE 4 VILLAGE J, according to the plat thereof, as recorded in Plat Book 135, Pages 169 through 182 inclusive, of the Public Records of Hillsborough County, Florida, also being a point on the Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along said Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, the following three (3) courses: 1) Northeasterly, 415.24 feet along the arc of a curve to the right having a radius of 1115.00 feet and a central angle of 21°20'16" (chord bearing N.37°52'00"E., 412.85 feet) to a point of tangency; 2) N.48°32'08"E., 107.96 feet to a point of curvature; 3) Easterly, 66.53 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 38°07'15" (chord bearing N.67°35'46"E., 65.31 feet) to the Northerlymost corner of TRIPLE CREEK PHASE 3 AMENITY CENTER, according to the plat thereof, as recorded in Plat Book 134, Pages 119 through 123 inclusive, of the Public Records of Hillsborough County. Florida; thence along the Westerly boundary of said TRIPLE CREEK PHASE 3 AMENITY CENTER, the following six (6) courses: 1) S.11°02'05"W., 88.16 feet; 2) S.48°32'08"W., 99.75 feet to a point of curvature; 3) Southwesterly, 95.41 feet along the arc of a curve to the left having a radius of 1040.00 feet and a central angle of 05°15'23" (chord bearing \$.45°54'27"W., 95.38 feet); 4) S.45°02'24"E., 123.87 feet; 5) S.48°32'08"W., 17.24 feet to a point on a curve; 6) Southwesterly, 219.04 feet along the arc of a curve to the left having a radius of 918.00 feet and a central angle of 13°40'17" (chord bearing S.35°08'44"W., 218.53 feet) to a point on the Northerly boundary of the aforesaid TRIPLE CREEK PHASE 4 VILLAGE J; thence along said Northerly boundary of TRIPLE CREEK PHASE 4 VILLAGE J, the following three (3) courses: 1) N.61°41'24"W., 87.00 feet to a point on a curve; 2) Southwesterly, 19.51 feet along the arc of a curve to the left having a radius of 1005.00 feet and a central angle of 01°06'44" (chord bearing S.27°45'14"W., 19.51 feet); 3) N.62°48'08"W., 110.00 feet to the POINT OF

Containing 1.658 acres, more or less.

This instrument was prepared by and upon recording should be returned to:

Jennifer Kilinski, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street Post Office Box 6526 Tallahassee, Florida 32314

CONSENT OF LANDOWNER TO BOUNDARY AMENDMENT

The undersigned ("Landowner") hereby represents that it is the 100% fee simple owner of the property more fully described as the "Contraction Parcel" in Exhibit A attached hereto and made a part hereof ("Property").

The Landowner understands and acknowledges that a petition to amend the boundaries of the Triple Creek Community Development District ("CDD") is intended to be submitted in accordance with the provisions of Chapter 190, Florida Statutes. As the owner of lands which are intended to be added to the CDD, the Landowner understands and acknowledges that pursuant to the provisions of Section 190.046 and 190.005, Florida Statutes, the petitioner is required to include the written consent to the boundary amendment of one hundred percent (100%) of the owners of the lands to be added to the CDD.

The Landowner hereby consents to the contraction of the Property from the CDD. The Landowner agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment. The Landowner further agrees to the recording of this document, which shall be deemed to run with the Property and be binding upon all successors in interest.

The Landowner 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 Landowner.

[signatures on following page]

This Consent of Landowner to Boundary Amendment, as detailed more fully on the preceding page, is executed this 22 day of January , 2021.

LANDOWNER

Witnessed: A lyama Humphreys Print Name: Alixana Humphreys	A Florida corporation By: Chandheku Name: Chandrashekar Laveti	
<i>D.</i>	Dy. 770	
Print Name: Otto Paluas	.*	

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of January, 2021, by Chandrashekar Laveti as Laveti Triple Creek, Inc., on its behalf. He [___] is personally known to me or [___] produced Flowida Dovers Licase _____ as identification.



Notary Public State of Florida

Personally Known
OR Produced Identification
Type of Identification Florida Only License

Exhibit A Contraction Parcel Number 3

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence N.21°59'26"E., 60.28 feet to a point of curvature; thence Northerly, 219.37 feet along the arc of a curve to the left having a radius of 882.00 feet and a central angle of 14°15'01" (chord bearing N.14°51'56"E., 218.80 feet); thence S.82°15'35"E., 19.80 feet; thence S.41°27'52°E., 567.27 feet to a point on the Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, as recorded in Official Records Book 5000, Page 542 and re-recorded in Official Records Book 5024, Page 874, ALL being of the Public Records of Hillsborough County, Florida; thence along said Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, S.48°32'08"W., 596.40 feet to a point of curvature on the Easterly boundary of the aforesaid Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE; thence along said Easterly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following three (3) courses: 1) Westerly, 70.49 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 80°46'39" (chord bearing 5.88°55'28"W., 64.80 feet) to a point of compound curvature; 2) Northwesterly, 100.41 feet along the arc of a curve to the right having a radius of 119.00 feet and a central angle of 48°20'41" (chord bearing N.26°30'52"W., 97.46 feet) to a point of compound curvature; 3) Northerly, 479.90 feet along the arc of a curve to the right having a radius of 1130.00 feet and a central angle of 24°19'58" (chord bearing N.09°49'27"E., 476.30 feet) to the POINT OF BEGINNING.

Containing 5.556 acres, more or less.

