

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
PUBLIC HEARING & REGULAR MEETING
FEBRUARY 15, 2022**

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT AGENDA
TUESDAY, FEBRUARY 15, 2022 AT 11:00 A.M.
SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY
LOCATED AT 16615 BEXLEY VILLAGE DR., LAND O' LAKES, FL 34638**

District Board of Supervisors	Chair Vice-Chair Supervisor Supervisor Supervisor	Jeffery Hills Nicholas Dister Steve Luce Ryan Motko Thomas Spence
District Manager	Meritus	Brian Lamb
District Attorney	Straley Robin Vericker	John Vericker
District Engineer	Stantec, Inc	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **11:00 a.m.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

February 15, 2022
Board of Supervisors
Two Rivers North Community Development District

Dear Board Members:

The Public Hearing & Regular Meeting of the Two Rivers North Community Development District will be held on **February 15, 2022 at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Bexley Village Dr, Land O' Lakes, FL 34638.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 9074748

PUBLIC HEARINGS AND REGULAR MEETING OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO PUBLIC HEARINGS**
- 4. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**
 - A. Open the Public Hearing on Adopting Uniform Method of Collection
 - B. Staff Presentation
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Method of Collection
 - E. Consideration of Resolution 2022-30; Adopting Uniform Method of Collection.....Tab 01
- 5. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**
 - A. Open the Public Hearing on Adopting Uniform Rules of Procedure
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Rules of Procedure
 - E. Consideration of Resolution 2022-31; Adopting Uniform Rules of Procedure.....Tab 02
- 6. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2022 BUDGET**
 - A. Open Public Hearing on Adopting Final Fiscal Year 2022 Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close Public Hearing on Adopting Final Fiscal Year 2022 Budget
 - E. Consideration of Resolution 2022-32; Adopting Final Fiscal Year 2022 Budget.....Tab 03
 - i. Developer Funding Agreement
- 7. RETURN AND PROCEED TO REGULAR MEETING**
- 8. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 9. BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-33; Supplemental Assessment Resolution.....Tab 04
 - B. Acceptance of Warranty Deeds - Parcel A-1 & Parcel A-2.....Tab 05
 - C. General Matters of the District
- 10. CONSENT AGENDA ITEMS**
 - A. Consideration of the Special Organizational Meeting Minutes December 17, 2021.....Tab 06
 - B. Consideration of the Landowners Election Minutes January 18, 2022.....Tab 07
 - C. Consideration of the Public Hearing & Regular Meeting Minutes January 18, 2022.....Tab 08
- 11. STAFF REPORTS**

- A. District Counsel
- B. District Manager
- C. District Engineer

12. BOARD MEMBERS COMMENTS

13. PUBLIC COMMENTS

14. ADJOURNMENT

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



RESOLUTION 2022-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF COLLECTION FOR ANY NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED NOW OR IN THE FUTURE BY THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Two Rivers North Community Development District (the “**District**”) is a local unit of special-purpose government that was established pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”);

WHEREAS, the Act authorizes the Board of Supervisors of the District (the “**Board**”) to levy non-ad valorem special assessments for the purposes authorized by the Act and Chapter 170, Florida Statutes (“**Special Assessments**”) using the procedures provided in the Act, Chapter 170, and Chapter 197, Florida Statutes;

WHEREAS, the Board levied and/or may need to levy Special Assessments in the future to provide necessary funds: (1) for the administrative operations of the District, (2) to construct or acquire any facilities and projects of the District, (3) to maintain and preserve any facilities and projects of the District, and (4) to enable the District to provide any other services authorized by law;

WHEREAS, the Act authorizes the District, at its sole discretion, to collect and enforce its Special Assessments pursuant to the provisions of the Act, Sections 197.3631, 197.3632, and 197.3635, Chapter 170, or Chapter 173, Florida Statutes;

WHEREAS, Section 197.3632, Florida Statutes authorizes the District to use the uniform method of collection (the “**Uniform Method of Collection**”) to collect its Special Assessments if the District certifies its non-ad valorem assessment roll to the Tax Collector of Pasco County, which enables the Special Assessments, or the portion thereof that is certified, to be collected on the annual tax bill and enforced pursuant to Florida law;

WHEREAS, the Board finds that use of the Uniform Method of Collection can result in the more efficient and effective collection and enforcement of certain Special Assessments levied by the District which are certified for collection using the Uniform Method of Collection; and

WHEREAS, in accordance with the requirements of Section 197.3632, Florida Statutes, the Board caused notice of a public hearing on its intent to use the Uniform Method of Collection to be advertised weekly in a newspaper of general circulation within Pasco County for 4 consecutive weeks prior to such hearing and held the public hearing prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.
2. The Board hereby expresses its intent to use the Uniform Method of Collection for any Special Assessments levied by the Board, now and in the future, on any properties within the boundaries of

the District pursuant to the legal description included in **Exhibit A**, attached hereto and incorporated herein.

3. The Special Assessments, which may be collected annually pursuant to the provisions of the Act, and the District's use of the Uniform Method of Collection may continue in any given year when the Board determines that use of the Uniform Method of Collection for that year is in the best interests of the District.
4. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Pasco County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.
5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
6. This Resolution shall become effective upon its adoption and shall remain in effect unless rescinded or repealed.

Passed and Adopted on February 15, 2022.

Attest:

**Two Rivers North
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Legal Description of District Boundaries

Exhibit "A"

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

DESCRIPTION: A parcel of land lying in Sections 29 and 30, Township 26 South, Range 21 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29, run thence along the North boundary of the Northeast 1/4 of said Section 29, S.89°37'53"W., 38.00 feet to the **POINT OF BEGINNING**; thence along a line lying 38.00 feet West of and parallel with the East boundary of said Northeast 1/4 of Section 29, S.00°24'08"E., 215.28 feet; thence S.60°00'00"W., 510.77 feet; thence S.23°00'00"E., 1254.68 feet to a point on the aforesaid East boundary of the Northeast 1/4 of Section 29; thence along said East boundary of the Northeast 1/4 of Section 29, S.00°24'08"E., 744.20 feet to a point on the Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), according to County Deed, as recorded in Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), the following three (3) courses: 1) S.77°00'33"W., 2551.85 feet to a point of curvature; 2) Westerly, 4085.97 feet along the arc of a curve to the right having a radius of 5604.58 feet and a central angle of 41°46'16" (chord bearing N.82°06'19"W., 3996.08 feet) to a point of tangency; 3) N.61°13'11"W., 50.66 feet; thence N.19°00'00"W., 2135.63 feet; thence N.00°25'39"E., 330.00 feet to a point on the North boundary of the Northeast 1/4 of the aforesaid Section 30; thence along said North boundary of the Northeast 1/4 of Section 30, S.89°34'21"E., 1815.40 feet to the Northwest corner of the aforesaid Section 29; thence along the North boundary of the Northwest 1/4 of said Section 29, N.89°37'34"E., 2674.67 feet to the North 1/4 corner of said Section 29; thence along the aforesaid North boundary of the Northeast 1/4 of Section 29, N.89°37'53"E., 2637.43 feet to the **POINT OF BEGINNING**.

Containing 429.178 acres, more or less.


BASIS OF BEARINGS

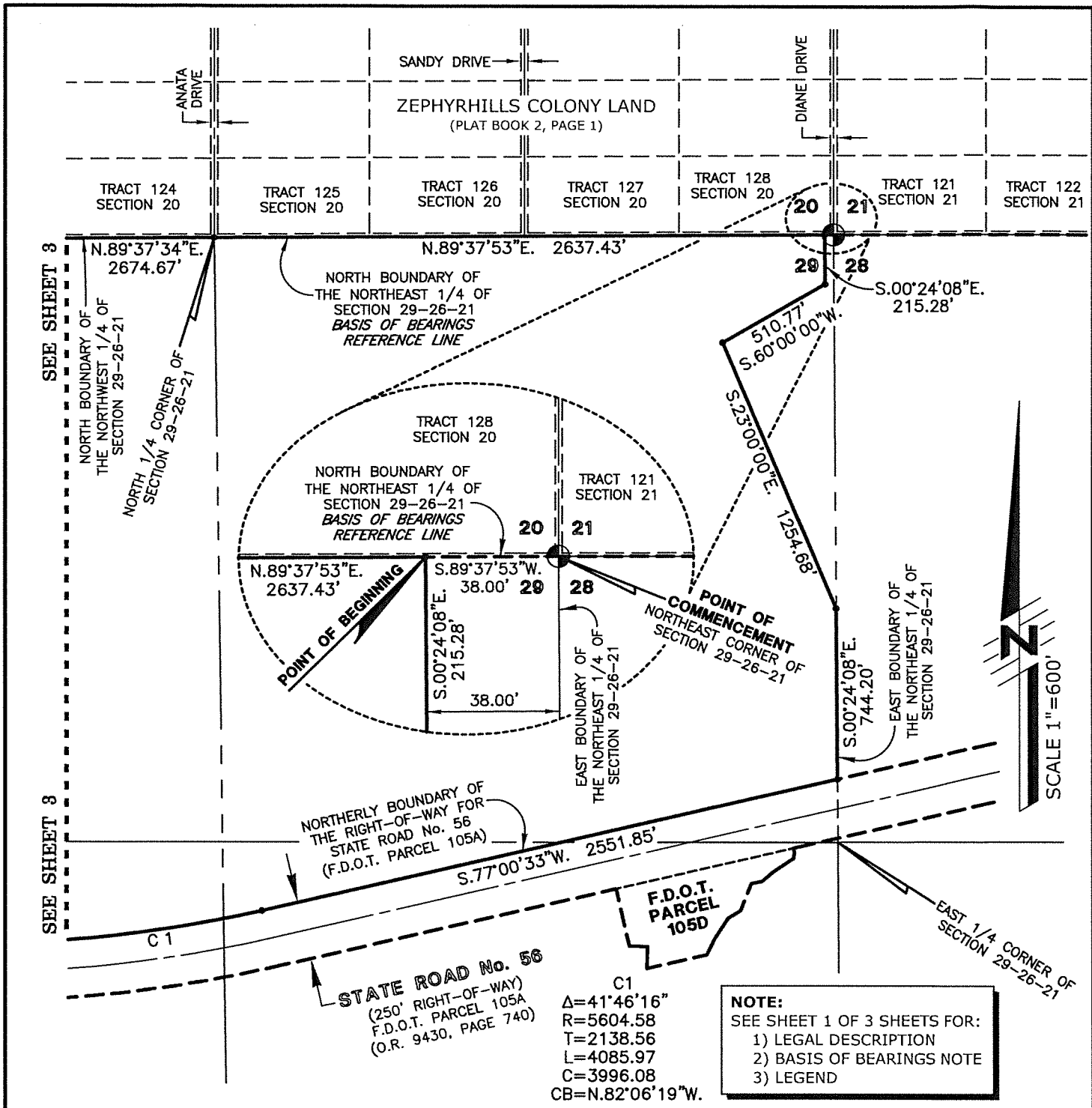
The North boundary of the Northeast 1/4 of Section 29, Township 26 South, Range 21 East, Pasco County, Florida, has a Grid bearing of S.89°37'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. F.D.O.T. - Florida Department of Transportation

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Prepared For: EPG-TWO RIVERS, LLC			
DESCRIPTION SKETCH (Not a Survey)		AMERRITT, INC. LAND SURVEYING AND MAPPING <small>LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200</small>	
			
1	4-14-21	Revised Boundary	WFS
No.	Date	Description	Dwn.
REVISIONS			
SHEET NO. 1 OF 3 SHEETS			
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498 <small>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</small>		Drawn: WFS Checked: AWM Order No.: AMI-EPG-TR-001 Date: 1-11-21 Dwg: TWO RIVERS NORTH CDD-DS.dwg File Path: P:\Two Rivers\Master Plan\Description\NORTH CDD SECTIONS 29 & 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST	



TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Prepared For: **EPG-TWO RIVERS, LLC**

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC
SIGNATURE AND SEAL.

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

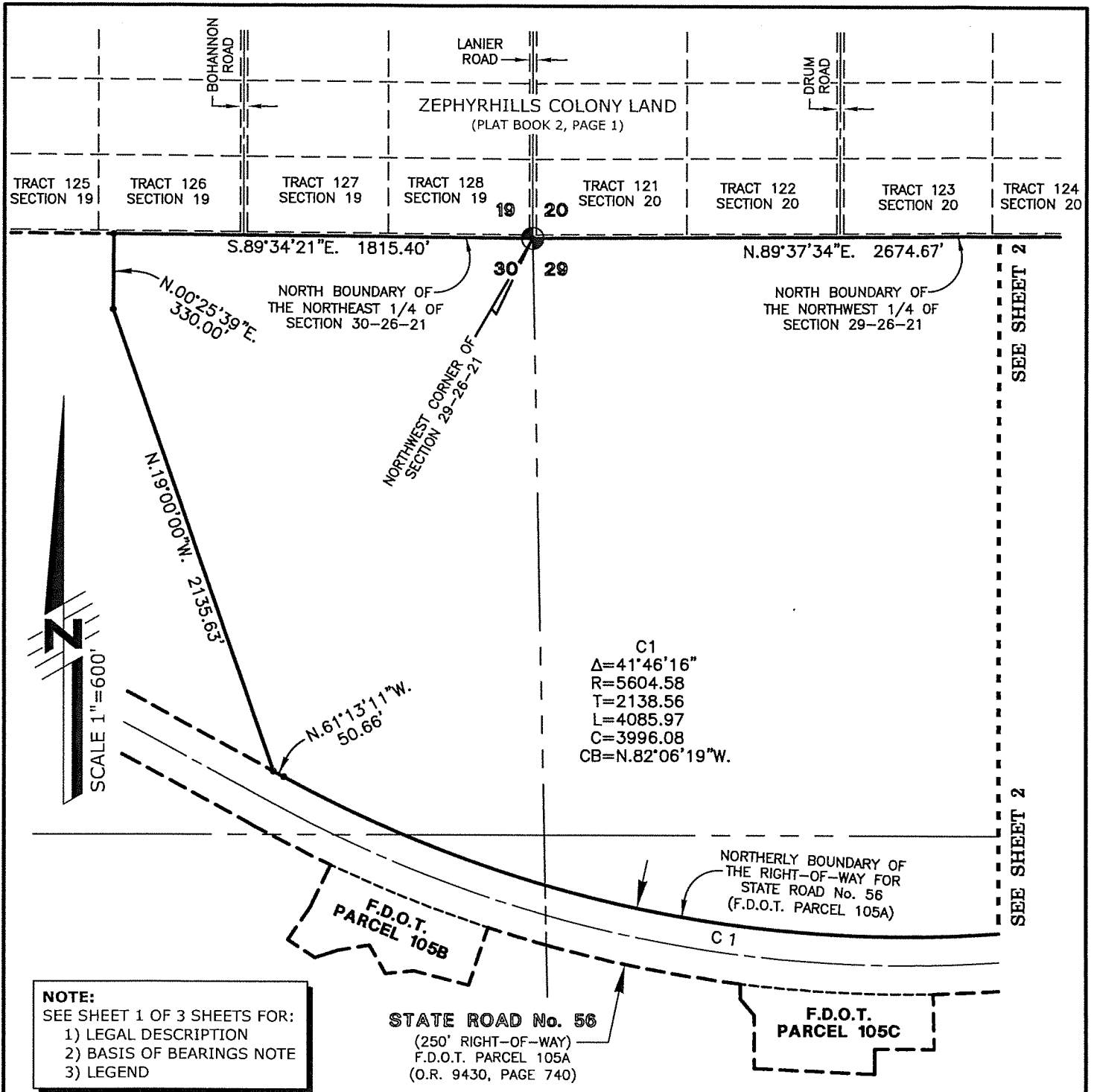
Drawn: WFS Checked: AWM Order No.: AMI-EPG-TR-001

Date: 1-11-21 Dwg: TWO RIVERS NORTH CDD-DS.dwg

File Path: P:\Two Rivers\Master Plan\Description\NORTH CDD

SECTIONS 29 & 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST

No.	Date	Description	Dwn.
1	4-14-21	Revised Boundary	WFS
REVISIONS			
SHEET NO. 2 OF 3 SHEETS			



NOTE:
SEE SHEET 1 OF 3 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE
3) LEGEND

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Prepared For: **EPG-TWO RIVERS, LLC**

DESCRIPTION SKETCH
(Not a Survey)

**SEE SHEET 1 FOR ELECTRONIC
SIGNATURE AND SEAL.**

AMERRITT, INC.

LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

1	4-14-21	Revised Boundary	WFS
No.	Date	Description	Dwn.

SHEET NO. 3 OF 3 SHEETS

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Drawn: WFS	Checked: AWM	Order No.: AMI-EPG-TR-001
Date: 1-11-21	Dwg: TWO RIVERS NORTH CDD-DS.dwg	
File Path: P:\Two Rivers\Master Plan\Description\NORTH CDD		
SECTIONS 29 & 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST		

RESOLUTION 2022-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH CHAPTER 120.54(5), FLORIDA STATUTES.

WHEREAS, the Two Rivers North Community Development District (hereinafter the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set February 15, 2022 as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF FEBRUARY, 2022.

ATTEST:

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Secretary/ Assistant Secretary

Name: _____
Chair / Vice Chair of the Board of Supervisors

RULES OF PROCEDURE

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

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RULES OF PROCEDURE
TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

- (1) Two Rivers North Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53, Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. A Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Two Rivers North Community Development District”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190, Florida Statutes, as amended from time to time.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
- (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote

on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District as required by Florida Law and will include, as applicable:

- (a) The date, time and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
 - (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be posted on the District’s official website and shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
 - (b) All rules shall be drafted in accordance with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the

Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with

Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.
- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
 - (b) The District shall issue a final order within forty-five (45) days:
 1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.011(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: s.s. 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic,

auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the official website for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.

2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice

shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 - 3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to

Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office and on the website for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such persons who provide their name and address to the District Manager for inclusion on the list, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office and on the District website for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Two Rivers North Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within ten (10) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within ten (10) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within ten (10) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United

States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office and on the District website for seven (7) calendar days.

- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria

professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
 - 3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:

- (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
- (b) Hold all required applicable federal licenses in good standing, if any;
- (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective February 15, 2022.

RESOLUTION 2022-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING DECEMBER 9, 2021 (DATE OF ESTABLISHMENT), AND ENDING SEPTEMBER 30, 2022; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Two Rivers North Community Development District (“**District**”) a proposed budget for the fiscal year beginning December 9, 2021 (the date of establishment of the District) through September 30, 2022, (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, EPG-Two Rivers, LLC (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2021-2022 Budget as shown in the revenues line item of the FY 2021-2022 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a.** That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Two Rivers North Community Development District for the Fiscal Year Beginning December 9, 2021, and Ending September 30, 2022".
- d. The final adopted budget shall be posted by the District Manager on the District's website days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning December 9, 2021, and ending September 30, 2022, the sum of \$475,166.67, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the

Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on February 15, 2022.

Attested By:

**Two Rivers North
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/ Vice Chair of the Board of Supervisors

Exhibit A: FY 2021-2022 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer

2022



TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022
FINAL ANNUAL OPERATING BUDGET

FEBRUARY 15, 2022

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
REVENUE COLLECTION

Fiscal Year 2022 Final Operating Budget

December 17th 2021 - September 30th 2022

GENERAL FUND REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	475,166.67
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$475,166.67
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner/Private Contributions	0.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00
OTHER MISCELLANEOUS REVENUES	
Miscellaneous	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$475,166.67

Notations:

(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

ADMINISTRATION DETAIL

December 17th 2021 - September 30th 2022

EXPENDITURES - SHARED GF ADMINSTRATIVE

FINANCIAL & ADMINISTRATIVE

Supervisor Fees	10,000.00
District Manager	20,833.33
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	3,750.00
Recording Secretary	2,000.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	1,000.00
Accounting Services	10,000.00
Construction Accounting	4,500.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	2,625.00
Auditing Services	0.00
Dissemination Services	2,083.33
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	500.00
Office Supplies	100.00
Website Maintenance	1,000.00
Technology Services	500.00
Miscellaneous Fees	250.00

LEGAL COUNSEL

District Counsel	9,500.00
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TOTAL ADMINSTRATIVE	\$90,816.67
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TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

SITE OPERATIONS

December 17th 2021 - September 30th 2022

EXPENDITURES - FIELD OPERATIONS	
ELECTRIC UTILITY SERVICES	
Electric Utility Services - Streetlights	75,000.00
Electric Utility Services - All Others	12,000.00
TOTAL ELECTRIC UTILITY SERVICES	\$87,000.00
GARBAGE/SOLID WASTE SERVICES	
Garbage Recreation Center	2,800.00
TOTAL GARBAGE/SOLID WASTE SERVICES	\$2,800.00
WATER-SEWER COMBINATION SERVICES	
Water Utility Services	4,500.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$4,500.00
STORMWATER CONTROL	
Aquatic Maintenance	17,500.00
Aquatic Plant Replacement	500.00
TOTAL STORMWATER CONTROL	\$17,500.00
OTHER PHYSICAL ENVIRONMENT	
Property & Casualty Insurance	22,500.00
General Liability Insurance	3,200.00
Entry & Wall Maintenance	1,500.00
Landscape Maintenance	140,000.00
Irrigation Maintenance	5,000.00
Landscape Mulch	18,500.00
Landscape Annuals	14,000.00
Plant Replacement Program	10,000.00
Miscellaneous Landscape	5,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$219,700.00
ROAD & STREET FACILITIES	
Pavement & Drainage Maintenance	1,500.00
TOTAL ROAD & STREET FACILITIES	\$1,500.00
PARKS AND RECREATION	
Field Services	12,000.00
Facility Maintenance	7,500.00
On Site Staff	0.00
Pool Permits	350.00
Facility Janitorial Services	7,500.00
Facility Janitorial Supplies	750.00
Pool Service Contract	12,000.00
Pool Repairs	2,500.00
Facility A/C Maintenance	1,000.00
Telephone/Internet Services	950.00
Playground Equipment Maintenance	300.00
Access Control Maintenance	2,000.00
Dog Waste Station Service and Supplies	1,500.00
Holiday Decorations	0.00
Event Services & Supplies	500.00
TOTAL PARKS AND RECREATION	\$48,850.00
Contingency	
Miscellaneous Contingency	2,500.00
TOTAL CONTINGENCY	\$2,500.00
TOTAL SITE OPERATIONS	\$384,350.00

**TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT SUMMARY**

Fiscal Year 2022 Final Operating Budget

Lot Size	EAU Value	Unit Count	Total EAUs	Debt Service Per Unit	O&M Per Unit	FY 2022 Total Assessment
Single Family 40'	1.000	555	555.00	\$0.00	\$468.14	\$468.14
Single Family 50'	1.250	368	460.00	\$0.00	\$585.18	\$585.18
Vacant Acreage	0.500	0	0.00	\$0.00	o	\$0.00
Subtotal		923	1,015.00			

Notations:

(1) Assessments shown are net of County 2% collection cost and 4% early payment discount.

FY 2021-2022 Budget Funding Agreement
(Two Rivers North Community Development District)

This FY 2021-2022 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of February 15, 2022, between the **Two Rivers North Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33606 and **EPG-Two Rivers, LLC**, a Florida limited liability company (the “**Developer**”), whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609.

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2021-2022 as attached hereto as **Exhibit A** (the “**FY 2021-2022 Budget**”), which commences on December 9, 2021 (the establishment date of the District), and concludes on September 30, 2022;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2021-2022 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2021-2022 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2021-2022 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2021-2022 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2021-2022 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Funding Obligations.** From time to time during the 2021-2022 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$ [REDACTED] in accordance with the FY 2021-2022 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2021-2022 Budget Revisions.** The District and Developer agree that the FY 2021-2022 Budget shall be revised at the end of the 2021-2022 fiscal year to reflect the actual expenditures of the District for the period beginning on December 9, 2021 (the establishment date of the District) and ending on September 30, 2022. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2021-2022 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2021-2022 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.
3. **Right to Lien Property.**
 - a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
 - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2021-2022 Budget" in the public records of Pasco County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2021-2022 fiscal year on September 30, 2022.