ATTACHMENT C

1	ORDINANCE NO
2 3 4 5 6 7 8 9	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA AMENDING ORDINANCE NUMBER 07-14 ESTABLISHING THE TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT, AS AMENDED BY ORDINANCE NUMBER 15-18; PROVIDING FOR AMENDMENT TO SECTION 3 OF SAID ORDINANCE TO CHANGE THE GEOGRAPHICAL BOUNDARIES OF THE
10 11 12 13 14	DISTRICT PURSUANT TO SECTION 190.046, FLORIDA STATUTES; ADDRESSING CONFLICTS; PROVIDING FOR ALL OTHER TERMS AND CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
15 16	WHEREAS, on May 8, 2007, the Board of County Commissioners in and for
17	Hillsborough County, Florida ("County"), adopted Ordinance No. 07-14, which
18	established the Triple Creek Community Development District ("District"); and
19	WHEREAS, on July 21, 2015, the Board of County Commissioners in and for
20	Hillsborough County, Florida ("County"), adopted Ordinance No. 15-18, which amended
21	Ordinance No. 07-14, by expanding the boundaries of the District; and
22	WHEREAS, on October 16, 2020, the District petitioned the County to adopt the
23	Petition to Expand the Boundary of the Triple Creek Community Development District
24	("Petition"), amending Hillsborough County Ordinance No. 07-14, and adding
25	approximately 180.185 acres to the District described in Exhibit A, attached hereto, as the
26	additional area of land for which the District is authorized to manage and finance basic
27	service delivery, and contracting approximately 14.64 acres from the District described in
28	Exhibit B, attached hereto; and
29	WHEREAS, the District will constitute a timely, efficient, effective, responsive,
30	and economic method of delivering community development services, in the area described
31	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
- 2 financing needs for the delivery of capital infrastructure therein without overburdening the
- 3 County and its taxpayers; and
- WHEREAS, the County has held a public hearing on the Petition in accordance
- 5 with requirements and procedures pursuant to Section 190.046(1)(a), Florida Statutes; and
- 6 WHEREAS, the County has considered the record of the public hearing and the
- 5 statutory factors set forth in Section 190.005(1)(e), Florida Statutes, in making its
- 8 determination to grant or deny the Petition; and
- 9 WHEREAS, pursuant to the information contained within the Petition, a review
- 10 conducted by County staff, and otherwise being fully advised as to the facts and
- circumstances contained within the request of the District, the County has decided to grant
- the District's Petition to amend Ordinance No. 07-14 to accomplish said purpose.
- NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
- 14 COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, THIS
- DAY OF 2021 AS FOLLOWS:
- 16 SECTION 1. FINDINGS OF FACT. The Board of County Commissioners hereby finds
- 17 and states that:
- 18 1. the "WHEREAS" clauses stated above are adopted as findings of fact in
- support of this Ordinance;
- 20 2. all statements contained in the Petition are true and correct;
- the amendment of the District's boundaries is not inconsistent with any
- 22 applicable element or portion of the State Comprehensive Plan or the County's
- 23 Comprehensive Plan;

- 4. the area of land within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
- 5. the amendment of the District's boundaries 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, as amended, 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, as amended, is amenable to separate, special-district government.

12 SECTION 2. CONCLUSIONS OF LAW.

13 14

- 1. This proceeding is governed by Chapter 190, Florida Statutes;
- 15 2. The County has jurisdiction pursuant to section 190.005(2), Florida Statutes; and
- 17 3. The granting of the Petition complies with the dictates of Chapter 190, Florida Statutes.
- 19 SECTION 3. GEOGRAPHICAL BOUNDARIES. Exhibit "A" of Ordinance No. 07-14,
- 20 is hereby replaced in its entirety with the legal description attached and set forth in **Exhibit**
- 21 **C** of this Ordinance.
- 22 SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective immediately upon
- 23 receipt of acknowledgment that a copy of this Ordinance has been filed with the Secretary
- 24 of State.

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 2 Ordinance shall not be affected thereby, but shall remain in full force and effect. 3 STATE OF FLORIDA 4 COUNTY OF HILLSBOROUGH 5 6 I, CINDY STUART, Clerk of the Circuit Court and Ex-Officio of the Board of County 7 Commissioners of Hillsborough County, Florida, do hereby certify that the above and 8 foregoing is a true and correct copy of an Ordinance adopted by the Board of County 9 Commissioners at its regular meeting of , as the same appears of record 10 in Minute Book ______ of the Public Records of Hillsborough County, Florida. 11 WITNESS my hand and official seal this day of _______, 2021. 12 13 CINDY STUART, CLERK 14 BY: 15 Deputy Clerk 16 17 APPROVED BY COUNTY ATTORNEY 18 AS TO FORM AND LEGAL 19 **SUFFICIENCY** 20 21 BY: 22 Nancy Y. Takemori 23 Assistant County Attorney 24

EXHIBIT A

TRIPLE CREEK (CDD) EXPANSION PARCEL

DESCRIPTION: A parcel of land lying in Section 36, Township 30 South, Range 20 East and Sections 1 and 2, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 1. also being a point on the Westerly boundary of Special Warranty Deed, as described in Instrument #: 2020257911, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along said Westerly boundary of Special Warranty Deed, as described in Instrument #: 2020257911, the following eleven (11) courses: 1) along the West boundary of the Southwest 1/4 of said Northwest 1/4 of Section 1, N.00°03'58"W., 933.46 feet; 2) S.89°38'44"E., 965.34 feet; 3) N.43°30'19"E., 294.26 feet; 4) N.74°53'45"E., 473.04 feet; 5) N.03°50'08"E., 115.98 feet to a point on the South boundary of COLONIAL HILLS PHASE 4, according to the plat thereof, as recorded in Plat Book 89, Page 14, of the Public Records of Hillsborough County, Florida; 6) along said South boundary of COLONIAL HILLS PHASE 4. S.89°39'20"E., 384.60 feet to the Southeast corner of said COLONIAL HILLS PHASE 4; 7) along the East boundary of said COLONIAL HILLS PHASE 4. N.00°27'26"W., 876.84 feet to the Northeast corner of said COLONIAL HILLS PHASE 4, also being the Southeast corner of BELL CREEK PRESERVE PHASE 2, according to the plat thereof, as recorded in Plat Book 129, Pages 63 through 69 inclusive, of the Public Records of Hillsborough County, Florida; 8) along the East boundary of said BELL CREEK PRESERVE PHASE 2, continue N.00°27'26"W., 72.98 feet to a point on the Southerly boundary of TRACT "A" PARCEL 1, as described in Warranty Deed, recorded in Official Records Book 8823, Page 664, of the Public Records of Hillsborough County, Florida; 9) along said Southerly boundary of TRACT "A" PARCEL 1, N.69°31'50"E., 885.31 feet to the Southeast corner of said TRACT "A" PARCEL 1; 10) along the East boundary of said TRACT "A" PARCEL 1, N.00°36'42"W., 460.00 feet to the Northeast corner of said TRACT "A" PARCEL 1, also being the Southeast corner of BELL CREEK PRESERVE PHASE 1, according to the plat thereof, as recorded in Plat Book 124, Pages 206 through 213 inclusive, of the Public Records of Hillsborough County, Florida; 11) along the East boundary of said BELL CREEK PRESERVE PHASE 1, continue N.00°36'42"W., 866.74 feet to a point on the South boundary of the right-of-way for Rhodine Road, as recorded in Official Records Book 2043, Page 806, of the Public Records of Hillsborough County, Florida; thence along the North boundary of said Warranty Deed, as described in Instrument #: 2020257911 and said South boundary of the right-of-way for Rhodine Road, S.89°41'51"E., 100.01 feet to the Northeast corner of said Special Warranty Deed, as described in Instrument #: 2020257911, also being the Northwest corner of Deed in Trust, as described in Official Records Book

20249, Page 703, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said Special Warranty Deed, as described in Instrument #: 2020257911, the following seven (7) courses: 1) along the West boundary of said Deed in Trust, S.00°36'42"E., 867.00 feet to the Southwest corner of said Deed in Trust, also being the Northwest corner of TRACT "A" PARCEL 2, as described in the aforesaid Warranty Deed, recorded in Official Records Book 8823, Page 664; 2) along the Westerly boundary of said TRACT "A" PARCEL 2, continue S.00°36'42"E., 528.36 feet; 3) along the Westerly boundary of said TRACT "A" PARCEL 2, S.69°31'50"W., 885.51 feet; 4) along the Westerly boundary of said TRACT "A" PARCEL 2, S.00°27'26"E., 1333.29 feet to the Southwest corner of TRACT "A" PARCEL 2; 5) along the South boundary of said TRACT "A" PARCEL 2, S.88°31'59"E., 1157.30 feet to the Southeast corner of said TRACT "A" PARCEL 2, also being a point on the Westerly boundary of Quit Claim Deed as described in Official Records Book 16149, Page 717, of the Public Records of Hillsborough County, Florida; 6) along the Westerly boundary of said Quit Claim Deed, continue S.88°31'59"E., 465.00 feet; 7) along said Westerly boundary of said Quit Claim Deed, S.01°15'53"E., 1090.44 feet to the Southeast corner of said Special Warranty Deed, as described in Instrument #: 2020257911, also being the Northeast corner of Notice of Boundary Amendment of the Triple Creek Community Development District, as described in Official Records Book 23526, Page 1044, of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said Special Warranty Deed, as described in Instrument #: 2020257911, and the Northerly boundary of said Notice of Boundary Amendment of the Triple Creek Community Development District, the following nine (9) courses: 1) S.77°03'38"W., 325.24 feet; 2) S.61°12'45"W., 541.87 feet; 3) S.02°22'30"E., 238.61 feet; 4) S.77°14'11"W., 468.18 feet; 5) N.70°51'18"W., 621.63 feet; 6) S.76°50'44"W., 1018.69 feet; 7) N.00°56'28"W., 350.65 feet; 8), S.77°50'45"W., 2178.49 feet; 9) N.89°29'33"W., 125.03 feet to a point on the East boundary of TROPICAL ACRES SOUTH UNIT 4, according to the plat thereof, as recorded in Plat Book 46, Page 52, of the Public Records of Hillsborough County, Florida; thence said East boundary of TROPICAL ACRES SOUTH UNIT 4, N.00°18'00"E., 1046.49 feet to a point on the North boundary of the Northeast 1/4 of the Southeast 1/4 of the aforesaid Section 2; thence along said North boundary of the Northeast 1/4 of the Southeast 1/4 of Section 2, S.88°43'21"E., 1307.78 feet to the POINT OF BEGINNING.

Containing 180.185 acres, more or less.

EXHIBIT B

TRIPLE CREEK (CDD) CONTRACTION PARCEL 1

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the Westerly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the following two (2) courses: 1) S.35°51'00"E., 558.05 feet to a point of curvature; 2) Southeasterly, 1.63 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 02°40'05" (chord bearing S.34°30'58"E., 1.63 feet) to a point on a curve; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, Southwesterly, 497.11 feet along the arc of a curve to the right having a radius of 1340.00 feet and a central angle of 21°15'19" (chord bearing S.58°27'38"W., 494.26 feet) to a point on the Easterly boundary of PNC Lending, LLC Property, as described in Warranty Deed, recorded in Official Records Book 24010, Page 412, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of PNC Lending, LLC Property, N.01°03'02"W., 803.27 feet to the Northeast corner of said PNC Lending, LLC Property; thence S.89°36'48"E., 42.74 feet; thence S.35°51'00"E., 111.81 feet to the POINT OF BEGINNING.