The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

- 9. Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 10. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 11. Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- 12. Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 13. Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Two Rivers North Community
Development District**

Name: _____
Chair/Vice-Chair of the Board of Supervisors

EPG-Two Rivers, LLC,
a Florida limited liability company

Name: _____
Title: _____

Exhibit A: FY 2021-2022 Budget

RESOLUTION 2022-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE DISTRICT’S SERIES 2022 BOND ANTICIPATION NOTES; SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2022 BOND ANTICIPATION NOTES; ADOPTING THE SUPPLEMENTAL ENGINEER’S REPORT; ADOPTING THE BOND ANTICIPATION SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Two Rivers North Community Development District (the “**District**”) previously indicated its intention to construct and/or acquire public improvements as described in the Master Report of the District Engineer dated December 17, 2021 (the “**Engineer’s Report**”);

WHEREAS, the Board of Supervisors of the District (the “**Board**”) issued its \$8,400,000 Bond Anticipation Notes, Series 2022 (the “**Series 2022 BAN**”) to finance the 2022 Project;

WHEREAS, the District desires to approve and confirm the execution of all documents, instruments and certificates in connection with the Series 2022 BAN, which are on file with the District Manager, (the “**Bond Documents**”) and to confirm the issuance of the Series 2022 BAN;

WHEREAS, the Series 2022 BAN will be repaid by special assessments on the benefited property within the District;

WHEREAS, the District previously levied master special assessments in accordance with the terms outlined in the Master Special Assessment Methodology Report dated December 17, 2021, and adopted pursuant to Resolution No. 2022-23 (the “**Assessment Resolution**”), equalizing, approving, confirming and levying special assessments on certain property within the District, which resolution is still in full force and effect;

WHEREAS, now that the final terms of the Series 2022 BAN has been established, it is necessary to approve the Bond Anticipation Note Supplemental Special Assessment Methodology Report dated January 13, 2022 (the “**Supplemental Assessment Report**”), and attached hereto as **Exhibit A**; and the Report of the District Engineer – Bond Anticipation Note dated January 5, 2022 (the “**Supplemental Engineer’s Report**”) attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Authority for this resolution.** This Resolution is adopted pursuant to Chapters 170, 190, and 197 Florida Statutes.
2. **Findings.** The Board hereby finds and determines as follows:
 - a. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
 - b. The Supplemental Engineer’s Report is hereby approved and ratified.

- c. The 2022 Project will serve a proper, essential, and valid public purpose.
 - d. The 2022 Project will specially benefit the developable acreage located within the District as set forth in the Supplemental Engineer’s Report. It is reasonable, proper, just and right to assess the portion of the costs of the 2022 Project to be financed with the Series 2022 BAN to the specially benefited properties within the District as set forth in the Assessment Resolution, and this Resolution.
 - e. The Series 2022 BAN will finance the construction and acquisition of a portion of the 2022 Project.
 - f. The Supplemental Assessment Report is hereby approved and ratified.
3. **Ratification of the Execution of the Bond Documents.** The execution of the Bond Documents by the officials of the District are hereby ratified and confirmed.
 4. **Assessment Lien for the Series 2021 Bonds.** The special assessments for the Series 2022 BAN shall be allocated in accordance with the Supplemental Assessment Report.
 5. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
 6. **Conflicts.** This Resolution is intended to supplement the Assessment Resolution, which remain in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
 7. **Effective date.** This Resolution shall become effective upon its adoption.

Approved and adopted this 15th day of February, 2022.

Attest:

**Two Rivers North Community
Development District**

Name: _____
Secretary / Assistant Secretary

Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A –Bond Anticipation Note Supplemental Special Assessment Methodology Report dated January 13, 2022
Exhibit B–Report of the District Engineer – Bond Anticipation Note dated January 5, 2022

Exhibit A

Bond Anticipation Note Supplemental Special Assessment Methodology Report dated January 22, 2022

Exhibit B
Report of the District Engineer - Bond Anticipation Note dated January 5, 2022



**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

**BOND ANTICIPATION NOTE
SUPPLEMENTAL SPECIAL
ASSESSMENT METHODOLOGY
FINAL REPORT**

Report Date:

January 13th 2022

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I. INTRODUCTION

This Bond Anticipation Notes Supplemental Special Assessment Methodology Report (the “BAN Assessment Report”) supplements the Master Assessment Methodology Report dated December 17, 2021 in connection with the issuance of Bond Anticipation Notes (“BAN”). The Bond Anticipation Notes issued will fund a portion of the initial CIP infrastructure cost outlined in Table 1 of this report and further detailed in the BAN Engineers Report, dated 12/17/2021. The District will refinance the BAN by issuing one or more long-term bonds. The private assessable lands (“Assessable Property”) benefitting from the BAN is generally described within Exhibit A of this BAN Assessment Report.

II. DEFINED TERMS

“Assessable Property:” – All private property within the District that receives a special benefit from the CIP.

“BAN Assessment Report” – Bond Anticipation Notes Supplemental Special Assessment Methodology Report, dated 12/17/2021.

“BAN Engineers Report” – Report of the Engineer dated 12/17/2021 that outlines the portion of CIP and Cost Estimates for BAN funding.

“Bond Anticipation Note” (BAN) – Short term notes issued, refinanced by long-term bond issuances.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Master Engineer Report dated 12/17/2021.

“Developer” – EPG-Two Rivers North, LLC.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

“District” – Two Rivers North Community Development District, encompasses 429.78 +/- acres, Pasco County Florida.

“Master Engineer Report” – Master Engineer’s Report, dated December 17, 2021.

“Master Assessment Report” – Master Special Assessment Methodology Report, Dated December 17, 2021.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of the vertical construction. Determined in part as to differentiated sizes, setbacks and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

III. DISTRICT OVERVIEW

The District area encompasses 429.78 +/- acres and is located in Pasco County, Florida, within Sections 29 and 30, Township 26 South, Range 21 East. The primary developer of the Assessable Properties is EPG-Two Rivers, LLC, (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates multiple phases consisting of 923 single family lots. The public improvements as described in the Engineer’s Report include off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape and amenities. The off-site improvements cost will be proportionally shared with Two Rivers West CDD via interlocal agreement based on proportional densities of planned units and EAUs for each CDD. This report may be modified if additional Districts enjoin by interlocal agreement for further proportional share.

IV. PROPOSED IMPROVEMENTS

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP as Described in the Master Engineer Report. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of Assessable Properties within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. Only a portion of the CIP costs will be funded with the proceeds of the BAN. Table 1 of this BAN Assessment Report outlines a summary of the BAN Project, further detailed within the BAN Engineer’s Report dated 12/17/2021.

V. FINANCING

This BAN Assessment Report details the level of funding allocated to the construction/acquisition accounts, the debt service reserve account, underwriter’s discount, issuance and costs outlined on Table 5. Additionally, the BAN Assessment Report applies the principles set forth in the Master Report to determine the specific assessments to Assessable Properties in Table 6 and Exhibit A. The District will issue a BAN to fund a portion of the CIP as outlined in Table 1. The BAN will be short term, 12 months and will be refinanced through the issuance of long-term bonds. Principal and Interest will be due at maturity.

VI. ALLOCATION METHODOLOGY

EQUIVALENT ASSESSMENT UNITS (EAU) ALLOCATION: This method was selected as off-site improvements; storm water, utilities (water and sewer), roadways and landscape/hardscape benefit all assessable properties within the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative

benefit received by each product type from the system of capital improvements. The use of equivalent assessment unit methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU is assigned to the 40' residential use product type as a baseline, with a proportional increase or decrease relative to other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current development plan as described in this section. If future Assessable Property is added or product types are contemplated, this report will be amended to reflect.

Pursuant to Section 193.0235, Florida Statutes, certain “common elements” such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments regardless of the private ownership.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which valid special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The CIP benefit and special assessment allocation rationale is detailed below and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection.

VII. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s CIP contains a “system of improvements” including the funding, construction and/or acquisition of off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape and amenities; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement, above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a

valid special assessment require a more analytical examination. As required by F.S. 170.02, and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Property, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Property. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment of the on the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignment.

VIII. ASSIGNMENT OF ASSESSMENTS

This section sets out the manner in which special assessments will be assigned to the Assessable Property within the District. In general, the assessments will initially be assigned on a gross acreage basis, gradually absorbed and assigned on a first platted, first assigned priority.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state.” At this point the infrastructure may or may not be installed but none of the units in the development program have been platted. This condition exists when the infrastructure program is financed prior to any development. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within each phase, relative to the special assessment lien levied as identified within Exhibit “A” of this BAN Assessment Report. Debt will not be solely assigned to properties within each phase which have development rights, but will be assigned to undevelopable properties to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the development program has started to take shape. As lands subject to special assessments within each phase are platted and fully-developed, they are assigned specific assessments in

relation to the estimated benefit that each unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. This generally describes the flow for a “first platted, first assigned basis” of assessments against product types per parcel, Therefore each fully-developed, platted unit would be assigned a par debt assessment as set forth in Tables 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully-developed; if such a condition was to occur; the true-up provisions in section IX of this BAN Assessment Report would be applicable.

The third condition is the “completed development state.” In this condition the entire development program for the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within each phase of the District based on the methodology described herein.

IX. TRUE-UP MODIFICATION

During the construction period of phases of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of assessment principal. In order to ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true up methodology”.

The debt per acre remaining on the unplatted land within the District is never allowed to increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining un-platted acres must remain equal to, or lower than the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the District to produce the densities required to adequately service Bond debt, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to adequately service bond debt upon planned development. The final test shall be applied at the platting of 100% of the development units within each phase of the District. Should additional coverage be identified at or prior to the final true up as a result of changes in the development plan, the District will reserve the right to either use excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.

True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this Section.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

X. ADDITIONAL STIPULATIONS

Inframark was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.

TABLE 1

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT			
BAN PROJECT - COST SUMMARY			
DESCRIPTION	TOTAL SHARED COST	26.38% PROPORTIONAL SHARE	
Offsites/Shared Cost			
General Conditions	\$408,250	\$107,700	
Paving	\$1,242,885	\$327,885	
Drainage	\$243,730	\$64,298	
Water	\$3,003,980	\$792,478	
Wastewater	\$1,685,150	\$444,558	
Reclaimed	<u>\$5,109,005</u>	<u>\$1,347,803</u>	
	\$11,693,000	\$3,084,723 st	
Direct Cost/Soft Cost			
Amenity Facility		\$1,500,000	
Engineering		\$2,000,000	
Gopher Tortoise Permit		<u>\$1,600,000</u>	
		\$5,100,000 st	
	TOTAL	\$8,184,723	
	NET 2022 BAN CONSTRUCTION FUNDS	\$8,116,500	
	CONTRIBUTIONS TO COMPLETE BAN PROJECT	\$68,223	
	CIP TOTAL	\$51,465,713	
	FUTURE CONTRIBUTIONS TO COMPLETE CIP	\$43,349,213	
OFF-SITE PROPORTIONAL SHARE ASSIGNMENT DETAIL			
	Planned EAUs	Percentage Allocation	Responsibility
Two Rivers North CDD	1015.00	26.38%	\$3,084,723
Two Rivers West CDD	2832.48	73.62%	\$8,608,277
	3847.48	100.00%	\$11,693,000

Notations:
 (1) 2022 BAN Project funds only a portion of the overall CIP Cost. Full details regarding the CIP and BAN Project are within the 12/17/2021 Report of Engineer & BAN Report of Engineer
 (2) EAUs for Two Rivers West CDD provided by 12/17/2021 Master Assessment Report.

TABLE 2

PROJECT STATISTICS - EAU ASSIGNMENTS				
PRODUCT	LOT SIZE	LOT COUNT	PER UNIT EAU ⁽²⁾	TOTAL EAUS
Single Family	40	555	1.00	555.0
Single Family	50	368	1.25	460.0
TOTAL		923.0		1,015.0

Notations:
 (1) Product Type
 (2) Equivalent Assessment Unit

TABLE 3

BAN NET BENEFIT ANALYSIS	
BAN NET CONSTRUCTION	\$8,116,500
TOTAL PROGRAM EAUS	1015.00
BAN CONSTRUCTION/BENEFIT PER EAU	\$7,996.55

Notations:
 1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.

TABLE 4

BAN NET BENEFIT ANALYSIS						
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT		
				PER PRODUCT TYPE	PER PRODUCT UNIT	
Single Family	40	1.00	555	555.00	\$4,438,086	\$7,996.55
Single Family	50	1.25	368	460.00	\$3,678,414	\$9,995.69
			923	1,015.00	\$8,116,500	

Notations:
 1) Table 4 determines benefit of the BAN Project construction cost, net of finance and other related costs.

TABLE 5

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT	
2022 BOND ANTICIPATION NOTES	
Coupon Rate ⁽¹⁾	3.00%
Maturity Date	1/15/2023
<u>ISSUE SIZE</u>	\$8,400,000.00
General Construction Fund	\$3,531,776.90
Amenity Project Subaccount	\$1,500,000.00
Offsite Project Subaccount	\$3,084,723.10
Capitalized Interest (Months) ⁽²⁾	\$0.00
Debt Service Reserve Fund	\$100,000.00
Underwriter's Discount	\$84,000.00
Cost of Issuance	\$99,500.00
Rounding	\$0.00
<u>ASSESSMENT DUE AT MATURITY</u>	
Debt Service	\$8,400,000.00
Interest	<u>\$245,700.00</u>
Total	\$8,645,700.00

TABLE 6

ALLOCATION METHODOLOGY - 2022 - BOND ANTICIPATION NOTE									
PRODUCT		PER UNIT	TOTAL EAUs	% OF EAUs	UNITS	PRODUCT TYPE		PER UNIT	
						TOTAL PRINCIPAL	ANNUAL INTEREST ⁽²⁾	TOTAL PRINCIPAL	ANNUAL INTEREST ⁽²⁾
Single Family	40	1.00	555.00	54.68%	555	\$4,593,103	\$134,348	\$8,276	\$242
Single Family	50	1.25	460.00	45.32%	368	\$3,806,897	\$111,352	\$10,345	\$303
		Totals	1,015.00	100.00%	923	\$8,400,000	\$245,700		

⁽¹⁾ Allocation of total BAN principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per planned unit basis.

⁽²⁾ Interest only, Total principal and annual interest is due at maturity.

EXHIBIT A

The District Bond Anticipation Note will pay for a portion of the public capital infrastructure improvements in a principal amount of \$8,400,000.00 payable in 1 annual installment of principal and interest of \$20,144.79 per gross acre. The par debt is \$19,572.30 per gross acre and is outlined below.

Prior to platting, the debt associated with the 2022 BANS will initially be allocated on a per acre basis within the District. Upon platting, the principal and interest due at maturity will be levied on each benefited property in accordance with this Report.

ASSESSMENT PLAT

2022 BAN - PRINCIPAL AMOUNT	<u>\$8,400,000.00</u>
INTEREST DUE AT MATURITY	<u>\$245,700.00</u>
TOTAL	<u>\$8,645,700.00</u>

TOTAL GROSS ASSESSABLE ACRES +/-:	<u>429.178</u>
TOTAL PRINCIPAL PER GROSS ASSESSABLE ACRE:	<u>\$19,572.30</u>
TOTAL PRINCIPAL AND INTEREST PER GROSS ASSESSABLE ACRE:	<u>\$20,144.79</u>

<u>Landowner Name, Legal Description & Address</u>	<u>Gross Unplatted Assessable Acres</u>	<u>Total Principal Debt</u>	<u>Total Principal and Interest</u>
EPG Two Rivers North, LLC	424.158	\$8,301,747.06	\$8,544,573.16
EPG Two Rivers QOZP, LLC	5.020	\$98,252.94	\$101,126.84
See Exhibit B, Legal Description 111 S. Armenia Ave, Suite 201 Tampa, FL 33609			
Totals:	<u>429.178</u>	<u>\$8,400,000.00</u>	<u>\$8,645,700.00</u>

Notation:
 Assessments shown are net of collection cost

EXHIBIT B - LEGAL DESCRIPTION

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Sections 29 and 30, Township 26 South, Range 21 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29, run thence along the North boundary of the Northeast 1/4 of said Section 29, S.89°37'53"W., 38.00 feet to the **POINT OF BEGINNING**; thence along a line lying 38.00 feet West of and parallel with the East boundary of said Northeast 1/4 of Section 29, S.00°24'08"E., 215.28 feet; thence S.60°00'00"W., 510.77 feet; thence S.23°00'00"E., 1254.68 feet to a point on the aforesaid East boundary of the Northeast 1/4 of Section 29; thence along said East boundary of the Northeast 1/4 of Section 29, S.00°24'08"E., 744.20 feet to a point on the Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), according to County Deed, as recorded in Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), the following three (3) courses: 1) S.77°00'33"W., 2551.85 feet to a point of curvature; 2) Westerly, 4085.97 feet along the arc of a curve to the right having a radius of 5604.58 feet and a central angle of 41°46'16" (chord bearing N.82°06'19"W., 3996.08 feet) to a point of tangency; 3) N.61°13'11"W., 50.66 feet; thence N.19°00'00"W., 2135.63 feet; thence N.00°25'39"E., 330.00 feet to a point on the North boundary of the Northeast 1/4 of the aforesaid Section 30; thence along said North boundary of the Northeast 1/4 of Section 30, S.89°34'21"E., 1815.40 feet to the Northwest corner of the aforesaid Section 29; thence along the North boundary of the Northwest 1/4 of said Section 29, N.89°37'34"E., 2674.67 feet to the North 1/4 corner of said Section 29; thence along the aforesaid North boundary of the Northeast 1/4 of Section 29, N.89°37'53"E., 2637.43 feet to the **POINT OF BEGINNING**.

Containing 429.178 acres, more or less.

**Two Rivers North Community
Development District**

Report of the District Engineer –
Bond Anticipation Note



Prepared for:
Board of Supervisors
Two Rivers North Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

January 5, 2022



1.0 INTRODUCTION

The Two Rivers North Community Development District (“the District”) encompasses approximately 429.178 acres in Pasco County, Florida. The District is located within Sections 29 and 30, Township 26 South, Range 21 East and contains vacant land with State Road 56 located along the southern boundary, various subdivisions along the northern boundary, and other vacant land to the west and east.

See Appendix A for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The District was established by Pasco County Ordinance 21-40 effective on December 9, 2021, and the purpose of this Bond Anticipation Note Report of the District Engineer is to provide an estimated cost of the District’s portion of the off-site public improvements and community facilities, permitting and engineering services associated with the off-site public improvements and community facilities, and the District’s amenity facility.

See Appendix B for Site Plan.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner EPG Two Rivers North, LLC, (the “Landowner”), currently plans to build 923 single family residential units, including 555 – 40’ wide lots and 368 – 50’ wide lots within the District.

Off-site and miscellaneous master improvements are needed to get and/or provide services to both the District and the Two Rivers West Community Development District, located south of State Road 56 and being developed by affiliates of the Landowner. The costs of these improvements will be shared between the two Districts and paid with the funds from the Bond Anticipation Note issued for each District.

It has been calculated that 26.38% of the EAUs within both District and the Two Rivers West Community Development District are within the District boundary resulting in 26.38% of the estimated costs of the off-site improvements and community facilities being funded with the District’s Bond Anticipation Note. It has also been determined that a portion of the engineering services for the off-site improvements and community facilities will be funded with the District’s Bond Anticipation Note, as well as, a portion of certain remaining permitting and other costs associated with the master improvements. The District’s Bond Anticipation Note will solely fund the District’s amenity facility.

The off-site improvements include turn lanes, 12” and 16” water main extensions, 8”, 12”, 16”, and 24” reclaimed water main extensions, and 4”, 6”, and 12” force main extensions.



4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities for the off-site public improvements and community facilities attributed with the Two Rivers North Community Development District, as well as, the miscellaneous master improvements for permitting and engineering services and the District’s amenity facility. There are no District subdivision construction costs included in this estimate, and such costs will not be funded with the Bond Anticipation Note.

5.0 SUMMARY AND CONCLUSION

Items of the construction costs in this report are based on local contractor bids for the off-site improvements obtained by the Developer and other cost estimates for the amenity facility, permitting and engineering services and other associated costs prepared by the Developer. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in the Pasco County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

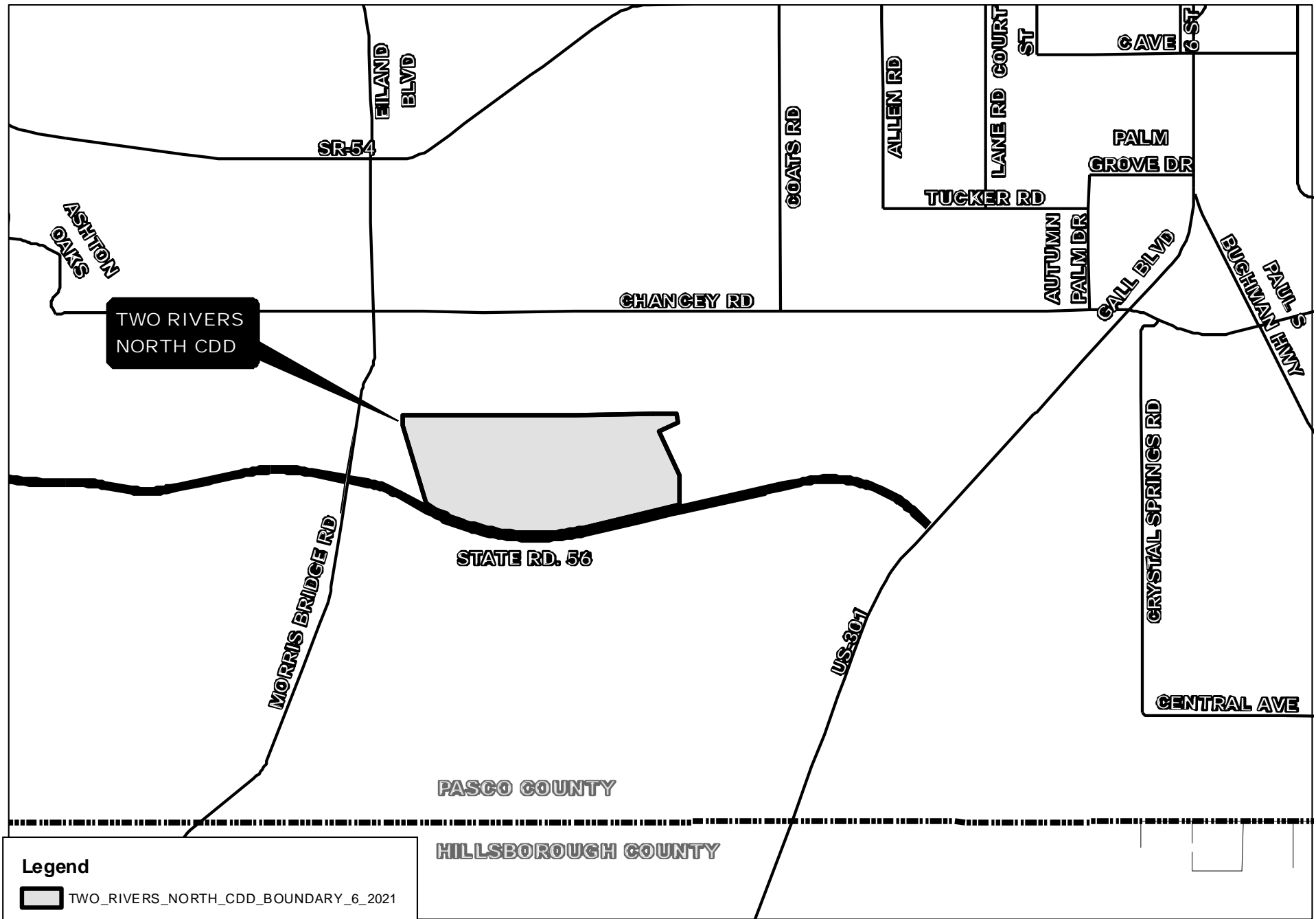
A handwritten signature in blue ink, appearing to read "Tonja L. Stewart", written over a horizontal line.