Containing 4.367 acres, more or less.

TRIPLE CREEK (CDD) CONTRACTION PARCEL 2

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, also being a point on the Westerly boundary of School Board of Hillsborough County Property, as described in Special Warranty Deed, recorded in Official Records Book 24414, Page 1016, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE and said Westerly boundary of School Board of Hillsborough County Property, S.35°51'00"E., 185.15 feet to the POINT OF BEGINNING; thence along the Southerly boundary of said School Board of Hillsborough County Property, the following two (2) courses: 1) N.88°56'58"E., 119.61 feet; 2) N.48°32'08"E., 471.26 feet to a point on a curve on the Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712; thence along said Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following six (6) courses: 1) Southerly, 164.55 feet along the arc of a curve to the left having a radius of 1205.00 feet and a central angle of 07°49'28" (chord bearing S.01°18'58"W., 164.43 feet); 2) S.10°40'38"W., 21.02 feet to a point on a curve; 3) Southerly, 84.23 feet along the arc of said curve to the left having a radius of 1210.00 feet and a central angle of 03°59'18" (chord bearing S.05°33'33"E., 84.21 feet) to a point of reverse curvature; 4) Southerly, 56.31 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 32°15'47" (chord bearing S.08°34'42"W., 55.57 feet) to a point of reverse curvature; 5) Southerly, 43.64 feet along the arc of a curve to the left having a radius of 123.00 feet and a central angle of 20°19'36" (chord bearing S.14°32'47"W., 43.41 feet) to a point of reverse curvature; 6) Southwesterly, 77.06 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 44°09'09" (chord bearing S.26°27'34"W., 75.17 feet) to a point of tangency; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, S.48°32'08"W., 233.95 feet to a point of curvature; thence along the aforesaid Easterly boundary of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the following two (2) courses: 1) Westerly, 58.41 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 95°36'52" (chord bearing N.83°39'26"W.,

51.86 feet) to a point of tangency; 2) N.35°51'00"W., 330.71 feet to the POINT OF BEGINNING.

Containing 3.058 acres, more or less.

TRIPLE CREEK (CDD) CONTRACTION PARCEL 3

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence N.21°59'26"E., 60.28 feet to a point of curvature; thence Northerly, 219.37 feet along the arc of a curve to the left having a radius of 882.00 feet and a central angle of 14°15'01" (chord bearing N.14°51'56"E., 218.80 feet); thence S.82°15'35"E., 19.80 feet; thence S.41°27'52"E., 567.27 feet to a point on the Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, as recorded in Official Records Book 5000, Page 542 and re-recorded in Official Records Book 5024, Page 874, ALL being of the Public Records of Hillsborough County, Florida; thence along said Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, S.48°32'08"W., 596.40 feet to a point of curvature on the Easterly boundary of the aforesaid Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE; thence along said Easterly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following three (3) courses: 1) Westerly, 70.49 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 80°46'39" (chord bearing S.88°55'28"W., 64.80 feet) to a point of compound curvature; 2) Northwesterly, 100.41 feet along the arc of a curve to the right having a radius of 119.00 feet and a central angle of 48°20'41" (chord bearing N.26°30'52"W., 97.46 feet) to a point of compound curvature; 3) Northerly, 479.90 feet along the arc of a curve to the right having a radius of 1130.00 feet and a central angle of 24°19'58" (chord bearing N.09°49'27"E., 476.30 feet) to the POINT OF BEGINNING.

Containing 5.556 acres, more or less.

TRIPLE CREEK (CDD) CONTRACTION PARCEL 4

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northerlymost corner of TRIPLE CREEK PHASE 4 VILLAGE J, according to the plat thereof, as recorded in Plat Book 135, Pages 169 through 182 inclusive, of the Public Records of Hillsborough County, Florida, also being a point on the Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along said Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, the following three (3) courses: 1) Northeasterly, 415.24 feet along the arc of a curve to the right having a radius of 1115.00 feet and a central angle of 21°20'16" (chord bearing N.37°52'00"E., 412.85 feet) to a point of tangency; 2) N.48°32'08"E., 107.96 feet to a point of curvature; 3) Easterly, 66.53 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 38°07'15" (chord bearing N.67°35'46"E., 65.31 feet) to the Northerlymost corner of TRIPLE CREEK PHASE 3 AMENITY CENTER, according to the plat thereof, as recorded in Plat Book 134, Pages 119 through 123 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said TRIPLE CREEK PHASE 3 AMENITY CENTER, the following six (6) courses: 1) S.11°02'05"W., 88.16 feet; 2) S.48°32'08"W., 99.75 feet to a point of curvature; 3) Southwesterly, 95.41 feet along the arc of a curve to the left having a radius of 1040.00 feet and a central angle of 05°15'23" (chord bearing \$.45°54'27"W., 95.38 feet); 4) \$.45°02'24"E., 123.87 feet; 5) S.48°32'08"W., 17.24 feet to a point on a curve; 6) Southwesterly, 219.04 feet along the arc of a curve to the left having a radius of 918.00 feet and a central angle of 13°40'17" (chord bearing S.35°08'44"W., 218.53 feet) to a point on the Northerly boundary of the aforesaid TRIPLE CREEK PHASE 4 VILLAGE J; thence along said Northerly boundary of TRIPLE CREEK PHASE 4 VILLAGE J, the following three (3) courses: 1) N.61°41'24"W., 87.00 feet to a point on a curve; 2) Southwesterly, 19.51 feet along the arc of a curve to the left having a radius of 1005.00 feet and a central angle of 01°06'44" (chord bearing S.27°45'14"W., 19.51 feet); 3) N.62°48'08"W., 110.00 feet to the POINT OF BEGINNING.

Containing 1.658 acres, more or less.

EXHIBIT C

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT (DISTRICT BOUNDARIES AFTER BOUNDARY MODIFICATION)

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTIONS 1, 2, 10, 11 AND 12, TOWNSHIP 31 SOUTH, RANGE 20 EAST, AND IN SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, ALL IN HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE EAST (AN ASSUMED BEARING) ALONG THE SOUTH BOUNDARY OF SAID SECTION 11. A DISTANCE OF 1081.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALM-RIVERVIEW ROAD; THENCE NORTH 25°35'00" WEST, ALONG AFORESAID EASTERLY RIGHT-OF-WAY LINE, 150.00 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 25°35'00" WEST, ALONG SAID RIGHT-OF-WAY LINE, 402.29 FEET; THENCE NORTH 29°51'18" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BALM-RIVERVIEW ROAD, 1552.60 FEET; THENCE NORTH 24°09'28" WEST ALONG AFORESAID EASTERLY RIGHT-OF-WAY LINE 883.18 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 31 SOUTH, RANGE 20 EAST: THENCE SOUTH 89°42'05" EAST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF SECTION 10, A DISTANCE OF 229.30 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE SOUTH 89°54'40" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 11, A DISTANCE OF 3955.14 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE NORTH 01°17'35" WEST, ALONG THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 11, A DISTANCE OF 710.20 FEET; THENCE SOUTH 89°52'01" EAST. ALONG THE EASTERLY PROJECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BIG BEND ROAD, 20.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1350.00 FEET, A CHORD OF 487.88 FEET WHICH BEARS NORTH 78°17'48" EAST, 490.58 FEET; THENCE NORTH 01°17'35" WEST, 804.66 FEET; THENCE NORTH 89°52'01" WEST. 500.00 FEET TO THE WEST LINE OF THE EAST 1/4 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE NORTH 01°17'35" WEST, ALONG THE WEST LINE OF THE EAST 1/4 OF SECTION 11, A DISTANCE OF 1032.82 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST: THENCE NORTH 00°08'46' WEST, ALONG THE WEST LINE OF THE EAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, 1650.00 FEET; THENCE SOUTH 89°55'05" EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 130.45 FEET; THENCE NORTH 77°35'27" EAST, 2178.06 FEET; THENCE SOUTH 01°20'58" EAST, 350.52 FEET; THENCE NORTH 76°33'57" EAST, 1019.38 FEET; THENCE SOUTH 71°04'33" EAST, 621.60 FEET; THENCE NORTH 76°55'22" EAST, 468.39 FEET; THENCE NORTH 02°37'58" WEST, 238.46 FEET; THENCE NORTH 60°56'37" EAST, 541.84 FEET, THENCE NORTH 76°45'07" EAST, 325.40 FEET; THENCE SOUTH 01°34'43" EAST, 822.56 FEET TO A POINT 1650.00 FEET NORTH OF THE SOUTH

LINE OF SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST, THENCE NORTH 89°46'26" EAST, PARALLEL TO SAID SOUTH LINE OF SECTION 1, A DISTANCE OF 1527.65 FEET TO THE EAST LINE OF SAID SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE NORTH 89°59'20" EAST, PARALLEL TO AND 1650.00 FEET NORTH OF THE SOUTH LINE OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, 1279(±) FEET TO THE CENTERLINE OF BELL CREEK; THENCE MEANDER SOUTHERLY ALONG THE CENTERLINE OF BELL CREEK (AS SHOWN ON SURVEY BY BRANDON SURVEYING INC., FOR P.M.C., INC., WELCH GOSSETT DATED JULY 5, 1977) TO THE INTERSECTION OF SAID CENTERLINE WITH A LINE 100.00 FEET NORTH OF THE SOUTH LINE OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST; THENCE NORTH 89°59'20" EAST, PARALLEL TO AND 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1116.00 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°57'54" EAST, PARALLEL TO AND 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 2117.95 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF BOYETTE-BALM ROAD; THENCE SOUTH 38°46'51" WEST, ALONG SAID RIGHT-OF-WAY LINE, 128.23 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST; THENCE NORTH 89°57'54" WEST, 2037.25 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°59'20" WEST, 2660.81 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89°46'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST, 1325.08 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01°00'48" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 31 SOUTH, RANGE 20 EAST, 1330.32 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°52'02" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1322.85 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01°06'42" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 12, A DISTANCE OF 3984.78 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89°50'33" WEST, ALONG THE SOUTH LINE OF SECTION 12, TOWNSHIP 31 SOUTH, RANGE 20 EAST, 2632.09 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°51'24" WEST, ALONG THE SOUTH LINE OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST, 637.50 FEET TO A POINT 2001.35 FEET EASTERLY OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE NORTH 00°08'36" EAST, 1065.26 FEET; THENCE NORTH 89°51'24" WEST, PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 1260.00 FEET; THENCE SOUTH 00°08'36" WEST, 930.00 FEET; THENCE NORTH 89°51'24" WEST, 744.67 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE WEST PARALLEL TO AND 135.26 FEET NORTH OF THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1620.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND AS CONVEYED TO THE COUNTY OF HILLSBOROUGH, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5000,