Tonja L. Stewart, P.E.
Florida License No. 47704



Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT

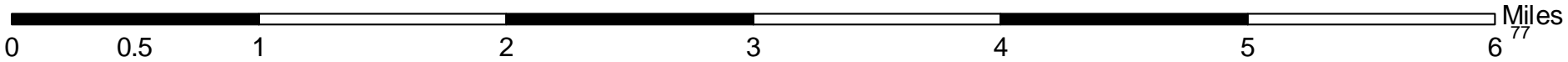
TWO RIVERS NORTH CDD LOCATION MAP



**TWO RIVERS
NORTH CDD**

Legend

 TWO_RIVERS_NORTH_CDD_BOUNDARY_6_2021



**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

DESCRIPTION: A parcel of land lying in Sections 29 and 30, Township 26 South, Range 21 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29, run thence along the North boundary of the Northeast 1/4 of said Section 29, S.89°37'53"W., 38.00 feet to the **POINT OF BEGINNING**; thence along a line lying 38.00 feet West of and parallel with the East boundary of said Northeast 1/4 of Section 29, S.00°24'08"E., 215.28 feet; thence S.60°00'00"W., 510.77 feet; thence S.23°00'00"E., 1254.68 feet to a point on the aforesaid East boundary of the Northeast 1/4 of Section 29; thence along said East boundary of the Northeast 1/4 of Section 29, S.00°24'08"E., 744.20 feet to a point on the Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), according to County Deed, as recorded in Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), the following three (3) courses: 1) S.77°00'33"W., 2551.85 feet to a point of curvature; 2) Westerly, 4085.97 feet along the arc of a curve to the right having a radius of 5604.58 feet and a central angle of 41°46'16" (chord bearing N.82°06'19"W., 3996.08 feet) to a point of tangency; 3) N.61°13'11"W., 50.66 feet; thence N.19°00'00"W., 2135.63 feet; thence N.00°25'39"E., 330.00 feet to a point on the North boundary of the Northeast 1/4 of the aforesaid Section 30; thence along said North boundary of the Northeast 1/4 of Section 30, S.89°34'21"E., 1815.40 feet to the Northwest corner of the aforesaid Section 29; thence along the North boundary of the Northwest 1/4 of said Section 29, N.89°37'34"E., 2674.67 feet to the North 1/4 corner of said Section 29; thence along the aforesaid North boundary of the Northeast 1/4 of Section 29, N.89°37'53"E., 2637.43 feet to the **POINT OF BEGINNING**.

Containing 429.178 acres, more or less.


BASIS OF BEARINGS

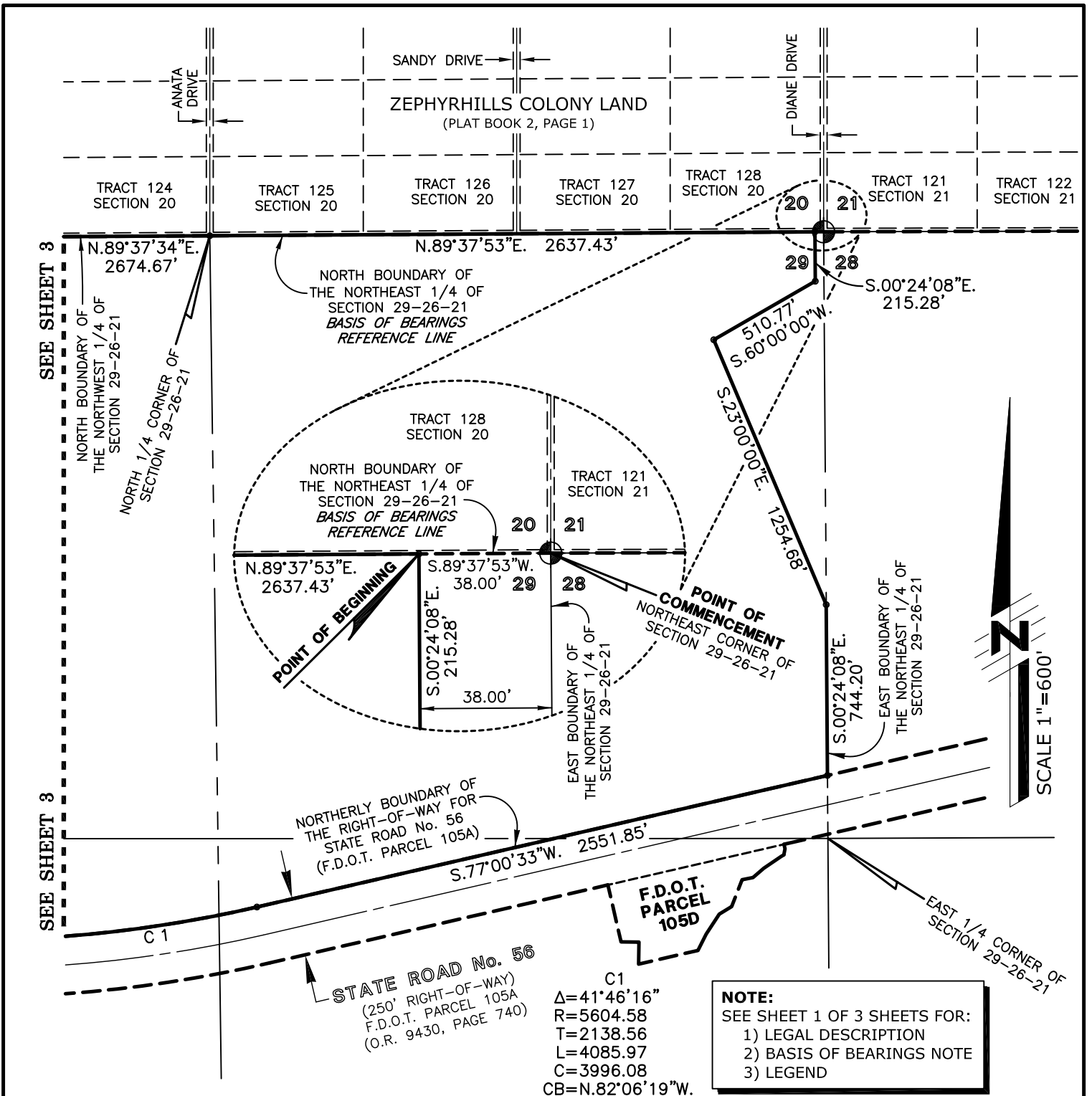
The North boundary of the Northeast 1/4 of Section 29, Township 26 South, Range 21 East, Pasco County, Florida, has a Grid bearing of S.89°37'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. F.D.O.T. - Florida Department of Transportation

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

				Prepared For: EPG-TWO RIVERS, LLC DESCRIPTION SKETCH (Not a Survey)	AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
1	4-14-21	Revised Boundary	WFS		Drawn: WFS Checked: AWM Order No.: AMI-EPG-TR-001
No.	Date	Description	Dwn.		Date: 1-11-21 Dwg: TWO RIVERS NORTH CDD-DS.dwg
REVISIONS				Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498	File Path: P:\Two Rivers\Master Plan\Description\NORTH_CDD SECTIONS 29 & 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST
SHEET NO. 1 OF 3 SHEETS				NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	76



TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Prepared For: **EPG-TWO RIVERS, LLC**

DESCRIPTION SKETCH
(Not a Survey)

**SEE SHEET 1 FOR ELECTRONIC
SIGNATURE AND SEAL.**

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

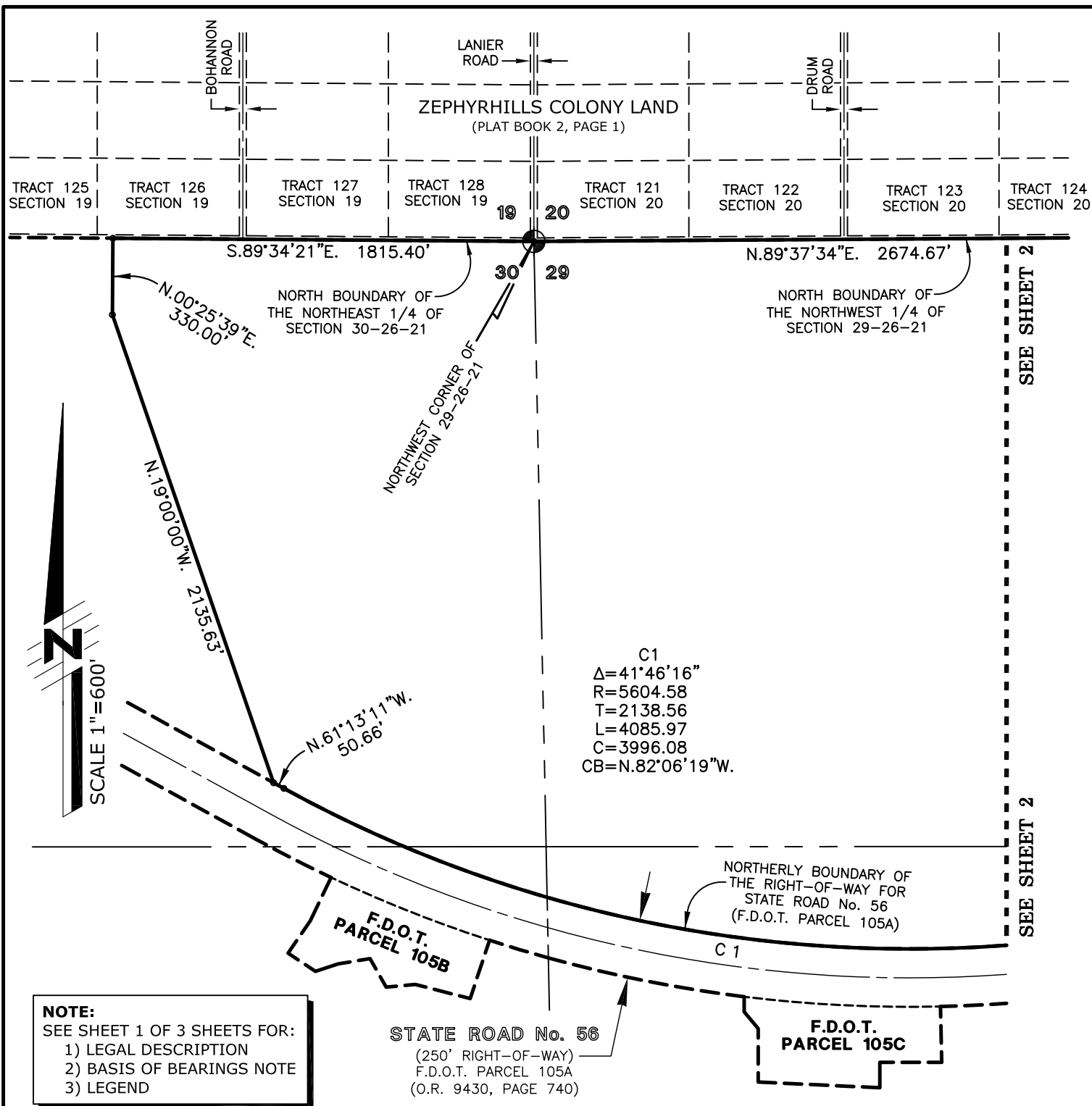
Drawn: WFS Checked: AWM Order No.: AMI-EPG-TR-001

Date: 1-11-21 Dwg: TWO RIVERS NORTH CDD-DS.dwg

File Path: P:\Two Rivers\Master Plan\Description\NORTH_CDD

SECTIONS 29 & 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST

No.	Date	Description	Dwn.
1	4-14-21	Revised Boundary	WFS
REVISIONS			
SHEET NO. 2 OF 3 SHEETS			



TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Prepared For: **EPG-TWO RIVERS, LLC**

DESCRIPTION SKETCH
(Not a Survey)

**SEE SHEET 1 FOR ELECTRONIC
SIGNATURE AND SEAL.**

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **4498**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azelee Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS Checked: AWM Order No.: AMI-EPG-TR-001

Date: 1-11-21 Dwg: TWO RIVERS NORTH CDD-DS.dwg

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SECTIONS 29 & 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST

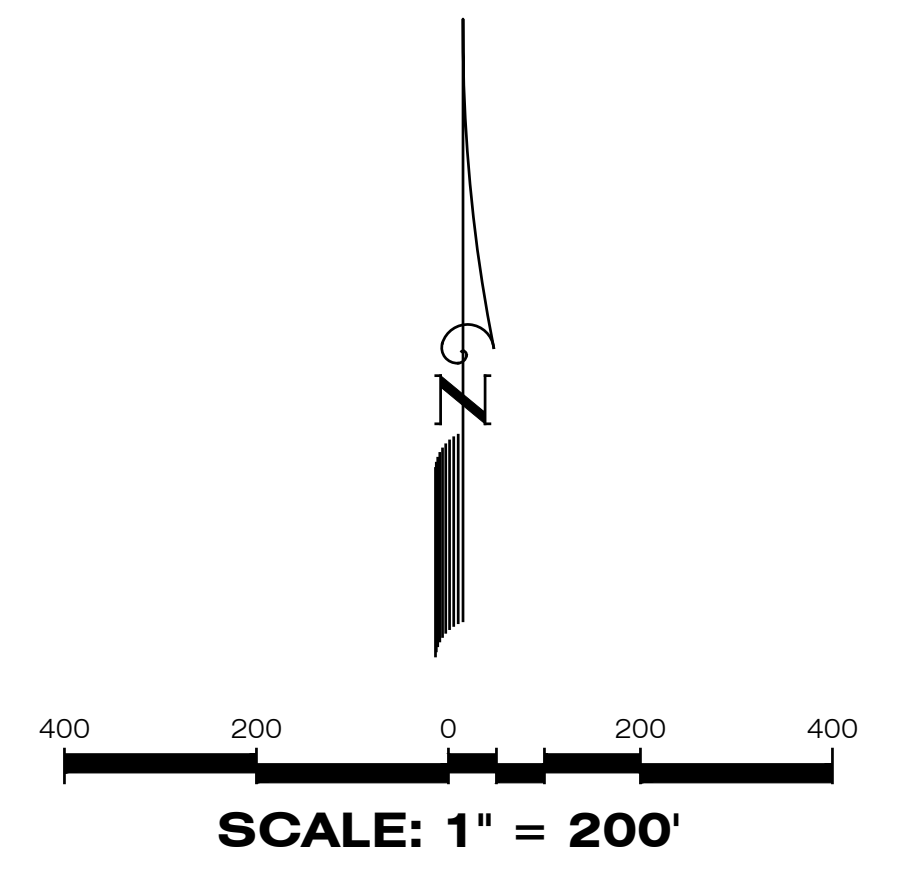
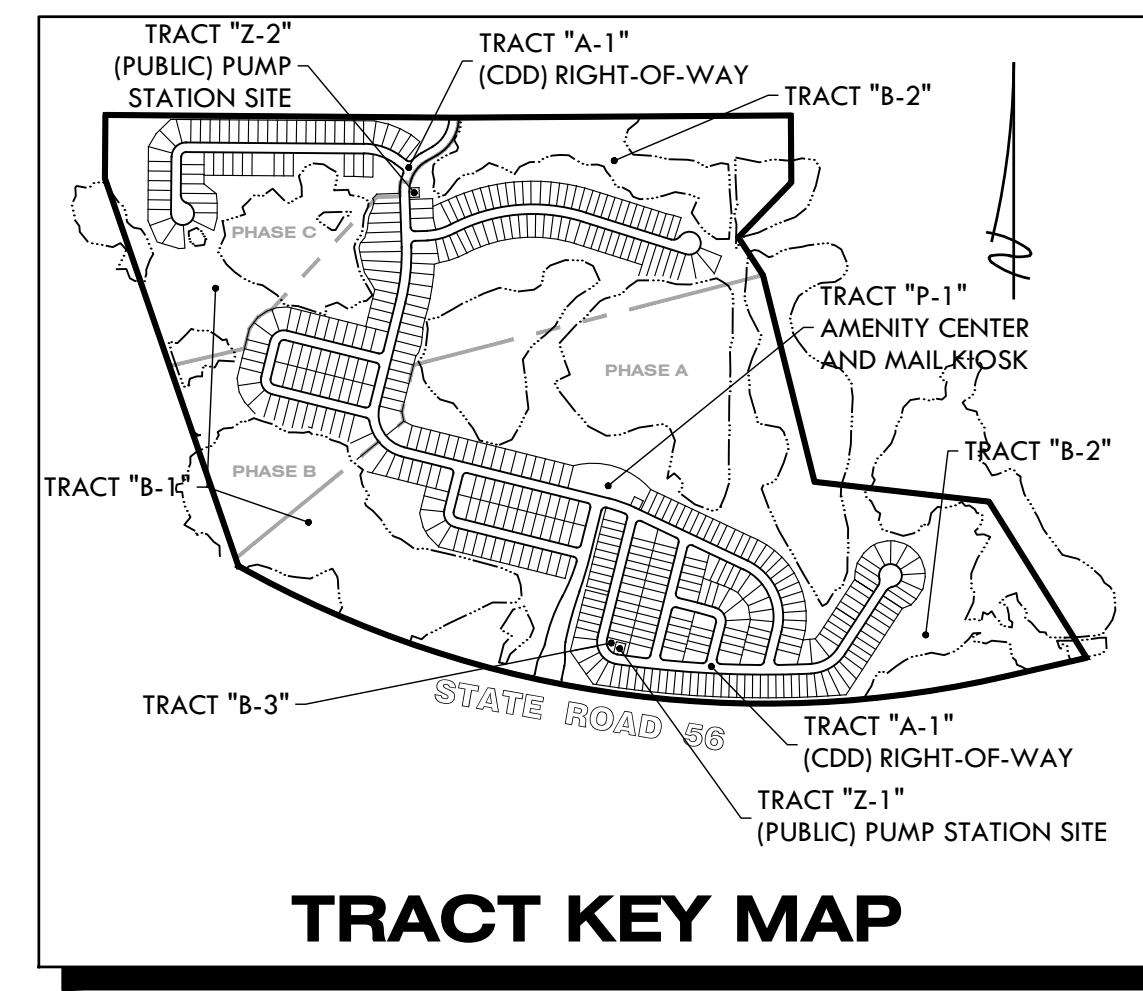
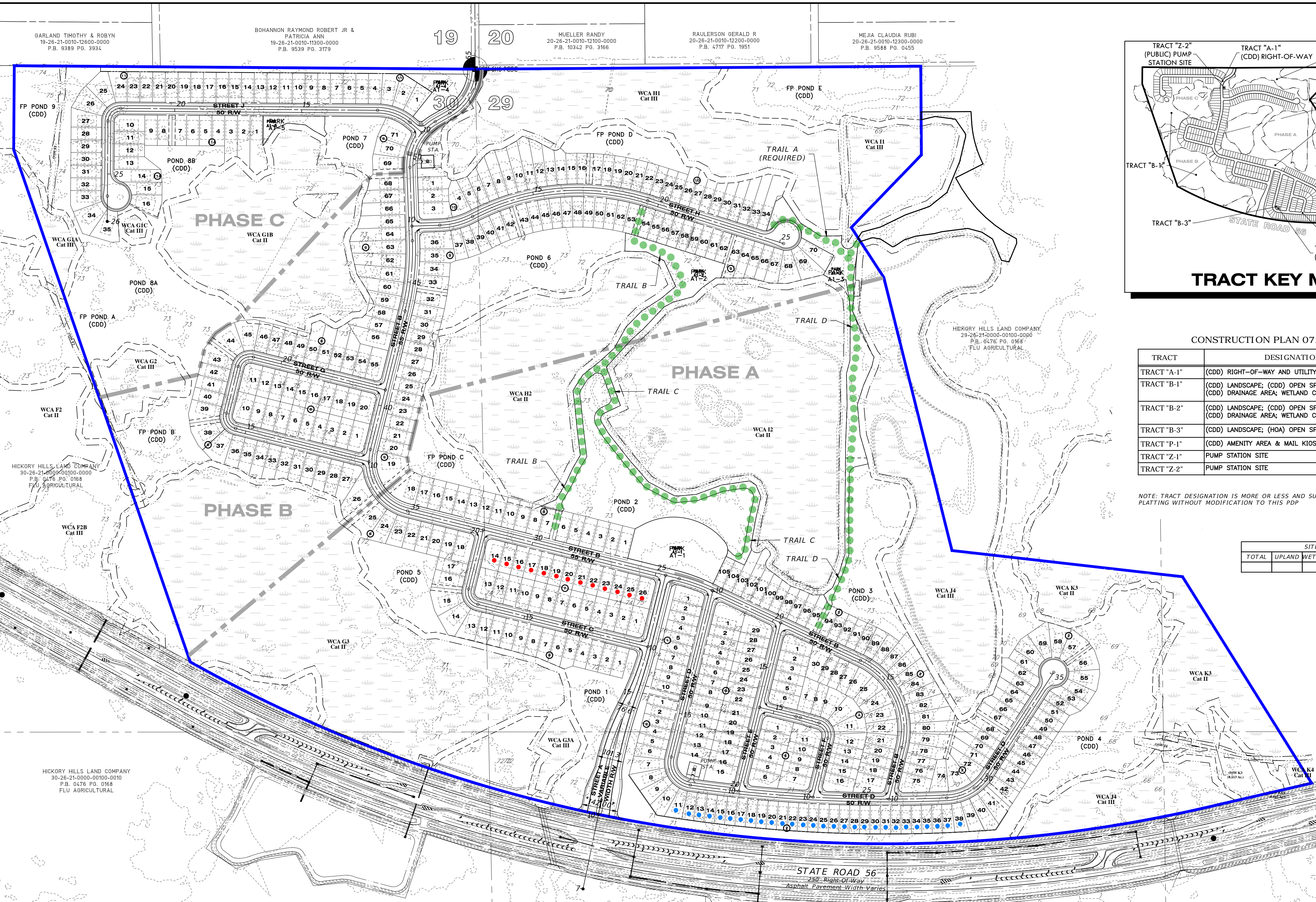
No.	Date	Description	Dwn.
1	4-14-21	Revised Boundary	WFS

REVISIONS

SHEET NO. 3 OF 3 SHEETS



Appendix B SITE PLAN



CONSTRUCTION PLAN 07/30/2020

TRACT	DESIGNATION
TRACT "A-1"	(CDD) RIGHT-OF-WAY AND UTILITY EASEMENT
TRACT "B-1"	(CDD) LANDSCAPE; (CDD) OPEN SPACE; (CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA
TRACT "B-2"	(CDD) LANDSCAPE; (CDD) OPEN SPACE; (CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA
TRACT "B-3"	(CDD) LANDSCAPE; (HOA) OPEN SPACE
TRACT "P-1"	(CDD) AMENITY AREA & MAIL KIOSK
TRACT "Z-1"	PUMP STATION SITE
TRACT "Z-2"	PUMP STATION SITE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
--- 12 ---	--- 12 ---	STORM DRAINAGE STRUCTURE & PIPE (SIZE IN INCHES) STRUCTURE NO.
62.9	65.00	SPOT ELEVATION
63	65.00	CONTOUR
→	→	DIRECTION OF SURFACE FLOW
---	---	STAKED EROSION CONTROL PER MASS GRADING PLANS BY WRA
---	---	FEMA FLOOD ZONE BOUNDARY
62.0	---	BASE FLOOD ELEVATION (FT)
---	---	SWFWMD WETLAND LINE
---	---	25' OFFSET FROM WETLAND LINE
WCA 108	---	WETLAND CONSERVATION AREA PASCO WETLAND CATEGORY
Cat III	---	WETLAND/HYDROPERIOD 1D
SH=65.00 NP=63.50	---	WETLAND HYDROPERIOD DATA
---	---	WETLAND AREAS
---	---	PROJECT BOUNDARY
---	---	OPTIONAL TRAIL UNLESS OTHERWISE NOTED