PAGE 542, AND RE-RECORDED IN OFFICAL RECORDS BOOK 5024, PAGE 874, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

A STRIP OF LAND 100 FEET WIDE, LYING IN SECTION 1, 11 AND 12, TOWNSHIP 31 SOUTH, RANGE 20 EAST, AND IN SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND LYING BETWEEN THE EAST BOUNDARY OF THE WEST 3/4 OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST, AND THE WEST RIGHT-OF-WAY LINE OF BOYETTE-BALM ROAD AND WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA: THENCE NORTH 89°51' WEST ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF SECTION 11, A DISTANCE OF 1322.70 FEET TO THE SOUTHEAST CORNER OF THE WEST 3/4 OF THE NORTH 1/2 OF SAID SECTION 11; THENCE NORTH 1°12'45" WEST, ALONG THE EAST BOUNDARY OF SAID WEST 3/4 OF THE NORTH 1/2, A DISTANCE OF 660.20 FEET FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; RUN THENCE SOUTH 89°51' EAST, ALONG A LINE 660.00 FEET NORTH AND PARALLEL TO THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF SECTION 11, A DISTANCE OF 20.0 FEET TO THE P.C. OF A 1400 FOOT RADIUS CURVE TO THE LEFT, FROM SAID PC RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID 1400 FOOT RADIUS CURVE, A DISTANCE OF 1015.92 FEET TO THE P.T. OF SAID CURVE, SAID ARC BEING SUBTENDED BY A 993.78 FOOT CHORD HAVING A BEARING OF NORTH 69°21'41" EAST, FROM SAID P.T., RUN THENCE NORTH 48°34'22" EAST, 2158.20 FEET TO THE P.C. OF A 1000.0 FOOT RADIUS CURVE TO THE RIGHT (SAID DESCRIBED COURSE LYING IN SECTION 11 AND 12, TOWNSHIP 31 SOUTH, RANGE 20 EAST); FROM SAID P.C. RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID 1000.00 FOOT RADIUS CURVE, A DISTANCE OF 725.76 FEET TO THE P.T. OF SAID CURVE, SAID ARC BEING SUBTENDED BY A 709.93 FOOT CHORD, HAVING A BEARING OF NORTH 69°21'51" EAST, (SAID DESCRIBED COURSE LYING IN SECTION 1 AND 12, TOWNSHIP 31 SOUTH, RANGE 20 EAST); FROM SAID P.T. RUN THENCE SOUTH 89°50'40" EAST, ALONG A LINE 50.0 FEET NORTH AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 1, A DISTANCE OF 3349.66 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 1; THENCE RUN NORTH 89°53'30" EAST ALONG A LINE 50.0 FEET NORTH AND PARALLEL TO THE SOUTH BOUNDARY OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, A DISTANCE OF 4735.85 FEET TO A POINT OF TERMINUS, SAID POINT LYING ALSO ON THE WEST RIGHT-OF-WAY LINE OF BOYETTE-BALM ROAD.

THE NORTHERLY AND SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED 100 FOOT STRIP EXTENDS EAST, FROM THE EAST BOUNDARY OF THE WEST 3/4 OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 31 SOUTH, RANGE 20 EAST, TO THE WESTERLY RIGHT-OF-WAY LINE OF BOYETTE-BALM ROAD.

PARCEL CONTAINS 1010.64 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

(CDD) EXPANSION PARCEL

DESCRIPTION: A parcel of land lying in Section 36, Township 30 South, Range 20 East and Sections 1 and 2, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 1, also being a point on the Westerly boundary of Special Warranty Deed, as described in Instrument #: 2020257911, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along said Westerly boundary of Special Warranty Deed, as described in Instrument #: 2020257911, the following eleven (11) courses: 1) along the West boundary of the Southwest 1/4 of said Northwest 1/4 of Section 1, N.00°03'58"W., 933.46 feet; 2) S.89°38'44"E., 965.34 feet; 3) N.43°30'19"E., 294.26 feet; 4) N.74°53'45"E., 473.04 feet; 5) N.03°50'08"E., 115.98 feet to a point on the South boundary of COLONIAL HILLS PHASE 4, according to the plat thereof, as recorded in Plat Book 89, Page 14, of the Public Records of Hillsborough County, Florida; 6) along said South boundary of COLONIAL HILLS PHASE 4, S.89°39'20"E., 384.60 feet to the Southeast corner of said COLONIAL HILLS PHASE 4; 7) along the East boundary of said COLONIAL HILLS PHASE 4, N.00°27'26"W., 876.84 feet to the Northeast corner of said COLONIAL HILLS PHASE 4, also being the Southeast corner of BELL CREEK PRESERVE PHASE 2, according to the plat thereof, as recorded in Plat Book 129, Pages 63 through 69 inclusive, of the Public Records of Hillsborough County, Florida; 8) along the East boundary of said BELL CREEK PRESERVE PHASE 2, continue N.00°27'26"W., 72.98 feet to a point on the Southerly boundary of TRACT "A" PARCEL 1, as described in Warranty Deed, recorded in Official Records Book 8823, Page 664, of the Public Records of Hillsborough County, Florida; 9) along said Southerly boundary of TRACT "A" PARCEL 1, N.69°31'50"E., 885.31 feet to the Southeast corner of said TRACT "A" PARCEL 1; 10) along the East boundary of said TRACT "A" PARCEL 1, N.00°36'42"W., 460.00 feet to the Northeast corner of said TRACT "A" PARCEL 1, also being the Southeast corner of BELL CREEK PRESERVE PHASE 1, according to the plat thereof, as recorded in Plat Book 124, Pages 206 through 213 inclusive, of the Public Records of Hillsborough County, Florida; 11) along the East boundary of said BELL CREEK PRESERVE PHASE 1, continue N.00°36'42"W., 866.74 feet to a point on the South boundary of the right-of-way for Rhodine Road, as recorded in Official Records Book 2043, Page 806, of the Public Records of Hillsborough County, Florida; thence along the North boundary of said Warranty Deed, as described in Instrument #: 2020257911 and said South boundary of the right-of-way for Rhodine Road, S.89°41'51"E., 100.01 feet to the Northeast corner of said Special Warranty Deed, as described in Instrument #: 2020257911, also being the Northwest corner of Deed in Trust, as described in Official Records Book 20249, Page 703, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said Special Warranty Deed, as described in Instrument #: 2020257911, the following seven (7) courses: 1)