NOTE: TRACT DESIGNATION IS MORE OR LESS SUBJECT TO CHANGE WITH FINAL PLATTING WITHOUT MODIFICATION TO THIS PDP

SITE DATA TABLE

TOTAL	UPLAND	WETLAND	LOTS	GROSS DENSITY	NET DENSITY
			457		

TRAIL SCHEDULE

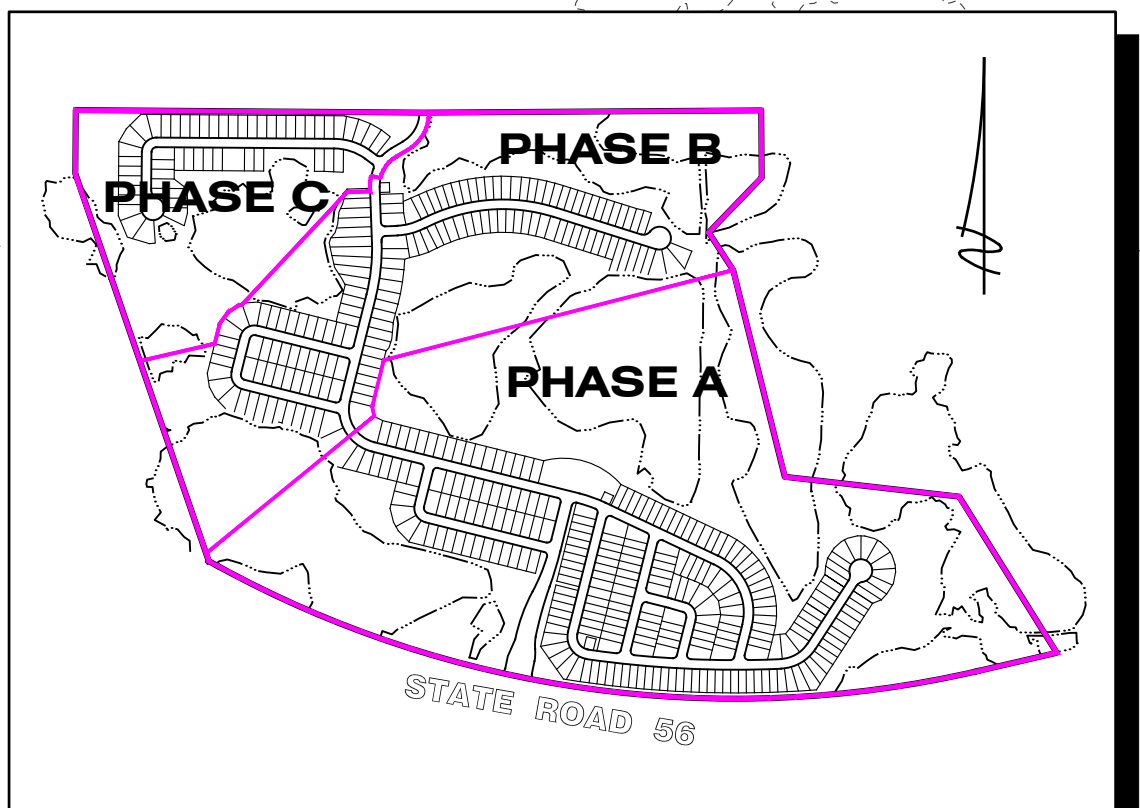
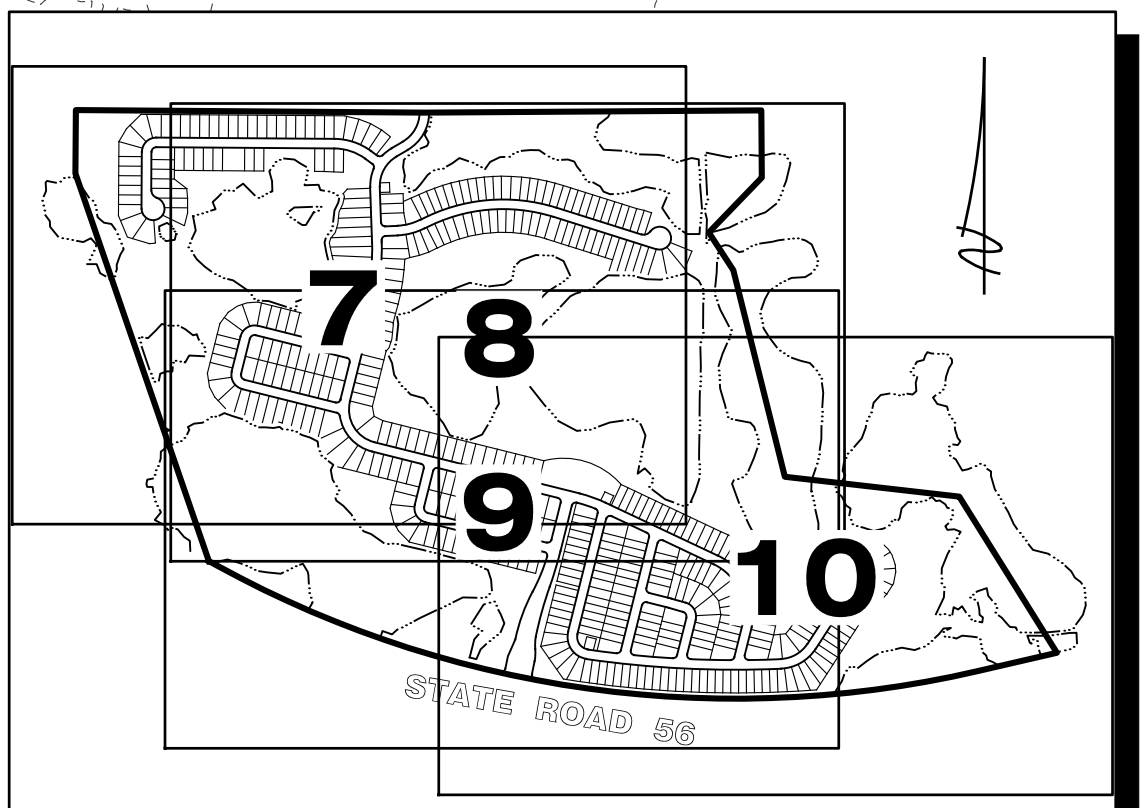
TRAIL ID	WIDTH (ft)	SURFACE MATERIAL	TRAIL REQUIRED? (Y/N)
A	5	Concrete	Y
B	5	By Owner	N
C	5	By Owner	N
D	5	By Owner	N

- NOTES:
1. Refer to Master Drainage Plan for FEMA Flood Zone information.
 2. Refer to Master Drainage Plan for Wetland Summary Table.
 3. Refer to Master Drainage Plan for Drainage Easement Details.
 4. There are no known Wetland Protection Areas within 1,000 feet of the development.
 5. Subject property is not located within a Pasco County Hurricane Evacuation Zone.

LOT SUMMARY A1

	40' WIDE LOT	50' WIDE LOT	TOTAL
PHASE A	185	69	254
PHASE B	65	84	149
PHASE C	0	54	54
TOTAL	250	207	457

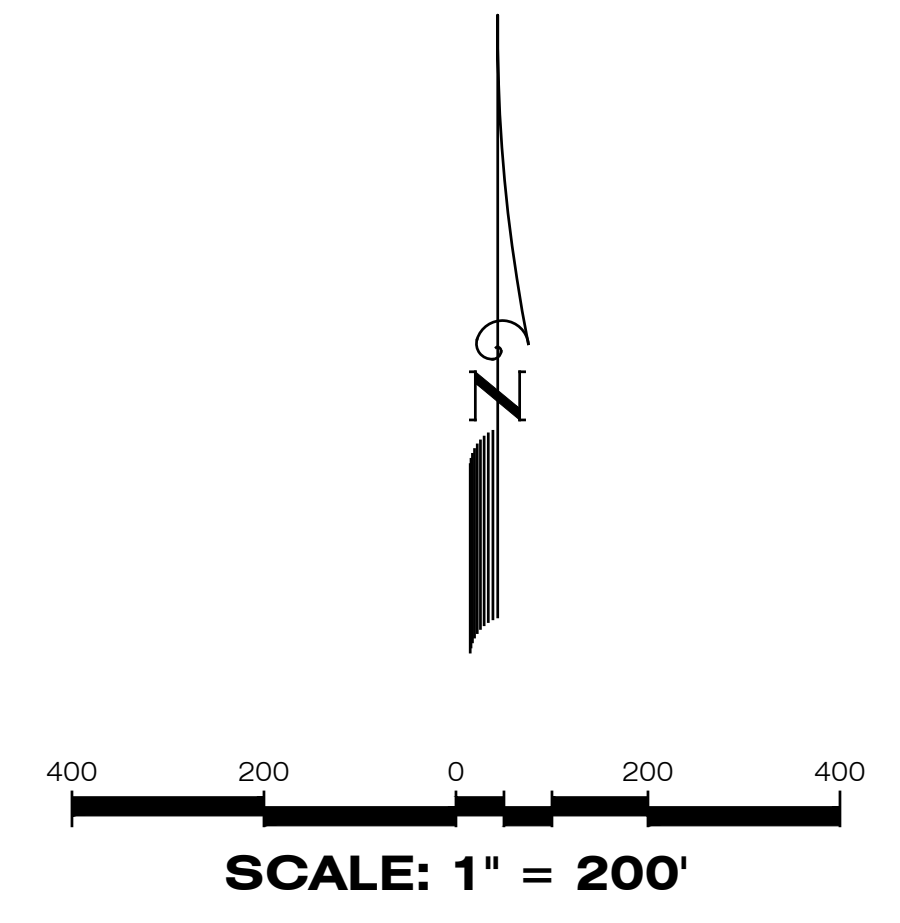
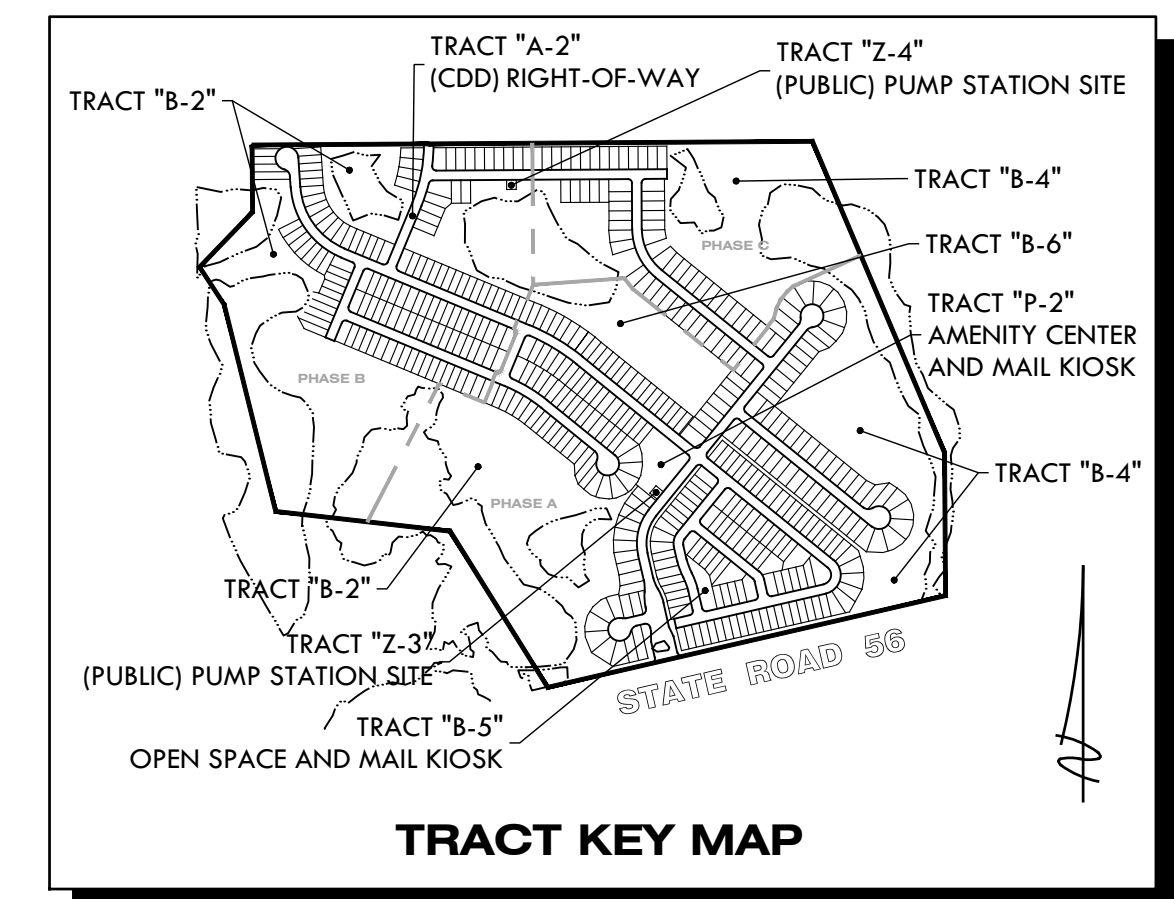
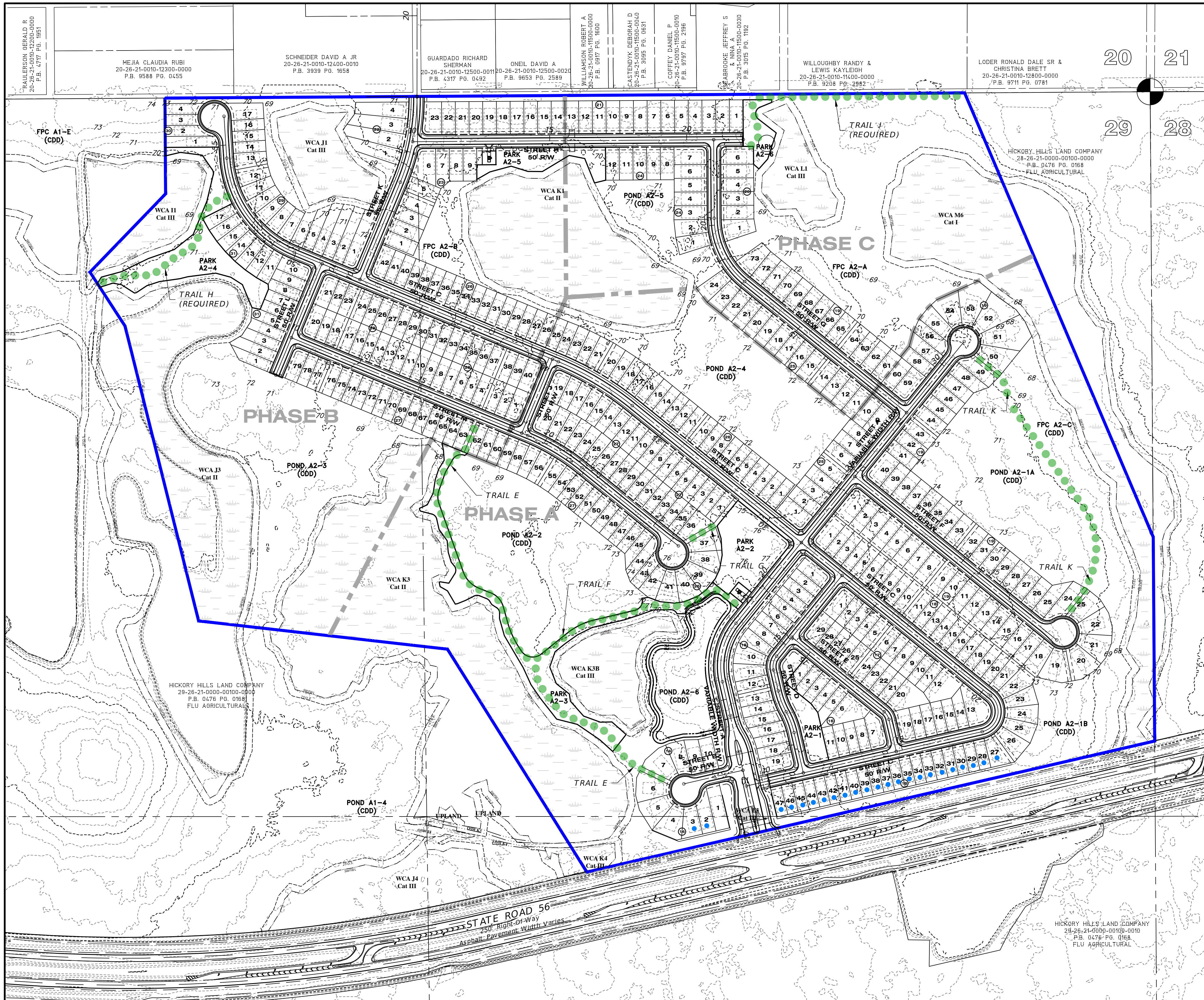
- 119' DEEP LOTS
- 110' DEEP LOTS



07-30-2021 REVIEW SUBMITTAL		JAS
DATE	DESCRIPTION	BY
	REVISIONS	

Clearview LAND DESIGN, P.L. Engineering Business C.A. No.: 28858 3010 W Azele St., Suite 150, Tampa, Florida 33609 Office: 813-223-3919 Fax: 813-223-3975		PRELIMINARY DEVELOPMENT PLAN KEY MAP JOB NO: EPG-TR-005 DESIGN: FERREIRA DRAWN: DUNCAN DATE: 07-30-2021 FILE: PDP-KEY
DATE: JORDAN A. SCHRADER, P.E. NO. 74798 FLORIDA PROFESSIONAL ENGINEER		TWO RIVERS PARCEL A1 PHASES A, B, & C PREPARED FOR: EPG-TWO RIVERS, LLC PASCO CLIENT NAME 2 Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +0.84 Feet
		SHEET 4 OF 81 SHEETS

P:\TWO RIVERS PARCEL A1\DRAWINGS\CONDOC\PP-KEY.DWG-4 PRELIMINARY DEVELOPMENT PLAN KEY MAP 2021/08/11 10:01 AM ROBERT REI...



CONSTRUCTION PLAN 07/30/2020

TRACT	DESIGNATION
TRACT "A-2"	(CDD) RIGHT-OF-WAY AND UTILITY EASEMENT
TRACT "B-2"	(CDD) LANDSCAPE; (CDD) OPEN SPACE; (CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA
TRACT "B-4"	(CDD) LANDSCAPE; (CDD) OPEN SPACE; (CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA
TRACT "B-5"	(CDD) LANDSCAPE; (CDD) OPEN SPACE
TRACT "B-6"	(CDD) LANDSCAPE; (CDD) OPEN SPACE; (CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA
TRACT "P-2"	(CDD) AMENITY AREA & MAIL KIOSK
TRACT "Z-3"	PUMP STATION SITE
TRACT "Z-4"	PUMP STATION SITE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		STORM DRAINAGE STRUCTURE & PIPE (SIZE IN INCHES) STRUCTURE NO.
		SPOT ELEVATION
		CONTOUR
		DIRECTION OF SURFACE FLOW
		STAKED EROSION CONTROL PER MASS GRADING PLANS BY WRA
		FEMA FLOOD ZONE BOUNDARY
		BASE FLOOD ELEVATION (FT)
		SWFWMD WETLAND LINE
		25' OFFSET FROM WETLAND LINE
		WCA 108 WETLAND CONSERVATION AREA PASCO WETLAND CATEGORY
		Cat III WETLAND CONSERVATION AREA PASCO WETLAND CATEGORY
		WETLAND HYDROPERIOD DATA
		WETLAND AREAS
		PROPOSED WETLAND IMPACTS
		PROJECT BOUNDARY
		OPTIONAL TRAIL UNLESS OTHERWISE NOTED

NOTE: TRACT DESIGNATION IS MORE OR LESS AND SUBJECT TO CHANGE WITH FINAL PLATTING WITHOUT MODIFICATION TO THIS PDP

SITE DATA TABLE

TOTAL	UPLAND	WETLAND	LOTS	GROSS DENSITY	NET DENSITY
			466		

TRAIL SCHEDULE

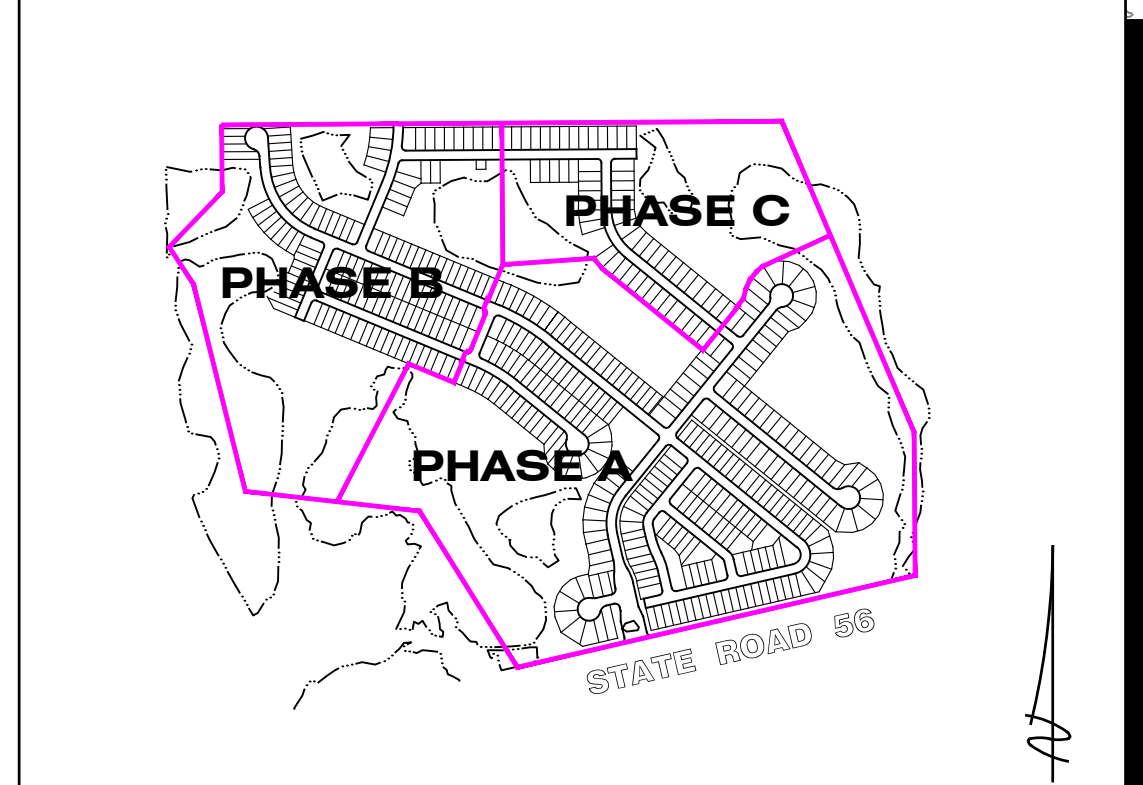
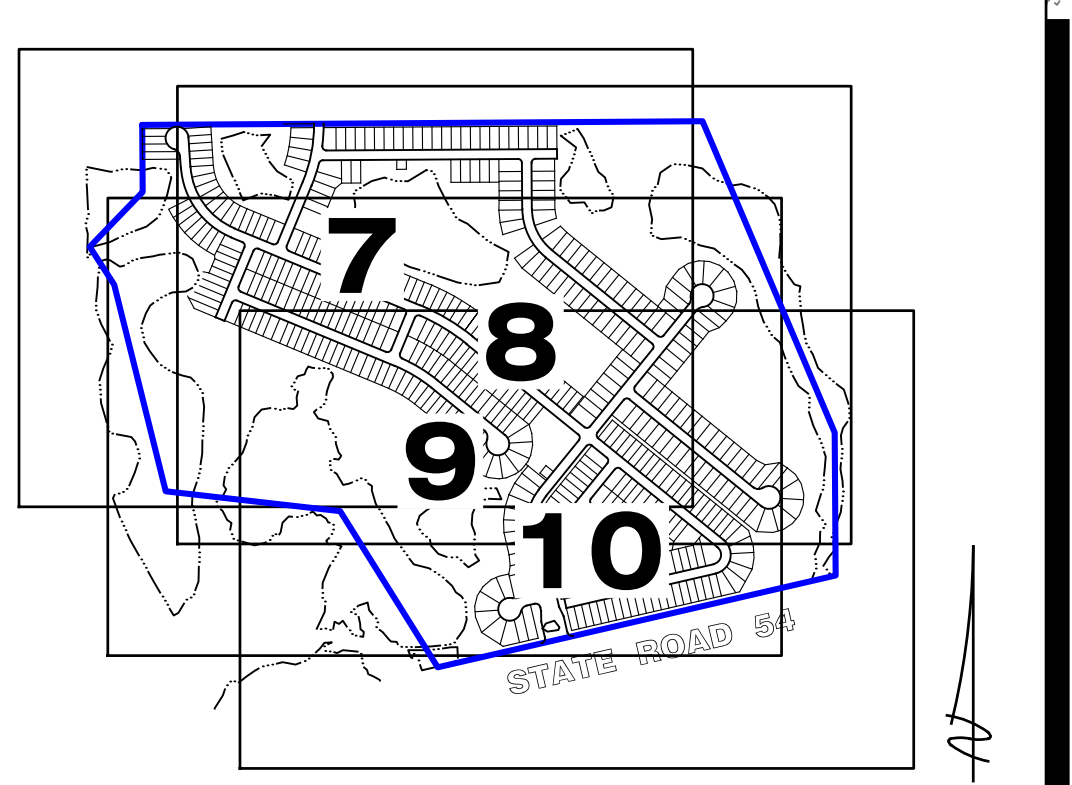
TRAIL ID	WIDTH (ft)	SURFACE MATERIAL	TRAIL REQUIRED? (Y/N)
E	5	By Owner	N
F	5	By Owner	N
G	5	By Owner	N
H	8	Concrete	Y
J	5	Asphalt & Boardwalk	Y
K	5	By Owner	N

- NOTES:
1. Refer to Master Drainage Plan for FEMA Flood Zone information.
 2. Refer to Master Drainage Plan for Wetland Summary Table.
 3. Refer to Master Drainage Plan for Drainage Easement Details.
 4. There are no known Wellhead Protection Areas within 1,000 feet of the development.
 5. Subject property is not located within a Pasco County Hurricane Evacuation Zone.