along the West boundary of said Deed in Trust, S.00°36'42"E., 867.00 feet to the Southwest corner of said Deed in Trust, also being the Northwest corner of TRACT "A" PARCEL 2, as described in the aforesaid Warranty Deed, recorded in Official Records Book 8823, Page 664; 2) along the Westerly boundary of said TRACT "A" PARCEL 2, continue S.00°36'42"E., 528.36 feet; 3) along the Westerly boundary of said TRACT "A" PARCEL 2, S.69°31'50"W., 885.51 feet; 4) along the Westerly boundary of said TRACT "A" PARCEL 2, S.00°27'26"E., 1333.29 feet to the Southwest corner of TRACT "A" PARCEL 2; 5) along the South boundary of said TRACT "A" PARCEL 2, S.88°31'59"E., 1157.30 feet to the Southeast corner of said TRACT "A" PARCEL 2, also being a point on the Westerly boundary of Quit Claim Deed as described in Official Records Book 16149, Page 717, of the Public Records of Hillsborough County, Florida; 6) along the Westerly boundary of said Quit Claim Deed, continue S.88°31'59"E., 465.00 feet; 7) along said Westerly boundary of said Quit Claim Deed, S.01°15'53"E., 1090.44 feet to the Southeast corner of said Special Warranty Deed, as described in Instrument #: 2020257911, also being the Northeast corner of Notice of Boundary Amendment of the Triple Creek Community Development District, as described in Official Records Book 23526, Page 1044, of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said Special Warranty Deed, as described in Instrument #: 2020257911, and the Northerly boundary of said Notice of Boundary Amendment of the Triple Creek Community Development District, the following nine (9) courses: 1) S.77°03'38"W., 325.24 feet; 2) S.61°12'45"W., 541.87 feet; 3) S.02°22'30"E., 238.61 feet; 4) 5.77°14'11"W., 468.18 feet; 5) N.70°51'18"W., 621.63 feet; 6) S.76°50'44"W., 1018.69 feet; 7) N.00°56'28"W., 350.65 feet; 8) , S.77°50'45"W., 2178.49 feet; 9) N.89°29'33"W., 125.03 feet to a point on the East boundary of TROPICAL ACRES SOUTH UNIT 4, according to the plat thereof, as recorded in Plat Book 46, Page 52, of the Public Records of Hillsborough County, Florida; thence said East boundary of TROPICAL ACRES SOUTH UNIT 4, N.00°18'00"E., 1046.49 feet to a point on the North boundary of the Northeast 1/4 of the Southeast 1/4 of the aforesaid Section 2; thence along said North boundary of the Northeast 1/4 of the Southeast 1/4 of Section 2, S.88°43'21"E., 1307.78 feet to the POINT OF BEGINNING.

Containing 180.185 acres, more or less.

LESS AND EXCEPT THE FOLLOWING FOUR (4) PARCELS OF LAND:

CONTRACTION PARCEL 1
 DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the Westerly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the

following two (2) courses: 1) S.35°51'00"E., 558.05 feet to a point of curvature; 2) Southeasterly, 1.63 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 02°40'05" (chord bearing S.34°30'58"E., 1.63 feet) to a point on a curve; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, Southwesterly, 497.11 feet along the arc of a curve to the right having a radius of 1340.00 feet and a central angle of 21°15'19" (chord bearing S.58°27'38"W., 494.26 feet) to a point on the Easterly boundary of PNC Lending, LLC Property, as described in Warranty Deed, recorded in Official Records Book 24010, Page 412, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of PNC Lending, LLC Property, N.01°03'02"W., 803.27 feet to the Northeast corner of said PNC Lending, LLC Property; thence S.89°36'48"E., 42.74 feet; thence S.35°51'00"E., 111.81 feet to the POINT OF BEGINNING.

Containing 4.367 acres, more or less.

2. CONTRACTION PARCEL 2

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County. Florida, also being a point on the Westerly boundary of School Board of Hillsborough County Property, as described in Special Warranty Deed, recorded in Official Records Book 24414, Page 1016, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE and said Westerly boundary of School Board of Hillsborough County Property, S.35°51'00"E., 185.15 feet to the POINT OF BEGINNING; thence along the Southerly boundary of said School Board of Hillsborough County Property, the following two (2) courses: 1) N.88°56'58"E., 119.61 feet; 2) N.48°32'08"E., 471.26 feet to a point on a curve on the Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712; thence along said Westerly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following six (6) courses: 1) Southerly, 164.55 feet along the arc of a curve to the left having a radius of 1205.00 feet and a central angle of 07°49'28" (chord bearing S.01°18'58"W., 164.43 feet); 2) S.10°40'38"W., 21.02 feet to a point on a curve; 3) Southerly, 84.23 feet along the arc of said curve to the left having a radius of 1210.00 feet and a central angle of 03°59'18" (chord bearing S.05°33'33"E., 84.21 feet) to a point of reverse curvature; 4) Southerly, 56.31 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 32°15'47"