LOT SUMMARY A2

	40' WIDE LOT	50' WIDE LOT	TOTAL
PHASE A	190	80	270
PHASE B	115	23	138
PHASE C	0	58	58
TOTAL	305	161	466

• 110' DEEP LOTS



<p>07-30-2021 REVIEW SUBMITTAL JAS</p> <p>DATE DESCRIPTION BY</p>		<p>Clearview LAND DESIGN, P.L.L.C.</p> <p>Engineering Business C.A. No.: 28858 3010 W Azele St., Suite 150, Tampa, Florida 33609 Office: 813-223-3919 Fax: 813-223-3975</p>	<p>PRELIMINARY DEVELOPMENT PLAN KEY MAP</p> <p>JOB NO. EPG-TR-011</p> <p>DESIGN FERREIRA</p> <p>DRAWN DUNCAN</p> <p>DATE 07-30-2021</p> <p>FILE PDPKEY</p>	
<p>REVISIONS</p>			<p>TWO RIVERS PARCEL A2 PHASES A, B, & C</p> <p>PREPARED FOR: EPG-TWO RIVERS, LLC PASCO CLIENT NAME 2</p> <p>DATE: Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +0.84 Feet</p> <p>SHEET 4 OF 80 SHEETS</p>	



Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Two Rivers North Community Development District
Public Improvements and Community Facilities Cost Estimate
Bond Anticipation Note
January 5, 2022

Description	
Unit Count (26.38% of total shared EAUs)	923
Off-Site Improvements (26.38% of total shared cost):	
Water Management and Control	\$171,998
Water Supply	\$792,478
Sewer and Wastewater Management	\$444,558
Reclaimed Water	\$1,347,803
Roads	\$327,885
Miscellaneous Master Costs:	
Amenity Facility (no shared cost)	\$1,500,000
Permitting, Engineering and Associated Costs (Shared Costs)	\$3,600,000
Total	\$8,184,723

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

John M. Vericker
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

(Reserved for Recording office)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on January 19, 2022, by **EPG TWO RIVERS NORTH, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, in favor of the **TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("**Grantee**"), whose mailing address is c/o Inframark, 2005 Pan Am Circle #300, Tampa, Florida 33607.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Pasco County, Florida ("**Property**").

See **Exhibit A** attached hereto and incorporated herein by this reference.

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

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

Subject to and except for (a) governmental requirements and restrictions, and (b) easements, covenants, conditions, restrictions and other matters of record, Grantor warrants that Grantor is seized of the Property in fee simple; the Property is free from all monetary encumbrances made by Grantor; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, Sealed and Delivered in the Presence of:

EPG Two Rivers North, LLC,
a Florida limited liability company

MOC AITA
(Witness 1 - Signature)

By: [Signature]
Jeffery S. Hills
Manager

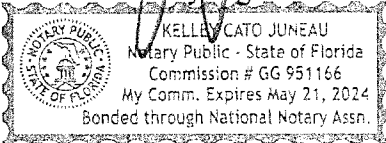
MACALISTER SEITS
(Witness 1 - Printed Name)

Lea Poulos
(Witness 2 - Signature)

Lea Poulos
(Witness 2 - Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of January, 2022, by Jeffery S. Hills, as Manager of EPG Two Rivers North, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

[Signature]
Florida Public Notary Signature


Notary Stamp

Exhibit A
TWO RIVERS PARCEL A-1
CDD CONVEYANCE PARCEL

DESCRIPTION: A parcel of land lying in Sections 29 and 30, Township 26 South, Range 21 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29, run thence along the North boundary of the Northeast 1/4 of said Section 29, S.89°37'53"W., 2675.43 feet to the North 1/4 corner of said Section 29; thence along the North boundary of the Northwest 1/4 of said Section 29, S.89°37'34"W., 919.66 feet to the **POINT OF BEGINNING**; thence S.00°22'26"E., 349.46 feet; thence S.44°00'00"W., 397.17 feet; thence S.33°00'00"E., 235.00 feet; thence S.14°00'00"E., 1108.88 feet; thence S.83°30'41"E., 914.18 feet; thence S.32°00'00"E., 959.16 feet to a point on the Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), according to County Deed, as recorded in Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), the following three (3) courses: 1) S.77°00'33"W., 425.00 feet to a point of curvature; 2) Westerly, 4085.97 feet along the arc of a curve to the right having a radius of 5604.58 feet and a central angle of 41°46'16" (chord bearing N.82°06'19"W., 3996.08 feet) to a point of tangency; 3) N.61°13'11"W., 50.66 feet; thence N.19°00'00"W., 2135.63 feet; thence N.00°25'39"E., 330.00 feet to a point on the North boundary of the Northeast 1/4 of the aforesaid Section 30; thence along said North boundary of the Northeast 1/4 of Section 30, S.89°34'21"E., 1815.40 feet to the Northwest corner of the aforesaid Section 29; thence along the aforesaid North boundary of the Northwest 1/4 of Section 29, N.89°37'34"E., 1755.01 feet to the **POINT OF BEGINNING**.

Containing 237.172 acres, more or less.

LESS AND EXCEPT THE FOLLOWING: Twelve (12) parcels of land lying in Sections 29 and 30, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BLOCK 10

COMMENCE at the Northwest corner of said Section 29, run thence along the North boundary of the Northwest 1/4 of said Section 29, N.89°37'34"E., 26.00 feet to a point on a curve; thence Southwesterly, 236.84 feet along the arc of a curve to the right having a radius of 226.00 feet and a central angle of 60°02'35" (chord bearing S.29°58'43"W., 226.15 feet) to a point of tangency; thence S.60°00'00"W., 66.54 feet; thence S.49°20'42"W., 32.17 feet to a point of curvature; thence Southwesterly, 153.24 feet along the arc of a curve to the left

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having a radius of 171.00 feet and a central angle of $51^{\circ}20'42''$ (chord bearing $S.23^{\circ}40'21''W.$, 148.16 feet) to a point of tangency; thence $S.02^{\circ}00'00''E.$, 40.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence $N.88^{\circ}00'00''E.$, 118.33 feet to a point on a curve; thence Southeasterly, 39.59 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $90^{\circ}43'52''$ (chord bearing $S.61^{\circ}51'15''E.$, 35.58 feet) to a point of tangency; thence $N.72^{\circ}46'49''E.$, 40.54 feet to a point of curvature; thence Northeasterly, 13.75 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $31^{\circ}30'45''$ (chord bearing $N.57^{\circ}01'26''E.$, 13.58 feet) to a point of tangency; thence $N.41^{\circ}16'04''E.$, 39.93 feet; thence $N.37^{\circ}30'08''E.$, 59.41 feet; thence $N.52^{\circ}32'29''E.$, 34.00 feet; thence $N.82^{\circ}17'15''E.$, 43.94 feet; thence $N.60^{\circ}36'41''E.$, 63.11 feet; thence $N.52^{\circ}44'43''E.$, 33.00 feet; thence $S.70^{\circ}22'09''E.$, 52.84 feet; thence $S.62^{\circ}14'25''E.$, 75.40 feet to a point of curvature; thence Easterly, 35.96 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $82^{\circ}25'08''$ (chord bearing $N.76^{\circ}33'01''E.$, 32.94 feet); thence $S.42^{\circ}06'14''E.$, 30.95 feet; thence $N.88^{\circ}20'00''E.$, 44.42 feet; thence $S.89^{\circ}00'00''E.$, 52.94 feet; thence $S.86^{\circ}06'00''E.$, 52.94 feet; thence $S.83^{\circ}26'00''E.$, 44.42 feet; thence $S.81^{\circ}00'00''E.$, 44.42 feet; thence $S.78^{\circ}34'00''E.$, 44.42 feet; thence $S.76^{\circ}08'00''E.$, 44.42 feet; thence $S.73^{\circ}40'54''E.$, 45.12 feet; thence $S.72^{\circ}30'00''E.$, 120.00 feet; thence $N.17^{\circ}30'00''E.$, 31.33 feet; thence $S.84^{\circ}26'56''E.$, 23.25 feet; thence $S.61^{\circ}46'38''E.$, 30.16 feet; thence $S.31^{\circ}12'06''E.$, 26.01 feet to a point of curvature; thence Southeasterly, 16.60 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $38^{\circ}03'04''$ (chord bearing $S.50^{\circ}13'38''E.$, 16.30 feet) to a point of tangency; thence $S.69^{\circ}15'10''E.$, 41.78 feet; thence $N.87^{\circ}33'59''E.$, 62.03 feet; thence $N.77^{\circ}44'44''E.$, 71.88 feet; thence $N.72^{\circ}27'36''E.$, 62.05 feet; thence $S.80^{\circ}43'28''E.$, 58.51 feet; thence $S.68^{\circ}49'32''E.$, 27.85 feet; thence $S.23^{\circ}18'23''W.$, 71.81 feet; thence $S.84^{\circ}49'59''W.$, 20.24 feet; thence $S.17^{\circ}30'00''W.$, 142.53 feet to a point on a curve; thence Westerly, 15.80 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of $22^{\circ}38'03''$ (chord bearing $N.83^{\circ}49'02''W.$, 15.70 feet) to a point of tangency; thence $N.72^{\circ}30'00''W.$, 465.61 feet to a point of curvature; thence Westerly, 730.53 feet along the arc of a curve to the left having a radius of 925.00 feet and a central angle of $45^{\circ}15'00''$ (chord bearing $S.84^{\circ}52'30''W.$, 711.69 feet) to a point of reverse curvature, said point hereinafter being referred to as **POINT "A"**; thence Westerly, 123.59 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of $25^{\circ}45'00''$ (chord bearing $S.75^{\circ}07'30''W.$, 122.55 feet) to a point of tangency; thence $S.88^{\circ}00'00''W.$, 61.00 feet to a point of curvature; thence Northwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $N.47^{\circ}00'00''W.$, 28.28 feet) to a point of tangency; thence $N.02^{\circ}00'00''W.$, 147.22 feet to the **POINT OF BEGINNING**.

Containing 5.004 acres, more or less.

BLOCK 9

From a point previously referred to as **POINT "A"**, run thence S.27°45'00"E., 50.00 feet to a point on a curve for the **POINT OF BEGINNING** of the herein described parcel of land; thence Easterly, 691.04 feet along the arc of a curve to the right having a radius of 875.00 feet and a central angle of 45°15'00" (chord bearing N.84°52'30"E., 673.22 feet) to a point of tangency; thence S.72°30'00"E., 561.00 feet to a point of curvature; thence Northeasterly, 102.86 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 98°13'16" (chord bearing N.58°23'22"E., 90.72 feet); thence S.61°15'00"E., 147.11 feet; thence S.28°45'00"W., 86.06 feet; thence S.76°23'54"W., 147.79 feet; thence N.88°25'34"W., 67.98 feet; thence N.75°35'38"W., 78.69 feet; thence N.89°43'41"W., 116.63 feet; thence N.17°30'00"E., 57.31 feet; thence N.72°30'00"W., 325.00 feet; thence N.71°24'01"W., 49.57 feet; thence N.74°59'00"W., 48.31 feet; thence N.78°19'00"W., 39.53 feet; thence N.81°19'00"W., 39.53 feet; thence N.84°19'00"W., 39.53 feet; thence N.87°19'00"W., 39.53 feet; thence S.89°41'00"W., 39.53 feet; thence S.86°41'00"W., 39.53 feet; thence S.83°41'00"W., 39.53 feet; thence S.80°41'00"W., 39.53 feet; thence S.77°41'00"W., 39.53 feet; thence S.73°10'41"W., 47.19 feet; thence S.72°01'19"W., 47.19 feet; thence S.67°31'00"W., 39.53 feet; thence S.63°04'01"W., 39.51 feet; thence S.64°16'31"W., 48.34 feet; thence S.70°30'00"W., 51.87 feet; thence S.77°10'00"W., 51.87 feet; thence S.68°29'43"W., 23.28 feet; thence S.04°00'00"W., 55.53 feet; thence S.06°58'00"W., 63.55 feet; thence S.10°08'00"W., 63.55 feet; thence S.13°03'10"W., 55.24 feet; thence S.15°08'45"W., 50.01 feet; thence S.14°00'00"W., 67.71 feet; thence S.06°04'11"W., 66.80 feet; thence S.17°41'53"W., 48.56 feet; thence S.41°00'45"W., 13.40 feet; thence S.14°00'00"W., 305.74 feet; thence S.11°24'26"E., 49.00 feet; thence S.65°23'11"E., 52.88 feet; thence S.76°00'00"E., 865.00 feet; thence S.14°00'00"W., 120.00 feet to a point hereinafter being referred to as **POINT "B"**; thence N.76°00'00"W., 887.00 feet to a point of curvature, said point hereinafter being referred to as **POINT "G"**; thence Northwesterly, 268.61 feet along the arc of a curve to the right having a radius of 171.00 feet and a central angle of 90°00'00" (chord bearing N.31°00'00"W., 241.83 feet) to a point of tangency; thence N.14°00'00"E., 562.41 feet to a point of curvature; thence Northerly, 287.35 feet along the arc of a curve to the left having a radius of 1029.00 feet and a central angle of 16°00'00" (chord bearing N.06°00'00"E., 286.42 feet) to a point of tangency; thence N.02°00'00"W., 12.40 feet to a point of curvature; thence Northeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.43°00'00"E., 28.28 feet) to a point of tangency; thence N.88°00'00"E., 61.00 feet to a point of curvature; thence Easterly, 146.06 feet along the arc of a curve to the left having a radius of 325.00 feet and a central angle of 25°45'00" (chord bearing N.75°07'30"E., 144.84 feet); to the **POINT OF BEGINNING**.

Containing 9.897 acres, more or less.

BLOCK 2

From a point previously referred to as **POINT "B"**, run thence S.76°00'00"E., 195.57 feet to a point of curvature; thence Easterly, 142.35 feet along the arc of a curve to the right having a radius of 725.00 feet and a central angle of 11°15'00" (chord bearing S.70°22'30"E., 142.12 feet) to a point of tangency; thence S.64°45'00"E., 13.71 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence N.25°15'00"E., 120.00 feet; thence S.64°44'58"E., 80.00 feet; thence N.25°15'00"E., 67.53 feet to a point on a curve; thence Easterly, 42.72 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 97°53'51" (chord bearing S.78°39'03"E., 37.71 feet) to a point of tangency; thence N.52°24'02"E., 23.98 feet; thence S.44°27'56"E., 21.72 feet; thence S.14°19'53"E., 12.87 feet; thence S.34°05'34"W., 27.31 feet to a point of curvature; thence Southerly, 38.08 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°16'42" (chord bearing S.09°32'47"E., 34.51 feet) to a point of tangency; thence S.53°11'08"E., 110.16 feet; thence S.70°04'25"E., 51.28 feet; thence S.65°07'37"E., 44.58 feet; thence N.87°39'33"E., 41.78 feet; thence S.26°52'17"E., 44.74 feet; thence S.64°44'59"E., 167.50 feet; thence S.66°08'05"E., 41.24 feet; thence S.61°03'01"E., 52.12 feet; thence S.54°21'01"E., 52.12 feet; thence N.38°59'59"E., 49.06 feet; thence S.29°27'38"E., 79.49 feet; thence S.29°32'56"E., 111.65 feet; thence S.30°13'07"E., 119.96 feet; thence S.30°59'31"E., 81.84 feet to a point of curvature; thence Easterly, 38.26 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°41'16" (chord bearing S.74°50'09"E., 34.63 feet) to a point of tangency; thence N.61°19'13"E., 34.08 feet; thence N.31°23'33"E., 81.60 feet; thence N.65°39'15"E., 38.91 feet; thence N.20°26'34"E., 98.76 feet; thence N.01°09'48"E., 51.53 feet; thence S.88°50'12"E., 26.30 feet; thence N.33°00'00"E., 87.04 feet; thence N.55°15'00"E., 121.47 feet; thence S.75°52'45"E., 30.04 feet; thence S.72°23'12"E., 82.05 feet; thence S.53°30'00"E., 68.92 feet; thence S.35°45'00"E., 49.97 feet; thence S.18°00'00"E., 57.95 feet; thence S.03°45'00"E., 37.12 feet; thence S.10°30'00"W., 62.37 feet; thence S.33°00'00"W., 64.80 feet; thence S.44°18'36"W., 40.79 feet; thence S.67°01'10"W., 48.26 feet; thence S.33°00'00"W., 534.79 feet to a point on a curve; thence Westerly, 1337.30 feet along the arc of a curve to the right having a radius of 5564.58 feet and a central angle of 13°46'10" (chord bearing N.87°32'13"W., 1334.09 feet); thence N.35°00'00"W., 193.10 feet; thence N.14°00'00"E., 330.45 feet; thence S.76°00'00"E., 120.00 feet to a point hereinafter being referred to as **POINT "D"**; thence S.14°00'00"W., 222.03 feet to a point of curvature, said point hereinafter being referred to as **POINT "E"**; thence Southeasterly, 192.31 feet along the arc of a curve to the left having a radius of 115.00 feet and a central angle of 95°48'43" (chord bearing

S.33°54'21"E., 170.67 feet) to a point of compound curvature; thence Easterly, 1017.62 feet along the arc of a curve to the left having a radius of 5453.58 feet and a central angle of 10°41'28" (chord bearing S.87°09'27"E., 1016.14 feet) to a point of compound curvature; thence Northeasterly, 214.01 feet along the arc of a curve to the left having a radius of 225.00 feet and a central angle of 54°29'49" (chord bearing N.60°14'55"E., 206.03 feet) to a point of tangency; thence N.33°00'00"E., 405.01 feet to a point of curvature; thence Northeasterly, 34.53 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 49°27'30" (chord bearing N.57°43'45"E., 33.47 feet) to a point of reverse curvature; thence Northerly, 146.04 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 139°27'30" (chord bearing N.12°43'45"E., 112.57 feet); thence continue Southwesterly, 146.04 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 139°27'30" (chord bearing S.53°16'15"W., 112.57 feet) to a point of reverse curvature; thence Southerly, 34.53 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 49°27'30" (chord bearing S.08°16'15"W., 33.47 feet) to a point of tangency; thence S.33°00'00"W., 405.01 feet to a point of curvature; thence Southwesterly, 166.45 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 54°29'49" (chord bearing S.60°14'55"W., 160.25 feet) to a point of compound curvature; thence Westerly, 168.52 feet along the arc of a curve to the right having a radius of 5403.58 feet and a central angle of 01°47'13" (chord bearing S.88°23'26"W., 168.51 feet) to a point of compound curvature; thence Northwesterly, 36.55 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 104°42'58" (chord bearing N.38°21'29"W., 31.67 feet) to a point of tangency; thence N.14°00'00"E., 150.91 feet to a point of curvature; thence Northwesterly, 446.70 feet along the arc of a curve to the left having a radius of 325.00 feet and a central angle of 78°45'00" (chord bearing N.25°22'30"W., 412.36 feet) to a point of tangency, said point hereinafter being referred to as **POINT "C"**; thence N.64°45'00"W., 653.50 feet to the **POINT OF BEGINNING**.

Containing 13.845 acres, more or less.

BLOCK 4

From a point previously referred to as **POINT "C"**, run thence S.25°15'00"W., 50.00 feet to a point on a curve for the **POINT OF BEGINNING** of the herein described parcel of land; thence Southeasterly, 377.97 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 78°45'00" (chord bearing S.25°22'30"E., 348.92 feet) to a point of tangency; thence S.14°00'00"W., 173.72 feet to a point of curvature; thence Southwesterly, 26.62 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 76°16'19" (chord bearing S.52°08'10"W., 24.70 feet) to a point of compound curvature; thence Westerly, 207.79 feet along the arc of a curve to the right having a radius of 5403.58 feet and a central angle of 02°12'12" (chord bearing S.02°12'12"W., 207.79 feet) to a point of tangency, said point hereinafter being referred to as **POINT "D"**; thence S.64°45'00"W., 653.50 feet to the **POINT OF BEGINNING**.

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bearing N.88°37'35"W., 207.78 feet) to a point of compound curvature; thence Northwesterly, 35.44 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 101°31'29" (chord bearing N.36°45'45"W., 30.98 feet) to a point of tangency; thence N.14°00'00"E., 184.50 feet to a point of curvature, said point hereinafter being referred to as **POINT "F"**; thence Northwesterly, 115.19 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 88°00'00" (chord bearing N.30°00'00"W., 104.20 feet) to a point of tangency; thence N.74°00'00"W., 76.57 feet to a point of curvature; thence Westerly, 18.33 feet along the arc of a curve to the left having a radius of 525.00 feet and a central angle of 02°00'00" (chord bearing N.75°00'00"W., 18.33 feet) to a point of tangency; thence N.76°00'00"W., 102.78 feet to a point of curvature; thence Northwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.31°00'00"W., 28.28 feet) to a point of tangency; thence N.14°00'00"E., 243.66 feet to a point of curvature; thence Northeasterly, 35.34 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 101°15'00" (chord bearing N.64°37'30"E., 30.92 feet) to a point of tangency; thence S.64°45'00"E., 292.37 feet to the **POINT OF BEGINNING**.

Containing 4.115 acres, more or less.

BLOCK 1

From a point previously referred to as **POINT "D"**, run thence N.14°00'00"E., 20.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence N.76°00'00"W., 120.00 feet; thence N.14°00'00"E., 421.66 feet to a point on a curve; thence Easterly, 2.96 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 08°28'47" (chord bearing S.80°23'14"E., 2.96 feet) to a point of compound curvature; thence Easterly, 100.31 feet along the arc of a curve to the right having a radius of 675.00 feet and a central angle of 08°30'53" (chord bearing S.71°53'24"E., 100.22 feet) to a point of compound curvature; thence Southeasterly, 28.50 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 81°37'57" (chord bearing S.26°48'59"E., 26.15 feet) to a point of tangency; thence S.14°00'00"W., 394.92 feet to the **POINT OF BEGINNING**.

Containing 1.152 acres, more or less.

BLOCK 3

From a point previously referred to as **POINT "E"**, run thence S.76°00'00"E., 50.00 feet; thence N.14°00'00"E., 25.11 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence N.14°00'00"E., 594.78 feet to a point of curvature; thence Northeasterly, 35.34 feet along the arc of a curve to the

right having a radius of 20.00 feet and a central angle of 101°15'00" (chord bearing N.64°37'30"E., 30.92 feet) to a point of tangency; thence S.64°45'00"E., 203.92 feet to a point of curvature; thence Southeasterly, 27.49 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 78°45'00" (chord bearing S.25°22'30"E., 25.38 feet) to a point of tangency; thence S.14°00'00"W., 607.42 feet to a point of curvature; thence Southwesterly, 28.82 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 82°34'35" (chord bearing S.55°17'17"W., 26.39 feet) to a point of compound curvature; thence Westerly, 103.33 feet along the arc of a curve to the right having a radius of 5403.58 feet and a central angle of 01°05'44" (chord bearing N.82°52'33"W., 103.33 feet); thence N.14°00'00"E., 84.63 feet; thence N.76°00'00"W., 120.00 feet to the **POINT OF BEGINNING**.

Containing 3.488 acres, more or less.

BLOCK 5

From a point previously referred to as **POINT "F"**, run thence N.76°00'00"W., 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence S.14°00'00"W., 202.05 feet to a point of curvature; thence Southwesterly, 27.73 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 79°27'04" (chord bearing S.53°43'32"W., 25.56 feet) to a point of compound curvature; thence Westerly, 203.53 feet along the arc of a curve to the right having a radius of 5403.58 feet and a central angle of 02°09'29" (chord bearing N.85°28'11"W., 203.52 feet) to a point of compound curvature; thence Northwesterly, 34.34 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 98°23'27" (chord bearing N.35°11'43"W., 30.28 feet) to a point of tangency; thence N.14°00'00"E., 243.36 feet to a point of curvature; thence Northeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.59°00'00"E., 28.28 feet) to a point of tangency; thence S.76°00'00"E., 102.78 feet to a point of curvature; thence Easterly, 16.58 feet along the arc of a curve to the right having a radius of 475.00 feet and a central angle of 02°00'00" (chord bearing S.75°00'00"E., 16.58 feet) to a point of tangency; thence S.74°00'00"E., 76.57 feet to a point of curvature; thence Southeasterly, 38.40 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°00'00" (chord bearing S.30°00'00"E., 34.73 feet) to the **POINT OF BEGINNING**.

Containing 1.460 acres, more or less.

BLOCK 6

From a point previously referred to as **POINT "G"**, run thence S.14°00'00"W., 55.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land;

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thence S.76°00'00"E., 263.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.31°00'00"E., 28.28 feet) to a point of tangency; thence S.14°00'00"W., 194.00 feet to a point of curvature, said point hereinafter being referred to as **POINT "H"**; thence Southeasterly, 117.81 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 90°00'00" (chord bearing S.31°00'00"E., 106.07 feet) to a point of tangency; thence S.76°00'00"E., 622.00 feet; thence S.14°00'00"W., 120.00 feet; thence N.76°00'00"W., 200.00 feet; thence S.71°22'34"W., 36.15 feet; thence N.66°59'08"W., 111.08 feet; thence N.74°47'49"W., 99.33 feet; thence N.76°00'00"W., 266.92 feet; thence N.29°12'00"W., 110.06 feet; thence N.14°12'00"W., 74.65 feet; thence N.14°00'00"E., 142.98 feet; thence N.76°00'00"W., 317.05 feet to a point on a curve; thence Northerly, 34.91 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 80°00'58" (chord bearing N.13°08'57"W., 32.14 feet) to a point of tangency; thence N.53°09'26"W., 44.30 feet; thence N.53°32'12"W., 28.96 feet; thence N.19°02'57"W., 29.83 feet; thence N.05°54'02"W., 32.82 feet to a point of curvature; thence Northwesterly, 24.95 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 57°11'02" (chord bearing N.34°29'33"W., 23.93 feet) to a point of tangency; thence N.63°05'05"W., 46.59 feet; thence N.73°20'17"W., 43.64 feet; thence N.60°53'02"W., 34.37 feet; thence N.73°13'37"W., 40.57 feet; thence N.83°38'35"W., 33.60 feet; thence N.49°30'10"W., 10.57 feet to a point of curvature; thence Westerly, 22.21 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 50°53'35" (chord bearing N.74°56'57"W., 21.48 feet) to a point of tangency; thence S.79°36'15"W., 29.42 feet; thence N.85°59'33"W., 39.38 feet; thence N.89°47'50"W., 30.38 feet; thence N.69°59'31"W., 37.46 feet; thence N.55°46'01"W., 46.55 feet; thence N.73°10'48"W., 62.00 feet; thence N.70°08'47"W., 45.73 feet to a point of curvature; thence Westerly, 2.97 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 06°48'38" (chord bearing N.73°33'06"W., 2.97 feet); thence N.42°57'00"W., 80.96 feet; thence N.27°57'00"W., 59.18 feet; thence N.08°27'00"W., 72.21 feet; thence N.14°00'00"E., 267.40 feet; thence N.36°27'00"E., 72.21 feet; thence N.55°57'00"E., 59.18 feet; thence N.70°57'00"E., 51.34 feet; thence N.85°57'00"E., 56.64 feet; thence S.76°00'00"E., 225.97 feet; thence N.14°00'00"E., 1.89 feet to a point on a curve; thence Northerly, 9.35 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 21°25'31" (chord bearing N.14°35'35"E., 9.29 feet) to a point of tangency; thence N.03°52'49"E., 28.11 feet; thence N.70°05'47"E., 35.90 feet; thence S.58°36'23"E., 55.49 feet to a point of curvature; thence Easterly, 26.35 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 60°24'01" (chord bearing S.88°48'24"E., 25.15 feet) to a point of tangency; thence N.60°59'36"E., 23.13 feet; thence N.56°03'12"E., 47.65 feet; thence N.85°19'05"E., 33.18 feet; thence N.46°27'41"E., 21.06 feet; thence N.14°00'00"E., 44.57 feet; thence N.12°03'00"E., 27.02 feet; thence N.29°15'16"W., 38.44 feet; thence

N.32°17'51"W., 64.23 feet; thence N.13°13'34"W., 86.59 feet; thence N.10°45'03"W., 45.67 feet; thence N.16°00'53"E., 24.91 feet; thence N.39°01'02"E., 37.14 feet; thence N.16°46'18"E., 46.59 feet; thence N.06°24'09"E., 63.95 feet; thence N.24°52'08"E., 44.74 feet; thence N.13°09'08"E., 32.39 feet to a point of curvature; thence Northerly, 13.65 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 31°17'13" (chord bearing N.02°29'28"W., 13.48 feet); thence N.43°03'47"E., 23.08 feet; thence N.02°00'00"W., 66.33 feet; thence N.13°25'00"E., 84.99 feet; thence N.25°05'00"E., 82.21 feet to a point on a curve; thence Southeasterly, 87.69 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 28°42'40" (chord bearing S.63°51'20"E., 86.78 feet) to a point of tangency, said point hereinafter being referred to as **POINT "K"**; thence S.49°30'00"E., 19.34 feet to a point of curvature; thence Southerly, 27.74 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 79°27'35" (chord bearing S.09°46'13"E., 25.57 feet) to a point of reverse curvature; thence Southerly, 126.06 feet along the arc of a curve to the left having a radius of 226.00 feet and a central angle of 31°57'35" (chord bearing S.13°58'47"W., 124.44 feet) to a point of tangency; thence S.02°00'00"E., 289.62 feet to a point of curvature; thence Southerly, 271.99 feet along the arc of a curve to the right having a radius of 974.00 feet and a central angle of 16°00'00" (chord bearing S.06°00'00"W., 271.11 feet) to a point of tangency; thence S.14°00'00"W., 275.59 feet to a point of curvature; thence Southwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.59°00'00"W., 28.28 feet) to a point of tangency; thence N.76°00'00"W., 489.00 feet to a point of curvature; thence Southwesterly, 117.81 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 90°00'00" (chord bearing S.59°00'00"W., 106.07 feet) to a point of tangency; thence S.14°00'00"W., 190.00 feet to a point of curvature; thence Southeasterly, 117.81 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 90°00'00" (chord bearing S.31°00'00"E., 106.07 feet) to a point of tangency, said point hereinafter being referred to as **POINT "J"**; thence S.76°00'00"E., 507.33 feet to a point of curvature; thence Southeasterly, 23.65 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 67°44'34" (chord bearing S.42°07'43"E., 22.29 feet) to a point of reverse curvature; thence Southeasterly, 267.21 feet along the arc of a curve to the left having a radius of 226.00 feet and a central angle of 67°44'34" (chord bearing S.42°07'43"E., 251.91 feet) to the **POINT OF BEGINNING**.

Containing 12.332 acres, more or less.

BLOCK 7

From a point previously referred to as **POINT "H"**, run thence S.76°00'00"E., 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land;

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thence N.14°00'00"E., 194.00 feet to a point of curvature; thence Northeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.59°00'00"E., 28.28 feet) to a point of tangency; thence S.76°00'00"E., 645.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.31°00'00"E., 28.28 feet) to a point of tangency; thence S.14°00'00"W., 199.00 feet to a point of curvature; thence Southwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.59°00'00"W., 28.28 feet) to a point of tangency; thence N.76°00'00"W., 640.00 feet to a point of curvature; thence Northwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.31°00'00"W., 35.36 feet) to the **POINT OF BEGINNING**.

Containing 3.749 acres, more or less.

BLOCK 8

From a point previously referred to as **POINT "J"**, run thence N.14°00'00"E., 50.00 feet to a point on a curve for the **POINT OF BEGINNING** of the herein described parcel of land; thence Northwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.31°00'00"W., 35.36 feet) to a point of tangency; thence N.14°00'00"E., 190.00 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.59°00'00"E., 35.36 feet) to a point of tangency; thence S.76°00'00"E., 489.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.31°00'00"E., 28.28 feet) to a point of tangency; thence S.14°00'00"W., 196.82 feet to a point of curvature; thence Southerly, 2.92 feet along the arc of a curve to the left having a radius of 226.00 feet and a central angle of 00°44'23" (chord bearing S.13°37'48"W., 2.92 feet) to a point of reverse curvature; thence Southwesterly, 31.67 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°44'23" (chord bearing S.58°37'48"W., 28.47 feet) to a point of tangency; thence N.76°00'00"W., 489.02 feet to the **POINT OF BEGINNING**.

Containing 2.932 acres, more or less.

BLOCK 11

From a point previously referred to as **POINT "K"**, run thence N.40°30'00"E., 50.00 feet to a point on a curve; thence Northwesterly, 6.98 feet along the arc of a curve to the left having a radius of 225.00 feet and a central angle of 01°46'42"

(chord bearing N.50°23'21"W., 6.98 feet) to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue Westerly, 150.38 feet along the arc of said curve to the left having the same radius of 225.00 feet and a central angle of 38°17'39" (chord bearing N.70°25'32"W., 147.60 feet) to a point of tangency; thence N.89°34'21"W., 1011.47 feet to a point of curvature; thence Southwesterly, 117.81 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 90°00'00" (chord bearing S.45°25'39"W., 106.07 feet) to a point of tangency; thence S.00°25'39"W., 296.00 feet to a point of curvature; thence Southeasterly, 99.11 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 94°38'33" (chord bearing S.46°53'38"E., 88.22 feet) to a point hereinafter being referred to as **POINT "L"**; thence S.03°55'21"E., 120.00 feet; thence S.85°55'39"W., 31.11 feet; thence N.73°19'21"W., 119.44 feet; thence N.23°04'21"W., 121.08 feet; thence N.00°25'39"E., 385.69 feet; thence N.30°25'39"E., 77.92 feet; thence N.45°25'39"E., 106.44 feet; thence S.89°34'21"E., 1193.00 feet; thence S.57°07'21"E., 135.42 feet; thence S.38°43'18"W., 122.00 feet to the **POINT OF BEGINNING**.

Containing 5.328 acres, more or less.

BLOCK 11A

From a point previously referred to as **POINT "L"**, run thence Northeasterly, 54.35 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 51°53'53" (chord bearing N.59°50'10"E., 52.51 feet) to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue Northerly, 111.00 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 106°00'07" (chord bearing N.19°06'50"W., 95.84 feet) to a point of reverse curvature; thence Northwesterly, 50.64 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 72°32'33" (chord bearing N.35°50'37"W., 47.33 feet) to a point of tangency; thence N.00°25'39"E., 200.61 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°25'39"E., 35.36 feet) to a point of tangency; thence S.89°34'21"E., 562.46 feet; thence S.00°25'39"W., 117.12 feet; thence S.15°10'22"E., 61.25 feet; thence S.01°47'47"E., 32.75 feet; thence S.68°36'26"W., 26.01 feet; thence S.51°33'24"W., 23.63 feet; thence N.57°12'51"W., 5.32 feet; thence N.45°01'20"W., 87.46 feet to a point of curvature; thence Westerly, 35.17 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 80°35'33" (chord bearing N.85°19'07"W., 32.34 feet) to a point of tangency; thence S.54°23'07"W., 35.37 feet; thence N.00°25'39"E., 67.55 feet; thence N.89°34'21"W., 315.00 feet; thence S.00°25'39"W., 45.00 feet; thence S.52°00'14"E., 82.01 feet; thence S.05°16'59"E., 50.25 feet; thence S.00°25'39"W., 77.30 feet; thence S.13°55'39"W., 67.85 feet; thence N.64°09'59"W., 126.32 feet to the **POINT OF BEGINNING**.

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Containing 2.742 acres, more or less.

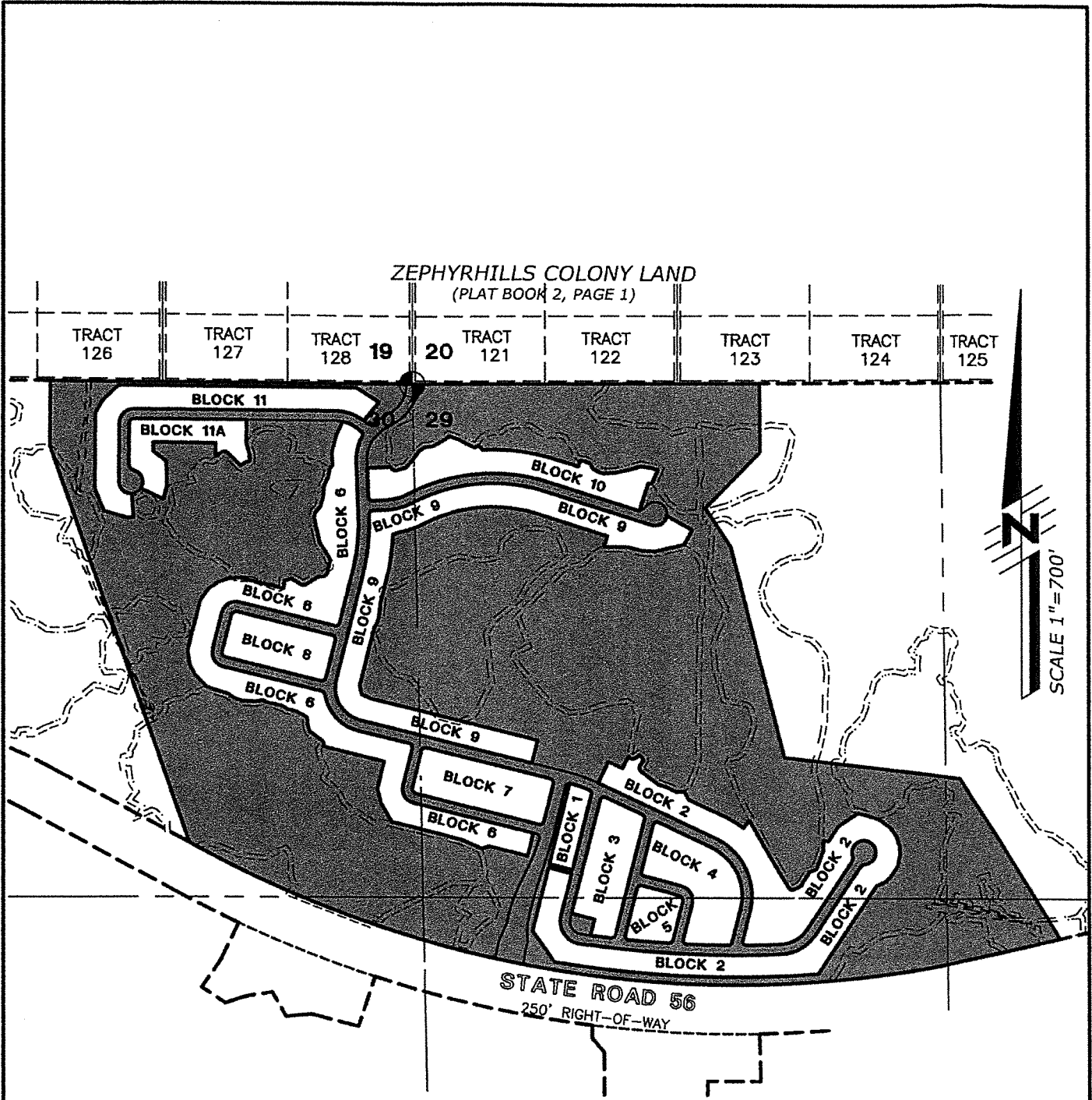
ALTOGHER Containing 171.128 acres, more or less.

AMI-EPG-TR-006

P:\Two Rivers\Master Plan\Description\North Parcels\PARCEL A-1 CLOSING\A-1
CDD Conveyance\TWO-RIVERS-PAR-A1-CDD PARCEL.doc

VBR

January 17, 2022



 - LIMITS OF CDD CONVEYANCE PARCEL

TWO RIVERS - PARCEL A1 CDD CONVEYANCE PARCEL EXHIBIT

DATE: 01/17/2022

Prepared By:
AMERRITT, INC.
LAND SURVEYING & MAPPING
Licensed Business Number LB 7778
3010 W. Azuela Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Parcel A1 Two Rivers Master Plan Overlay District Parcel A1 CDD CONVEYANCE PARCEL EXHIBIT

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

John M. Vericker
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

(Reserved for Recording office)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on January 19, 2022, by **EPG TWO RIVERS NORTH, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, in favor of the **TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("**Grantee**"), whose mailing address is c/o Inframark, 2005 Pan Am Circle #300, Tampa, Florida 33607.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Pasco County, Florida ("**Property**").

See **Exhibit A** attached hereto and incorporated herein by this reference.

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

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

Subject to and except for (a) governmental requirements and restrictions, and (b) easements, covenants, conditions, restrictions and other matters of record, Grantor warrants that Grantor is seized of the Property in fee simple; the Property is free from all monetary encumbrances made by Grantor; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, Sealed and Delivered in the Presence of:

EPG Two Rivers North, LLC,
a Florida limited liability company

MacAlister Seits
(Witness 1 - Signature)

By: [Signature]
Jeffery S. Hills
Manager

MacAlister Seits
(Witness 1 - Printed Name)

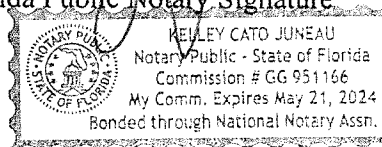
Lea Poulos
(Witness 2 - Signature)

Lea Poulos
(Witness 2 - Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of January, 2022, by Jeffery S. Hills, as Manager of EPG Two Rivers North, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

[Signature]
Florida Public Notary Signature



Notary Stamp

Exhibit A
TWO RIVERS PARCEL A-2
CDD CONVEYANCE PARCEL

DESCRIPTION: A parcel of land lying in Section 29, Township 26 South, Range 21 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29, run thence along the North boundary of the Northeast 1/4 of said Section 29, S.89°37'53"W., 676.88 feet to the **POINT OF BEGINNING**; thence S.23°00'00"E., 1761.52 feet to a point on the East boundary of said Northeast 1/4 of Section 29; thence along said East boundary of the Northeast 1/4 of Section 29, S.00°24'08"E., 744.20 feet to a point on the Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), according to County Deed, as recorded in Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), S.77°00'33"W., 2126.85 feet; thence N.32°00'00"W., 959.16 feet; thence N.83°30'41"W., 914.18 feet; thence N.14°00'00"W., 1108.88 feet; thence N.33°00'00"W., 235.00 feet; thence N.44°00'00"E., 397.17 feet; thence N.00°22'26"W., 349.46 feet to a point on the North boundary of the Northwest 1/4 of the aforesaid Section 29; thence along said North boundary of the Northwest 1/4 of Section 29, N.89°37'34"E., 919.66 feet to the North 1/4 corner of said Section 29; thence along the aforesaid North boundary of the Northeast 1/4 of Section 29, N.89°37'53"E., 1998.55 feet to the **POINT OF BEGINNING**.

Containing 187.478 acres, more or less.

LESS AND EXCEPT THE FOLLOWING: Nineteen (19) parcels of land lying in Section 29, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BLOCK 21

COMMENCE at the North 1/4 corner of said Section 29 for a **POINT OF COMMENCEMENT**, run thence along the North boundary of the Northeast 1/4 of said Section 29, N.89°37'53"E., 26.00 feet; thence S.00°22'07"E., 1.82 feet to a point of curvature; thence Southerly, 18.18 feet along the arc of a curve to the right having a radius of 826.00 feet and a central angle of 01°15'40" (chord bearing S.00°15'43"W., 18.18 feet) to the **POINT OF BEGINNING** of the herein described parcel of land; thence N.89°37'53"E., 1163.80 feet;

thence S.00°22'07"E., 120.00 feet to a point hereinafter referred to **POINT "A"**; thence S.89°37'53"W., 1151.90 feet to a point of curvature; thence Northwesterly, 34.22 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 98°01'48" (chord bearing N.41°21'13"W., 30.20 feet) to a point of reverse curvature; thence Northerly, 97.58 feet along the arc of a curve to the left having a radius of 826.00 feet and a central angle of 06°46'08" (chord bearing N.04°16'37"E., 97.53 feet) feet to the **POINT OF BEGINNING**.

Containing 3.215 acres, more or less.

BLOCK 20

From a point previously referred to as **POINT "A"**, run thence S.00°22'07"E., 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence N.89°37'53"E., 37.00 feet; thence S.00°22'07"E., 215.00 feet; thence S.00°24'43"E., 49.87 feet; thence S.10°08'00"E., 45.82 feet; thence S.71°22'00"W., 120.00 feet to a point on a curve, said point hereinafter being referred to as **POINT "B"**; thence Northerly, 87.66 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 18°15'53" (chord bearing N.09°30'03"W., 87.29 feet) to a point of tangency, said point hereinafter being referred to as **POINT "C"**; thence N.00°22'07"W., 241.45 feet to a point of curvature; thence Northeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.44°37'53"E., 28.28 feet) to a point of tangency; thence N.89°37'53"E., 63.00 feet to the **POINT OF BEGINNING**.

Containing 0.908 acres, more or less.

BLOCKS 18 AND 19

From a point previously referred to as **POINT "B"**, run thence thence Southeasterly, 82.79 feet along the arc of a curve to the left having a radius of 275.00 feet and a central angle of 17°15'00" (chord bearing S.27°15'30"E., 82.48 feet) to the **POINT OF BEGINNING** of the herein described parcel of land ; thence N.54°07'00"E., 120.00 feet; thence S.44°17'57"E., 45.97 feet; thence S.51°00'00"E., 610.00 feet; thence N.39°00'00"E., 50.00 feet; thence N.15°15'02"E., 54.63 feet; thence N.24°25'33"E., 51.66 feet; thence N.39°00'00"E., 52.77 feet; thence N.47°45'00"E., 41.85 feet; thence N.65°29'00"E., 166.79 feet; thence S.50°52'20"E., 94.10 feet; thence S.54°52'30"E., 79.06 feet; thence S.37°18'11"E., 53.69 feet; thence S.24°59'32"E., 60.21 feet; thence

S.39°00'00"W., 186.94 feet; thence S.43°58'11"W., 57.72 feet; thence S.69°57'50"W., 58.31 feet; thence S.39°00'00"W., 365.00 feet; thence S.51°00'00"E., 665.00 feet; thence N.78°48'20"E., 78.10 feet; thence S.60°51'57"E., 58.36 feet; thence S.51°00'00"E., 60.78 feet; thence S.31°54'00"E., 58.39 feet; thence S.14°09'00"E., 56.21 feet; thence S.03°36'00"W., 56.21 feet; thence S.21°21'00"W., 56.21 feet; thence S.39°06'00"W., 56.21 feet; thence S.56°51'00"W., 64.40 feet; thence S.79°39'00"W., 72.59 feet; thence N.77°33'00"W., 101.13 feet; thence S.14°29'02"W., 29.66 feet; thence S.16°30'00"E., 73.94 feet; thence S.02°30'00"W., 73.94 feet; thence S.21°30'00"W., 73.94 feet; thence S.39°29'50"W., 89.37 feet; thence S.77°00'33"W., 889.26 feet; thence N.12°59'27"W., 110.00 feet; thence N.77°00'33"E., 799.00 feet to a point of curvature, said point hereinafter being referred to as **POINT "D"**; thence Northerly, 223.42 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 128°00'33" (chord bearing N.13°00'17"E., 179.77 feet) to a point of tangency; thence N.51°00'00"W., 843.10 feet to a point of curvature; thence Northerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.06°00'00"W., 28.28 feet) to a point of tangency; thence N.39°00'00"E., 220.00 feet to a point on of curvature; thence Easterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.84°00'00"E., 28.28 feet); thence S.51°00'00"E., 903.00 feet to a point of curvature; thence Northeasterly, 168.49 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 160°54'00" (chord bearing N.48°33'00"E., 118.34 feet); thence continue Westerly, 95.97 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 91°38'33" (chord bearing N.77°43'16"W., 86.06 feet) to a point of reverse curvature; thence Westerly, 50.64 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 72°32'33" (chord bearing N.87°16'16"W., 47.33 feet) to a point of tangency; thence N.51°00'00"W., 807.61 feet to a point of curvature; thence Northerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.06°00'00"W., 28.28 feet) to a point of tangency; thence N.39°00'00"E., 513.01 feet to a point of curvature; thence Northeasterly, 34.53 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 49°27'30" (chord bearing N.63°43'45"E., 33.47 feet) to a point of reverse curvature; thence Northerly, 156.84 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 149°46'30" (chord bearing N.13°34'15"E., 115.85 feet); thence continue Southwesterly, 135.24 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 129°08'30" (chord bearing S.54°06'45"W., 108.37 feet) to a point of reverse curvature; thence Southerly, 34.53 feet along the arc of a curve to the right having a radius of 40.00 feet

and a central angle of $49^{\circ}27'30''$ (chord bearing $S.14^{\circ}16'15''W.$, 33.47 feet) to a point of tangency; thence $S.39^{\circ}00'00''W.$, 213.01 feet to a point of curvature; thence Westerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $S.84^{\circ}00'00''W.$, 28.28 feet) to a point of tangency; thence $N.51^{\circ}00'00''W.$, 715.23 feet to a point of curvature, said point hereinafter being referred to as **POINT "E"**; thence Northwesterly, 72.55 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of $15^{\circ}07'00''$ (chord bearing $N.43^{\circ}26'30''W.$, 72.34 feet) to the **POINT OF BEGINNING**.