(chord bearing S.08°34'42"W., 55.57 feet) to a point of reverse curvature; 5) Southerly, 43.64 feet along the arc of a curve to the left having a radius of 123.00 feet and a central angle of 20°19'36" (chord bearing S.14°32'47"W., 43.41 feet) to a point of reverse curvature; 6) Southwesterly, 77.06 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 44°09'09" (chord bearing S.26°27'34"W., 75.17 feet) to a point of tangency; thence along the Northerly boundary of Right-of-Way Conveyance Parcel 3 for TRIPLE CREEK BOULEVARD, as described in the aforesaid Warranty Deed, recorded in Official Records Book 25134, Page 712, S.48°32'08"W., 233.95 feet to a point of curvature; thence along the aforesaid Easterly boundary of Right-of-Way Conveyance Parcel 3 for FLEMENCO DRIVE, the following two (2) courses: 1) Westerly, 58.41 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 95°36'52" (chord bearing N.83°39'26"W., 51.86 feet) to a point of tangency; 2) N.35°51'00"W., 330.71 feet to the POINT OF BEGINNING.

Containing 3.058 acres, more or less.

CONTRACTION PARCEL 3

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence N.21°59'26"E., 60.28 feet to a point of curvature; thence Northerly, 219.37 feet along the arc of a curve to the left having a radius of 882.00 feet and a central angle of 14°15'01" (chord bearing N.14°51'56"E., 218.80 feet); thence S.82°15'35"E., 19.80 feet; thence S.41°27'52"E., 567.27 feet to a point on the Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, as recorded in Official Records Book 5000, Page 542 and re-recorded in Official Records Book 5024. Page 874, ALL being of the Public Records of Hillsborough County, Florida; thence along said Northerly boundary of the right-of-way for TRIPLE CREEK BOULEVARD, S.48°32'08"W., 596.40 feet to a point of curvature on the Easterly boundary of the aforesaid Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE; thence along said Easterly boundary of Right-of-Way Conveyance Parcel 3 for BOGGY CREEK DRIVE, the following three (3) courses: 1) Westerly, 70.49 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 80°46'39" (chord bearing S.88°55'28"W., 64.80 feet) to a point of compound curvature; 2) Northwesterly, 100.41 feet along the arc of a curve to the right having a radius of 119.00 feet and a central angle of 48°20'41" (chord bearing N.26°30°52"W., 97.46 feet) to a point of compound curvature; 3) Northerly, 479.90 feet along the arc of a curve to the right having a radius of 1130.00

feet and a central angle of 24°19'58" (chord bearing N.09°49'27"E., 476.30 feet) to the **POINT OF BEGINNING.**

Containing 5.556 acres, more or less.

4. CONTRACTION PARCEL 4

DESCRIPTION: A parcel of land lying in Section 11, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northerlymost corner of TRIPLE CREEK PHASE 4 VILLAGE J, according to the plat thereof, as recorded in Plat Book 135, Pages 169 through 182 inclusive, of the Public Records of Hillsborough County, Florida, also being a point on the Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, as described in Warranty Deed, recorded in Official Records Book 25134, Page 712, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along said Southerly boundary of Right-of-Way Conveyance Parcel 2 for TRIPLE CREEK BOULEVARD, the following three (3) courses: 1) Northeasterly, 415.24 feet along the arc of a curve to the right having a radius of 1115.00 feet and a central angle of 21°20'16" (chord bearing N.37°52'00"E., 412.85 feet) to a point of tangency; 2) N.48°32'08"E., 107.96 feet to a point of curvature; 3) Easterly, 66.53 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 38°07'15" (chord bearing N.67°35'46"E., 65.31 feet) to the Northerlymost corner of TRIPLE CREEK PHASE 3 AMENITY CENTER, according to the plat thereof, as recorded in Plat Book 134, Pages 119 through 123 inclusive, of the Public Records of Hillsborough County, Florida: thence along the Westerly boundary of said TRIPLE CREEK PHASE 3 AMENITY CENTER, the following six (6) courses: 1) S.11°02'05"W., 88.16 feet; 2) S.48°32'08"W., 99.75 feet to a point of curvature; 3) Southwesterly, 95.41 feet along the arc of a curve to the left having a radius of 1040.00 feet and a central angle of 05°15'23" (chord bearing S.45°54'27"W., 95.38 feet); 4) S.45°02'24"E., 123.87 feet; 5) S.48°32'08"W., 17.24 feet to a point on a curve: 6) Southwesterly, 219.04 feet along the arc of a curve to the left having a radius of 918.00 feet and a central angle of 13°40'17" (chord bearing S.35°08'44"W., 218.53 feet) to a point on the Northerly boundary of the aforesaid TRIPLE CREEK PHASE 4 VILLAGE J; thence along said Northerly boundary of TRIPLE CREEK PHASE 4 VILLAGE J, the following three (3) courses: 1) N.61°41'24"W., 87.00 feet to a point on a curve; 2) Southwesterly, 19.51 feet along the arc of a curve to the left having a radius of 1005.00 feet and a central angle of 01°06'44" (chord bearing S.27°45'14"W., 19.51 feet); 3) N.62°48'08"W., 110.00 feet to the POINT OF BEGINNING.

Containing 1.658 acres, more or less.

ALTOGETHER containing 1176.186 acres, more or less.