Containing 17.573 acres, more or less.

BLOCK 24

From a point previously referred to as **POINT "C"**, run thence $S.89^{\circ}37'53''W.$, 50.00 feet to a point on a curve, said point also being the **POINT OF BEGINNING** of the herein described parcel of land; thence Southerly, 97.74 feet along the arc of a curve to the left having a radius of 325.00 feet and a central angle of $17^{\circ}13'53''$ (chord bearing $S.08^{\circ}59'03''E.$, 97.37 feet); thence $S.72^{\circ}24'00''W.$, 122.00 feet; thence $N.12^{\circ}33'57''W.$, 64.63 feet; thence $N.06^{\circ}02'03''W.$, 64.63 feet; thence $N.01^{\circ}49'49''E.$, 51.42 feet; thence $N.00^{\circ}22'07''W.$, 95.00 feet; thence $S.89^{\circ}37'53''W.$, 250.00 feet; thence $N.00^{\circ}22'07''W.$, 120.00 feet; thence $N.89^{\circ}37'53''E.$, 350.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $S.45^{\circ}22'07''E.$, 28.28 feet) to a point of tangency; thence $S.00^{\circ}22'07''E.$, 241.45 feet to the **POINT OF BEGINNING**.

Containing 1.729 acres, more or less.

BLOCK 17

From a point previously referred to as **POINT "D"**, run thence $N.12^{\circ}59'27''W.$, 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence $S.77^{\circ}00'33''W.$, 276.71 feet to a point of curvature; thence Northwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $N.57^{\circ}59'27''W.$, 28.28 feet) to a point of tangency; thence $N.12^{\circ}59'27''W.$, 75.27 feet to a point of curvature, said point hereinafter being referred to as **POINT "F"**; thence Northwesterly, 49.75 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of $38^{\circ}00'33''$ (chord bearing $N.31^{\circ}59'43''W.$, 48.85 feet) to a point of tangency; thence $N.51^{\circ}00'00''W.$,

387.53 feet to a point of curvature; thence Northerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.06°00'00"W., 28.28 feet) to a point of tangency; thence N.39°00'00"E., 200.00 feet to a point of curvature; thence Easterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.84°00'00"E., 28.28 feet) to a point of tangency; thence S.51°00'00"E., 652.10 feet to a point of curvature; thence Southerly, 111.71 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 128°00'33" (chord bearing S.13°00'17"W., 89.88 feet) to the **POINT OF BEGINNING**.

Containing 3.825 acres, more or less.

BLOCK 25

From a point previously referred to as **POINT "E"**, run thence S.39°00'00"W., 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence S.51°00'00"E., 715.23 feet to a point of curvature; thence Southerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.06°00'00"E., 28.28 feet) to a point of tangency; thence S.39°00'00"W., 516.00 feet to a point of curvature; thence Westerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.84°00'00"W., 28.28 feet) to a point of tangency; thence N.51°00'00"W., 100.00 feet to a point hereinafter being referred to as **POINT "H"**; thence N.39°00'00"E., 436.00 feet; thence N.51°00'00"W., 673.82 feet; thence N.37°43'43"W., 64.86 feet; thence N.54°48'00"E., 122.00 feet to a point on a curve; thence Southeasterly, 89.62 feet along the arc of a curve to the left having a radius of 325.00 feet and a central angle of 15°48'00" (chord bearing S.43°06'00"E., 89.34 feet) to the **POINT OF BEGINNING**.

Containing 3.520 acres, more or less.

BLOCK 16

From a point previously referred to as **POINT "F"**, run thence S.77°00'33"W., 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence S.12°59'27"E., 75.27 feet to a point of curvature; thence Southwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.32°00'33"W., 28.28 feet) to a point of tangency; thence S.77°00'33"W., 202.00 feet to a point hereinafter being referred to as **POINT "G"**; thence N.12°59'27"W.,

178.05 feet; thence N.37°59'09"W., 41.05 feet; thence N.51°00'00"W., 120.00 feet; thence N.39°00'00"E., 120.00 feet; thence S.51°00'00"E., 346.53 feet to a point of curvature; thence Southeasterly, 16.58 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 38°00'33" (chord bearing S.31°59'43"E., 16.28 feet) to the **POINT OF BEGINNING**.

Containing 1.451 acres, more or less.

BLOCK 15

From a point previously referred to as **POINT "G"**, run thence S.77°00'33"W., 146.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue S.77°00'33"W., 101.00 feet; thence N.12°59'27"W., 94.00 feet to a point of curvature; thence Northerly, 83.03 feet along the arc of a curve to the left having a radius of 256.00 feet and a central angle of 18°34'56" (chord bearing N.22°16'55"W., 82.66 feet) to a point of reverse curvature; thence Northerly, 53.84 feet along the arc of a curve to the right having a radius of 166.00 feet and a central angle of 18°34'56" (chord bearing N.22°16'55"W., 53.60 feet) to a point of tangency; thence N.12°59'27"W., 136.89 feet to a point of curvature, said point hereinafter being referred to as **POINT "R"**; thence Northerly, 186.02 feet along the arc of a curve to the right having a radius of 205.00 feet and a central angle of 51°59'27" (chord bearing N.13°00'17"E., 179.70 feet) to a point of tangency; thence N.39°00'00"E., 353.92 feet to a point on a curve; thence Southeasterly, 4.03 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 11°32'13" (chord bearing S.56°46'07"E., 4.02 feet) to a point of tangency; thence S.51°00'00"E., 97.00 feet to a point of curvature; thence Southerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.06°00'00"E., 28.28 feet) to a point of tangency; thence S.39°00'00"W., 334.32 feet to a point of curvature; thence Southerly, 76.22 feet along the arc of a curve to the left having a radius of 84.00 feet and a central angle of 51°59'27" (chord bearing S.13°00'17"W., 73.63 feet) to a point of tangency; thence S.12°59'27"E., 78.38 feet to a point of curvature; thence Southerly, 88.28 feet along the arc of a curve to the left having a radius of 325.00 feet and a central angle of 15°33'49" (chord bearing S.20°46'21"E., 88.01 feet) to a point of reverse curvature; thence Southerly, 74.70 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 15°33'49" (chord bearing S.20°46'21"E., 74.47 feet) to a point of tangency; thence S.12°59'27"E., 106.00 feet to a point of curvature; thence Southwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet

and a central angle of 90°00'00" (chord bearing S.32°00'33"W., 28.28 feet) to the **POINT OF BEGINNING**.

Containing 2.379 acres, more or less.

BLOCK 26

From a point previously referred to as **POINT "H"**, run thence N.51°00'00"W., 6.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence N.51°00'00"W., 643.22 feet to a point of curvature, said point hereinafter being referred to as **POINT "J"**; thence Northwesterly, 322.82 feet along the arc of a curve to the left having a radius of 1121.00 feet and a central angle of 16°30'00" (chord bearing N.59°15'00"W., 321.71 feet) to a point of tangency; thence N.67°30'00"W., 737.67 feet to a point of curvature; thence Northwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.22°30'00"W., 28.28 feet) to a point of tangency; thence N.22°30'00"E., 100.00 feet to point hereinafter being referred to as **POINT "K"**; thence S.67°30'00"E., 734.00 feet; thence S.68°41'33"E., 41.74 feet; thence S.65°39'00"E., 44.07 feet; thence S.63°37'00"E., 44.07 feet; thence S.62°28'08"E., 52.77 feet; thence S.57°51'52"E., 52.77 feet; thence S.56°43'00"E., 44.07 feet; thence S.54°41'00"E., 44.07 feet; thence S.52°39'00"E., 44.07 feet; thence S.49°44'17"E., 41.96 feet; thence S.51°00'00"E., 615.00 feet; thence S.39°00'00"W., 120.00 feet to the **POINT OF BEGINNING**.

Containing 4.803 acres, more or less.

BLOCK 27

From a point previously referred to as **POINT "J"**, run thence S.39°00'00"W., 55.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence S.51°00'00"E., 502.22 feet; thence S.39°00'00"W., 120.00 feet; thence S.60°00'00"W., 129.67 feet to a point on a curve, said point hereinafter being referred to as **POINT "L"**; thence Northwesterly, 2.53 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 02°25'07" (chord bearing N.49°47'27"W., 2.53 feet) to a point of tangency; thence N.51°00'00"W., 453.22 feet to a point of curvature; thence Northwesterly, 216.76 feet along the arc of a curve to the left having a radius of 825.00 feet and a central angle of 15°03'13" (chord bearing N.58°31'36"W., 216.13 feet) to a point of reverse curvature; thence Northerly, 30.91 feet along the arc of a curve to the right having a radius of 20.00 feet and a central

angle of $88^{\circ}33'13''$ (chord bearing $N.21^{\circ}46'36''W.$, 27.93 feet) to a point of tangency; thence $N.22^{\circ}30'00''E.$, 201.05 feet to a point of curvature; thence Easterly, 31.82 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $91^{\circ}10'06''$ (chord bearing $N.68^{\circ}05'03''E.$, 28.57 feet) to a point of compound curvature; thence Southeasterly, 285.25 feet along the arc of a curve to the right having a radius of 1066.00 feet and a central angle of $15^{\circ}19'54''$ (chord bearing $S.58^{\circ}39'57''E.$, 284.40 feet) to the **POINT OF BEGINNING**.

Containing 4.209 acres, more or less.

BLOCK 23

From a point previously referred to as **POINT "K"**, run thence $N.22^{\circ}30'00''E.$, 6.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue $N.22^{\circ}30'00''E.$, 229.38 feet to a point of curvature; thence Northerly, 124.31 feet along the arc of a curve to the left having a radius of 826.00 feet and a central angle of $08^{\circ}37'23''$ (chord bearing $N.18^{\circ}11'18''E.$, 124.20 feet) to a point of reverse curvature; thence Northeasterly, 26.44 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $75^{\circ}45'16''$ (chord bearing $N.51^{\circ}45'15''E.$, 24.56 feet) to a point of tangency; thence $N.89^{\circ}37'53''E.$, 196.62 feet; thence $S.00^{\circ}22'07''E.$, 120.00 feet; thence $S.89^{\circ}37'53''W.$, 100.00 feet; thence $S.49^{\circ}04'19''W.$, 40.96 feet; thence $S.22^{\circ}30'00''W.$, 265.00 feet; thence $N.67^{\circ}30'00''W.$, 120.00 feet to the **POINT OF BEGINNING**.

Containing 1.377 acres, more or less.

BLOCK 32

From a point previously referred to as **POINT "L"**, run thence Southeasterly, 15.34 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of $14^{\circ}38'41''$ (chord bearing $S.41^{\circ}15'33''E.$, 15.29 feet) to the **POINT OF BEGINNING** of the herein described parcel of land; thence $N.60^{\circ}00'00''E.$, 125.04 feet; thence $S.18^{\circ}00'00''E.$, 69.03 feet; thence $S.03^{\circ}45'00''E.$, 37.12 feet; thence $S.10^{\circ}30'00''W.$, 53.12 feet; thence $S.24^{\circ}45'00''W.$, 37.12 feet; thence $S.39^{\circ}00'00''W.$, 53.12 feet; thence $S.53^{\circ}15'00''W.$, 37.12 feet; thence $S.67^{\circ}30'00''W.$, 53.12 feet; thence $S.81^{\circ}45'00''W.$, 37.12 feet; thence $N.84^{\circ}00'00''W.$, 53.12 feet; thence $N.69^{\circ}45'00''W.$, 45.33 feet; thence $N.51^{\circ}00'00''W.$, 46.83 feet; thence $N.47^{\circ}25'25''W.$, 40.08 feet; thence $N.20^{\circ}22'16''W.$, 46.49 feet; thence $N.03^{\circ}23'34''W.$, 59.33 feet; thence $N.51^{\circ}00'00''W.$, 280.00 feet; thence

N.51°00'02"W., 39.99 feet; thence N.52°47'00"W., 39.24 feet; thence N.56°32'15"W., 46.58 feet; thence N.60°36'45"W., 46.58 feet; thence N.64°22'00"W., 39.24 feet; thence N.67°12'44"W., 39.86 feet; thence N.67°30'00"W., 885.00 feet to a point hereinafter being referred to as **POINT "M"**; thence N.22°30'00"E., 100.00 feet to a point of curvature, said point hereinafter being referred to as **POINT "N"**; thence Northeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.67°30'00"E., 28.28 feet) to a point of tangency; thence S.67°30'00"E., 888.67 feet to a point of curvature; thence Southeasterly, 223.18 feet along the arc of a curve to the right having a radius of 775.00 feet and a central angle of 16°30'00" (chord bearing S.59°15'00"E., 222.41 feet) to a point of tangency; thence S.51°00'00"E., 357.83 feet to a point of curvature; thence Southerly, 50.64 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 72°32'33" (chord bearing S.14°43'44"E., 47.33 feet) to a point of reverse curvature; thence Southeasterly, 125.45 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 119°47'33" (chord bearing S.38°21'14"E., 103.81 feet); thence continue Northeasterly, 121.15 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 115°41'12" (chord bearing N.23°54'24"E., 101.59 feet) to the **POINT OF BEGINNING**.

Containing 5.332 acres, more or less.

BLOCK 31

From a point previously referred to as **POINT "M"**, run thence S.22°30'00"W., 3.00 feet; thence N.67°30'00"W., 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue N.67°30'00"W., 120.00 feet; thence N.28°29'48"W., 72.49 feet; thence N.59°09'10"E., 51.75 feet; thence N.33°02'57"E., 61.10 feet; thence N.04°26'17"E., 49.75 feet; thence S.77°59'31"E., 30.19 feet; thence N.22°30'00"E., 80.00 feet; thence N.04°29'57"W., 17.62 feet; thence N.60°24'00"W., 49.22 feet; thence N.55°14'00"W., 49.22 feet; thence N.50°04'00"W., 49.22 feet; thence N.44°54'00"W., 49.22 feet; thence N.39°44'00"W., 49.22 feet; thence N.34°34'00"W., 49.22 feet; thence N.29°24'00"W., 49.22 feet; thence N.63°11'00"E., 121.00 feet to a point on a curve; thence Southeasterly, 301.78 feet along the arc of a curve to the left having a radius of 425.00 feet and a central angle of 40°41'00" (chord bearing S.47°09'30"E., 295.48 feet) to a point of tangency, said point hereinafter being referred to as **POINT "O"**; thence S.67°30'00"E., 65.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.22°30'00"E.,

28.28 feet) to a point of tangency; thence S.22°30'00"W., 395.00 feet to the **POINT OF BEGINNING**.

Containing 2.122 acres, more or less.

BLOCK 28

From a point previously referred to as **POINT "N"**, run thence N.22°30'00"E., 90.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue N.22°30'00"E., 201.00 feet to a point of curvature; thence Northeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.67°30'00"E., 28.28 feet) to a point of tangency; thence S.67°30'00"E., 820.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.22°30'00"E., 28.28 feet) to a point of tangency; thence S.22°30'00"W., 201.00 feet to a point of curvature; thence Westerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.67°30'00"W., 28.28 feet) to a point of tangency; thence N.67°30'00"W., 820.00 feet to a point of curvature; thence Northwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.22°30'00"W., 28.28 feet) to the **POINT OF BEGINNING**.

Containing 4.750 acres, more or less.

BLOCK 29

From a point previously referred to as **POINT "O"**, run thence N.22°30'00"E., 50.00 feet to a point on a curve, said point also being the **POINT OF BEGINNING** of the herein described parcel of land; thence Northwesterly, 417.24 feet along the arc of a curve to the right having a radius of 375.00 feet and a central angle of 63°45'00" (chord bearing N.35°37'30"W., 396.05 feet) to a point of tangency, said point hereinafter being referred to as **POINT "P"**; thence N.03°45'00"W., 153.14 feet to a point of curvature; thence Northwesterly, 55.57 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 53°04'00" (chord bearing N.30°17'00"W., 53.61 feet); thence N.89°37'34"E., 144.20 feet; thence S.03°45'00"E., 176.61 feet; thence S.05°59'45"E., 46.45 feet; thence S.15°40'30"E., 45.11 feet; thence S.25°00'00"E., 37.80 feet; thence S.33°30'00"E., 37.80 feet; thence S.42°00'00"E., 37.80 feet; thence S.50°30'00"E., 37.80 feet; thence S.59°00'00"E., 37.80 feet; thence N.26°45'00"E., 6.67 feet to a point on a

curve; thence Easterly, 23.53 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $53^{\circ}55'09''$ (chord bearing $S.84^{\circ}57'48''E.$, 22.67 feet) to a point of tangency; thence $N.68^{\circ}04'38''E.$, 91.20 feet; thence $S.82^{\circ}20'53''E.$, 64.27 feet; thence $S.72^{\circ}26'35''E.$, 100.90 feet to a point hereinafter being referred to as **POINT "Q"**; thence $S.22^{\circ}30'00''W.$, 203.15 feet to a point of curvature; thence Westerly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $S.67^{\circ}30'00''W.$, 28.28 feet) to a point of tangency; thence $N.67^{\circ}30'00''W.$, 211.00 feet to the **POINT OF BEGINNING**.

Containing 2.575 acres, more or less.

BLOCK 30

From a point previously referred to as **POINT "P"**, run thence $S.86^{\circ}15'00''W.$, 50.00 feet; thence $N.03^{\circ}45'00''W.$, 42.36 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence $S.89^{\circ}37'34''W.$, 196.51 feet; thence $N.00^{\circ}22'26''W.$, 160.00 feet; thence $N.89^{\circ}37'34''E.$, 146.83 feet to a point on a curve; thence Southerly, 138.61 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of $132^{\circ}21'40''$ (chord bearing $S.10^{\circ}06'43''E.$, 109.78 feet) to a point of reverse curvature; thence Southeasterly, 50.64 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of $72^{\circ}32'33''$ (chord bearing $S.40^{\circ}01'16''E.$, 47.33 feet) to a point of tangency; thence $S.03^{\circ}45'00''E.$, 15.39 feet to the **POINT OF BEGINNING**.

Containing 0.549 acres, more or less.

BLOCK 22

From a point previously referred to as **POINT "Q"**, run thence $N.22^{\circ}30'00''E.$, 136.23 feet to a point of curvature; thence Northerly, 54.50 feet along the arc of a curve to the left having a radius of 771.00 feet and a central angle of $04^{\circ}03'00''$ (chord bearing $N.20^{\circ}28'30''E.$, 54.49 feet) to the **POINT OF BEGINNING** of the herein described parcel of land; thence $N.71^{\circ}33'00''W.$, 164.01 feet; thence $N.38^{\circ}35'26''W.$, 18.40 feet; thence $N.28^{\circ}19'44''W.$, 71.98 feet; thence $N.36^{\circ}28'55''E.$, 72.92 feet; thence $N.03^{\circ}24'00''E.$, 41.30 feet; thence $N.89^{\circ}37'34''E.$, 194.93 feet to a point on a curve; thence Southerly, 235.05 feet along the arc of said curve to the right having a radius of 771.00 feet and a central angle of $17^{\circ}28'02''$ (chord bearing $S.09^{\circ}42'59''W.$, 234.14 feet) to the **POINT OF BEGINNING**.

Containing 0.942 acres, more or less.

BLOCK 14, LOTS 7 THROUGH 10

From a point previously referred to as **POINT "R"**, run thence S.77°00'33"W., 71.00 feet; thence S.12°59'27"E., 136.89 feet to a point of curvature; thence Southerly, 60.00 feet along the arc of a curve to the right having a radius of 185.00 feet and a central angle of 18°34'56" (chord bearing S.03°41'59"E., 59.74 feet) to a point of reverse curvature; thence Southerly, 76.86 feet along the arc of a curve to the left having a radius of 237.00 feet and a central angle of 18°34'56" (chord bearing S.03°41'59"E., 76.53 feet) to a point of tangency; thence S.12°59'27"E., 10.00 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.32°00'33"W., 35.36 feet) to a point of tangency; thence S.77°00'33"W., 11.00 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence S.77°00'33"W., 91.40 feet to a point of curvature; thence Westerly, 18.94 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 27°07'37" (chord bearing N.89°25'39"W., 18.76 feet) to a point of reverse curvature; thence Westerly, 74.29 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 70°56'46" (chord bearing S.68°39'47"W., 69.64 feet) to a point hereinafter being referred to as **POINT "S"**; thence N.63°59'27"W., 120.47 feet; thence N.26°00'33"E., 28.71 feet; thence N.48°45'33"E., 64.32 feet; thence N.66°30'33"E., 44.65 feet; thence N.77°00'33"E., 52.54 feet; thence N.88°06'11"E., 51.97 feet; thence N.77°00'33"E., 50.00 feet; thence S.12°59'27"E., 121.00 feet to the **POINT OF BEGINNING**.

Containing 0.665 acres, more or less.

BLOCK 14, LOTS 1 THROUGH 6

From a point previously referred to as **POINT "S"**, run thence Southwesterly, 15.04 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 14°21'41" (chord bearing S.26°00'33"W., 15.00 feet) to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue Southeasterly, 109.24 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 104°19'09" (chord bearing S.33°19'52"E., 94.77 feet); thence continue Northeasterly, 87.23 feet along the arc of said curve to the left having the same radius of 60.00 feet and a central angle of 83°17'43" (chord bearing N.52°51'42"E., 79.75 feet) to a

point of reverse curvature; thence Northeasterly, 45.93 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of $65^{\circ}47'43''$ (chord bearing $N.44^{\circ}06'42''E.$, 43.45 feet) to a point of tangency; thence $N.77^{\circ}00'33''E.$, 34.79 feet; thence $S.12^{\circ}59'27''E.$, 169.00 feet; thence $S.77^{\circ}00'33''W.$, 197.34 feet; thence $N.67^{\circ}44'27''W.$, 97.48 feet; thence $N.32^{\circ}14'27''W.$, 85.73 feet; thence $N.14^{\circ}29'27''W.$, 56.21 feet; thence $N.03^{\circ}15'33''E.$, 64.32 feet; thence $N.26^{\circ}00'33''E.$, 28.71 feet; thence $S.63^{\circ}59'27''E.$, 120.47 feet to the **POINT OF BEGINNING**.

Containing 1.149 acres, more or less.

ALTOGETHER Containing 124.405 acres, more or less.

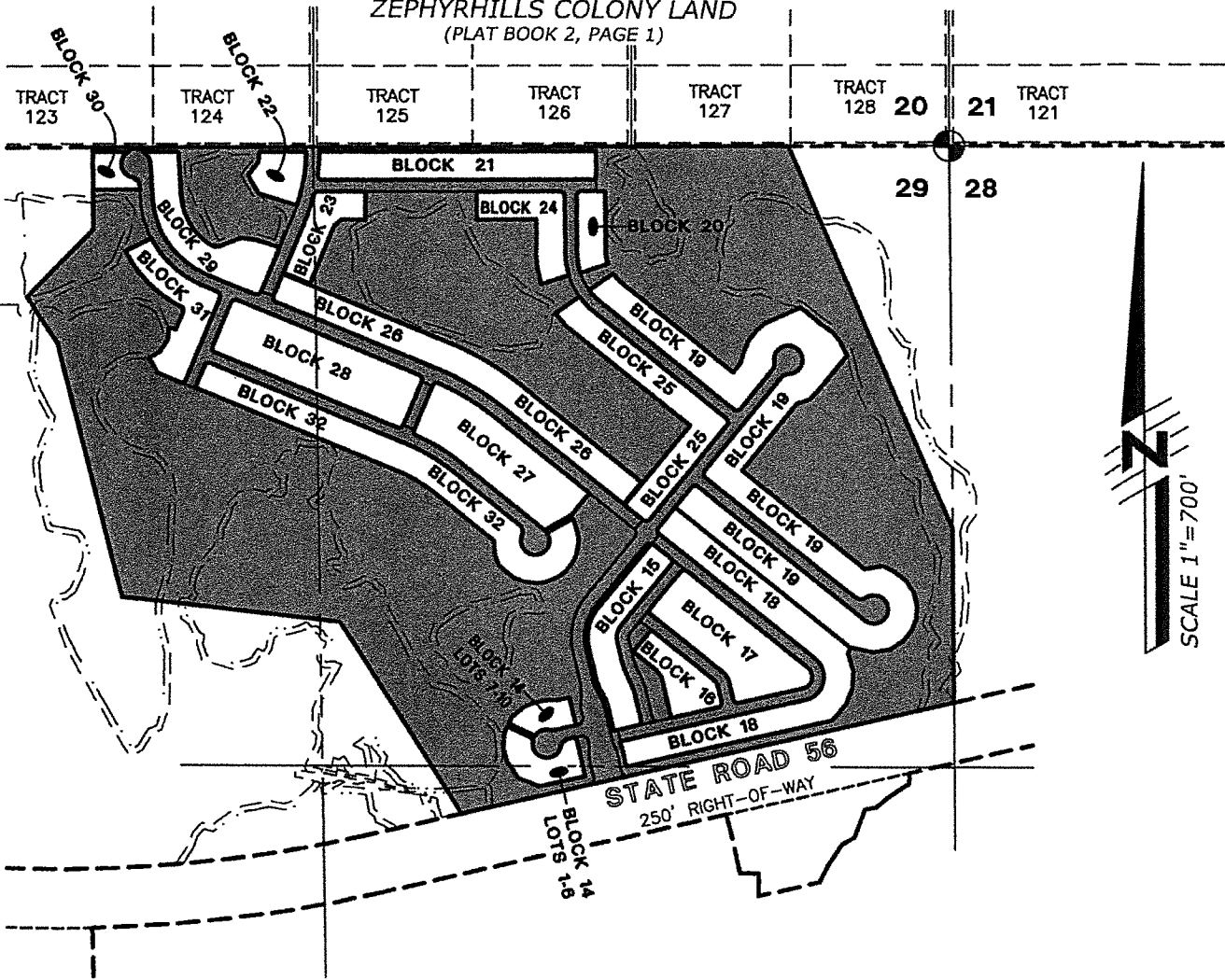
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P:\Two Rivers\Master Plan\Description\North Parcels\PARCEL A-2 CLOSING\A2
CDD Conveyance\TWO-RIVERS-PAR-A-2-CDD PARCELS.doc

VBR

January 17, 2022

ZEPHYRHILLS COLONY LAND
(PLAT BOOK 2, PAGE 1)



 - LIMITS OF CDD CONVEYANCE PARCEL

TWO RIVERS - PARCEL A2 CDD CONVEYANCE PARCEL EXHIBIT

DATE: 01/17/2022

Prepared By:
AMERRITT, INC.
LAND SURVEYING & MAPPING
Licensed Business Number LB 7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Form: F:\Two Rivers\Maple Run\Parcel A2\Parcel A2 CDD\Parcel A2 CDD
Conveyance\2022\Parcel A2 CDD PARCEL UTM.dwg

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

December 17, 2021 Minutes of Special Organizational Meeting

Minutes of the Special Organizational Meeting

The Special Organizational Meeting of the Board of Supervisors for the Two Rivers North Community Development District was held on **Friday, December 17, 2021 at 2:00 p.m.** at Springhill Suites by Marriott Tampa Suncoast Parkway located at 16615 Bexley Village Dr., Land O'Lakes, FL 34638.

1. CALL TO ORDER

Brian Lamb called the Special Organizational Meeting of the Board of Supervisors of the Two Rivers North Community Development District to order on **Friday, December 17, 2021 at 2:00 p.m.**

Board Members Present and Constituting a Quorum:

Nick Dister	Supervisor
Steve Luce	Supervisor
Ryan Motko	Supervisor
Thomas Spence	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Meritus	
John Vericker	District Counsel, Straley Robin Vericker	<i>via conference call</i>
Jennifer Taylor	Bond Counsel, Gray Robinson	<i>via conference call</i>

There were no members of the general public in attendance.

2. PUBLIC COMMENT PERIOD

There were no public comments.

3. ADMINISTER OATHS OF OFFICE TO BOARD ASSIGNED IN PETITION

Mr. Lamb stated for the record that he had the signed and notarized Oaths of Office from Nick Dister, Steve Luce, Ryan Motko, and Thomas Spence.

4. SEAT NEW BOARD MEMBERS

A. Overview of Forms, Sunshine Amendment, Code of Ethics, Supervisor Responsibilities

Mr. Lamb went over that the Board members are well-versed in Sunshine Laws, the Code of Ethics, and supervisor responsibilities. If they have any questions, they will contact Counsel.

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5. APPOINTMENT OF OFFICERS – Resolution 2021-01

- A. Chairman**
- B. Vice Chairman**
- C. Secretary**
- D. Treasurer**
- E. Assistant Secretaries**

The Board discussed the officer positions. Supervisor Dister will be the Chair, and Supervisor Motko will be the Vice-Chair. Brian Lamb with Meritus will be the Secretary, and Eric Davidson with Meritus will be the Treasurer. The rest of the Board will be Assistant Secretaries, and Brian Howell with Meritus will be an additional Assistant Secretary.

MOTION TO:	Approve Resolution 2021-01 as stated.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

6. APPOINTMENT OF CONSULTANTS

A. Consider Appointment of District Manager/Assessment Consultant– Resolution 2021-02

Meritus will be the District Manager/Assessment Consultant.

B. Designation of Registered Agent/Office – Resolution 2021-03

Brian Lamb/Meritus will be the Registered Agent/Office.

C. Consider Appointment of District General Counsel – Resolution 2021-04

Straley Robin Vericker will be District Counsel.

D. Consider Appointment of Interim District Engineer – By Motion
i. Authorize RFQ for District Engineer

Stantec will be the Interim Engineer. The Board authorized an RFQ for District Engineer.

E. Consider Appointment of Bond Counsel – Gray Robinson

Gray Robinson will be Bond Counsel.

94 **F. Consider Appointment of Investment Banker – FMS Bonds**

95
96 FMS Bonds will be the Investment Banker.

97
98 **G. Consider Appointment of Trustee – US Bank**

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100 US Bank will be the Trustee.

102	MOTION TO:	Approve Items 6A-G.
103	MADE BY:	Supervisor Motko
104	SECONDED BY:	Supervisor Dister
105	DISCUSSION:	None further
106	RESULT:	Called to Vote: Motion PASSED
107		4/0 - Motion Passed Unanimously

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110 **7. BUSINESS MATTERS**

- 111 **A. Consider Authorizing Notice of Establishment – Resolution 2021-05**
- 112 **B. Consider Policy of Compensation for Board Members – Resolution 2021-06**
- 113 **C. Consider Policy of Reimbursement of District Travel Expenses – Resolution**
- 114 **2021-07**
- 115 **D. Consider Designation of Primary Administrative Officer and Local Records**
- 116 **Office – Resolution 2021-08**
- 117 **E. Consider District Records Retention Schedule – Resolution 2021-09**
- 118 **F. Consider Fiscal Year 2022 Regular Meeting Schedule and Location – Resolution**
- 119 **2021-10**
- 120 **G. Consider Landowners’ Meeting Date, Time, and Location – Resolution 2021-11**
- 121 **H. Consider Proposed FY 2022 Annual Budget & Set Public Hearing – Resolution**
- 122 **2021-12**
- 123 **I. Set Public Hearing for Uniform Method of Collections – Resolution 2021-13**
- 124 **J. Consider Rules of Procedure & Setting Public Hearing – Resolution 2021-14**
- 125 **K. Consider Policy Re: Support & Legal Defense for Board & Staff – Resolution**
- 126 **2021-15**
- 127 **L. Authorization to Obtain General Liability and Public Officers Insurance – By**
- 128 **Motion**
- 129 **M. Consider Designation of a Qualified Public Depository – Resolution 2021-16**
- 130 **N. Authorization of Signatories – Resolution 2021-17**
- 131 **O. Authorization to Disburse Funds for Expenses – Resolution 2021-18**
- 132 **P. Consideration Adoption of Investment Policy – Resolution 2021-29**
- 133 **Q. Consider Approval of Florida Statewide Mutual Aid Agreement – Resolution**
- 134 **2021-20**
- 135 **R. Consider Provisions for Public Comments – Resolution 2021-21**
- 136 **S. Appointment of Audit Committee – By Motion**
- 137 **T. Consideration of ADA Website Compliance Agreement**
- 138

139 Mr. Lamb went over all of the Business Items with the Board. The Landowners Election will be
140 held on January 18, 2021 at 11:00 a.m. The public hearings for the budget, uniform method of
141 collections, and rules of procedure will be on February 15, 2021 at 11:00 a.m. The Board
142 appointed the Board as the Audit Committee. Supervisor Dister, Supervisor Motko, Supervisor
143 Luce, and Supervisor Spence accepted the supervisor compensation. The Board authorized
144 obtaining general liability and public officers insurance.
145

MOTION TO:	Approve Business Matters 7A-T as stated.
MADE BY:	Supervisor Dister
SECONDED BY:	Supervisor Luce
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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8. PRELIMINARY REPORT PRESENTATION – ASSESSMENT BONDS
A. Consideration of Master Report of Engineer

Mr. Lamb went over the Master Report of the Engineer with the Board.

MOTION TO:	Approve the Master Report of the Engineer in substantial form.
MADE BY:	Supervisor Dister
SECONDED BY:	Supervisor Spence
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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B. Consideration of BAN Report of Engineer – Bond Anticipation Note

Mr. Lamb went over the Bond Anticipation Note Report of the Engineer with the Board.

MOTION TO:	Approve the Bond Anticipation Note Report of the Engineer in substantial form.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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179 **C. Consideration of Master Assessment Methodology Report**
180

181 Mr. Lamb went over the Master Assessment Methodology with the Board. He noted that there is
182 a revision to include that there is a second owner, and the notice of assessments has been
183 reflected to update this change as well.
184

185	MOTION TO:	Approve the Master Assessment Methodology Report
186		in substantial form, subject to changes from Bond
187		Counsel or other members of the finance team.
188	MADE BY:	Supervisor Motko
189	SECONDED BY:	Supervisor Luce
190	DISCUSSION:	None further
191	RESULT:	Called to Vote: Motion PASSED
192		4/0 - Motion Passed Unanimously

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194 **D. Consideration of Bond Anticipation Note Supplemental Assessment**
195 **Methodology Report**
196

197 Mr. Lamb went over the Bond Anticipation Note Supplemental Assessment Methodology Report
198 with the Board.
199

200	MOTION TO:	Approve the Bond Anticipation Note Supplemental
201		Assessment Methodology Report.
202	MADE BY:	Supervisor Spence
203	SECONDED BY:	Supervisor Luce
204	DISCUSSION:	None further
205	RESULT:	Called to Vote: Motion PASSED
206		4/0 - Motion Passed Unanimously

207
208 **E. Authorizing Issuance of Bonds/Filing of Validation Complaint – Resolution**
209 **2021-22**

210 **i. Master Trust Indenture**
211

212 Mr. Lamb went over the resolution with the Board. Ms. Taylor noted that it also authorizes and
213 directs District Counsel to proceed with the validation of the bond issuance.
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MOTION TO:	Approve Resolution 2021-22.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Spence
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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F. Consider Declaring Special Assessments – Resolution 2021-23

Mr. Lamb went over the resolution with the Board.

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MOTION TO:	Approve Resolution 2021-23.
MADE BY:	Supervisor Spence
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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G. Consideration of Delegated BAN Award – Resolution 2022-25

Ms. Taylor went over the resolution with the Board.

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MOTION TO:	Approve Resolution 2022-05.
MADE BY:	Supervisor Spence
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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H. Consider Setting Public Hearing for Special Assessments – Resolution 2022-24

Mr. Lamb went over the resolution with the Board. The public hearing will be set for January 18, 2021 at 11:00 a.m. at the same location.

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MOTION TO:	Approve Resolution 2021-24.
MADE BY:	Supervisor Dister
SECONDED BY:	Supervisor Motko
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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I. Consider Authorization of Chairman to Accept or Execute Certain Documents – Resolution 2021-26

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Mr. Lamb went over the resolution with the Board.

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MOTION TO:	Approve Resolution 2021-26.
MADE BY:	Supervisor Luce
SECONDED BY:	Supervisor Motko
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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J. Consider Form of Interlocal Agreement between Two Rivers North and Two Rivers West for the Funding and Construction of Certain Offsite Improvements

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Mr. Lamb went over the Interlocal Agreement with the Board.

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MOTION TO:	Approve the Interlocal Agreement in substantial form subject to final review and authorization.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Spence
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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K. Other Matters Related to Financing

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9. ADMINISTRATIVE MATTERS

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A. Request for Working Capital – By Motion

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Mr. Lamb briefly discussed requesting working capital.

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10. STAFF REPORTS

- A. District Counsel**
- B. District Engineer**
- C. District Manager**

There were no further reports from staff at this time.

11. BOARD MEMBERS' COMMENTS

There were no comments from the Board.

12. PUBLIC COMMENTS

There were no public comments.

13. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

320 *Please note the entire meeting is available on disc.

321

322 *These minutes were done in summary format.

323

324 *Each person who decides to appeal any decision made by the Board with respect to any matter
325 considered at the meeting is advised that person may need to ensure that a verbatim record of
326 the proceedings is made, including the testimony and evidence upon which such appeal is to be
327 based.

328

329 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
330 **noticed meeting held on _____.**

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333

334 _____
Signature

_____ **Signature**

335

336 _____

337 **Printed Name**

Printed Name

338

339 **Title:**

Title:

340 **Secretary**

Chairman

341 **Assistant Secretary**

Vice Chairman

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Recorded by Records Administrator

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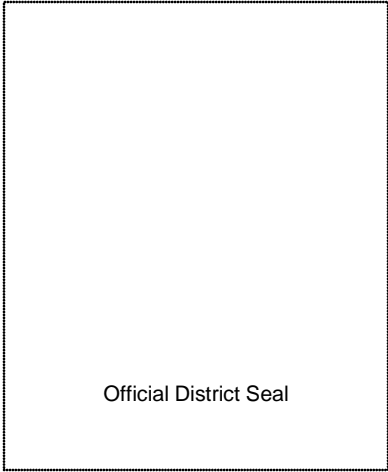
Signature

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Date



TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

January 18, 2022 Minutes of the Landowner's Election

Minutes of the Landowner's Election

The Landowner's Election of the Board of Supervisors for the Two Rivers North Community Development District was held on Tuesday, January 18, 2022 at 11:00 a.m. at Spring Hill Suites by Marriott Tampa Suncoast Parkway located at 16615 Bexley Village Dr., Land O' Lakes, FL 34638.

1. CALL TO ORDER/ROLL CALL

Brian Lamb called the Landowner's Election of the Board of Supervisors of the Two Rivers North Community Development District to order on Tuesday, January 18, 2022 at 11:00 a.m.

Staff Members Present:

Brian Lamb	District Manager, Inframark
Dana Crosby-Collier	District Counsel, Straley Robin Vericker
Lynn Butler	Paralegal, Straley Robin Vericker

Nick Dister
Jeff Hills
Steve Luce
Ryan Motko
Thomas Spence

There were no other audience members present.

2. APPOINTMENT OF MEETING CHAIRMAN

Mr. Lamb stated that he will be serving as the meeting chairman.

3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS

Mr. Lamb announced the candidates: Nick Dister, Jeff Hills, Steve Luce, Ryan Motko, and Thomas Spence.

4. ELECTION OF SUPERVISORS

Mr. Lamb announced the results: 10 votes for Nick Dister, 10 votes for Thomas Spence, 5 votes for Jeff Hills, 5 votes for Steve Luce, and 5 votes for Ryan Motko. Nick Dister and Thomas Spence will have four-year terms. Jeff Hills, Steve Luce, and Ryan Motko will have two-year terms.

47 **5. OWNERS REQUESTS**

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49 There were no requests.
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52 **6. ADJOURNMENT**

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54 The landowner's election was closed.
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56
57 **These minutes were done in summary format.*

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59 **Each person who decides to appeal any decision made by the Board with respect to any matter*
60 *considered at the meeting is advised that person may need to ensure that a verbatim record of the*
61 *proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

62
63 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
64 **meeting held on _____.**

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66 _____
67 **Signature**

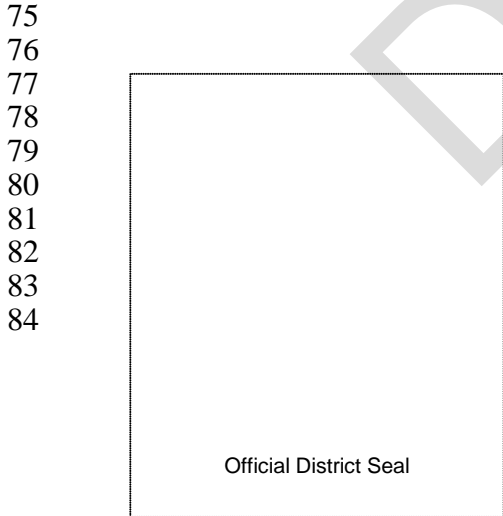
66 _____
67 **Signature**

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72 **Title:**
73 **Secretary**
74 **Assistant Secretary**

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72 **Title:**
73 **Chairman**
74 **Vice Chairman**



Recorded by Records Administrator

Signature

Date

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

January 18, 2022 Minutes of Public Hearing, Audit Committee & Regular Meeting

Minutes of the Public Hearing, Audit Committee & Regular Meeting

The Public Hearing, Audit Committee & Regular Meeting of the Board of Supervisors for the Two Rivers North Community Development District was held on **Tuesday, January 18, 2022 at 11:00 a.m.** at Springhill Suites by Marriott Tampa Suncoast Parkway located at 16615 Bexley Village Dr., Land O'Lakes, FL 34638.

1. CALL TO ORDER

Brian Lamb called the Public Hearing, Audit Committee & Regular Meeting of the Board of Supervisors of the Two Rivers North Community Development District to order on **Tuesday, January 18, 2022 at 11:00 a.m.**

Board Members Present and Constituting a Quorum:

Nick Dister	Supervisor
Jeff Hills	Supervisor
Steve Luce	Supervisor
Ryan Motko	Supervisor
Thomas Spence	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Inframark
Dana Crosby-Collier	District Counsel, Straley Robin Vericker
Lynn Butler	Paralegal, Straley Robin Vericker

There were no members of the general public in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. OATH OF OFFICE

Mr. Lamb stated that he had the signed Oaths of Office from all of the Board members.

Nick Dister, Jeff Hills, Steve Luce, Ryan Motko, and Thomas Spence all accepted the Supervisor compensation for the meetings.

4. RECESS TO PUBLIC HEARING

Mr. Lamb directed the Board to recess to the Public Hearing.

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5. PUBLIC HEARING ON LEVYING DEBT ASSESSMENTS

A. Open Public Hearing on Levying Debt Assessments

MOTION TO:	Open the Public Hearing.
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

B. Staff Presentations

Mr. Lamb went over the resolution with the Board. Supervisor Spence noted that the reclaim needs to be included in the report and the District Engineer is aware.

C. Public Comments

There were no public comments.

D. Close Public Hearing on Levying Debt Assessments

MOTION TO:	Close the Public Hearing.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

E. Consideration of Resolution 2022-27; Levying Debt Assessments

The Board reviewed the resolution.

MOTION TO:	Approve Resolution 2022-27.
MADE BY:	Supervisor Dister
SECONDED BY:	Supervisor Motko
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

90 **6. RECESS TO AUDIT COMMITTEE MEETING**

91
92 Mr. Lamb directed the Board to proceed to the Audit Committee meeting.
93
94

95 **7. AUDIT COMMITTEE MEETING**

96 **A. Call to Order/Roll Call**

97
98 Mr. Lamb stated that the Board members as appointed will serve as the Audit Committee.
99

100 **B. Appoint Chairman**

101 Mr. Lamb will be the Chair.
102
103

104 **C. Selection of Criteria for Evaluation of Proposals**

105
106 The Board reviewed the selection of criteria for evaluating the proposal. Mr. Lamb
107 recommended also using price as a factor. The Board agreed.
108

MOTION TO:	Move forward with the form of the ranking criteria as recommended.
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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116 **D. Determine Date, Time and Location RFP Required**

117 **i. Consider Notice of Request for Proposals for Audit Services**

118 **E. Consider Sending RFP to Interested Firms**

119 **F. Determine Date of Next Committee Meeting**

120
121
122 Mr. Lamb stated they will send the RFP to interested firms and look to have them back in March.
123 The next Audit Committee meeting will be on March 15, 2022.
124
125

126 **8. RETURN AND PROCEED TO REGULAR MEETING**

127
128 Mr. Lamb directed the Board to return and proceed to the regular meeting.
129
130
131

132 **9. VENDOR AND STAFF REPORTS**

133 **A. District Counsel**

134 **B. District Engineer**

135
136 There were no additional reports from Counsel or the Engineer.

137
138 **C. District Manager**

139
140 Mr. Lamb noted that the bond validation hearing is scheduled for March 31, 2022 at 10:00 a.m.

141
142
143 **10. BUSINESS ITEMS**

144 **A. Consideration of Resolution 2022-28; Canvassing and Certifying the Results of**
145 **the Landowners Election**

146
147 Mr. Lamb reviewed the resolution with the Board. Nick Dister received 10 votes and will have a
148 four-year term, Thomas Spence received 10 votes and will have a four-year term, Jeff Hills
149 received 5 votes and will have a two-year term, Steve Luce received 5 vote sand will have a two-
150 year term, and Ryan Motko received 5 votes and will have a two-year term.

152	MOTION TO:	Approve Resolution 2022-28 as stated.
153	MADE BY:	Supervisor Motko
154	SECONDED BY:	Supervisor Hills
155	DISCUSSION:	None further
156	RESULT:	Called to Vote: Motion PASSED
157		5/0 - Motion Passed Unanimously

158
159 **B. Consideration of Resolution 2022-29; Designating Officers**

160
161 The Board reviewed the officer positions. Supervisor Hills will be Chair, and Supervisor Dister
162 will be Vice-Chair. Mr. Lamb will be Secretary, Eric Davidson with Inframark will be the
163 Treasurer, and the remaining Board members will be Assistant Secretaries.

165	MOTION TO:	Approve Resolution 2022-29 as stated.
166	MADE BY:	Supervisor Motko
167	SECONDED BY:	Supervisor Luce
168	DISCUSSION:	None further
169	RESULT:	Called to Vote: Motion PASSED
170		5/0 - Motion Passed Unanimously

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174 **11. SUPERVISOR REQUESTS AND COMMENTS**

175

176 There were no supervisor requests or comments.

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179 **12. AUDIENCE COMMENTS**

180

181 There were no audience comments.

182

183

184 **13. ADJOURNMENT**

185

186

MOTION TO:	Adjourn.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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195 *Please note the entire meeting is available on disc.

196

197 *These minutes were done in summary format.

198

199 *Each person who decides to appeal any decision made by the Board with respect to any matter
200 considered at the meeting is advised that person may need to ensure that a verbatim record of the
201 proceedings is made, including the testimony and evidence upon which such appeal is to be based.

202

203 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
204 **noticed meeting held on _____.**

205

206

207

208 _____
Signature

208 _____
Signature

209

210 _____

210 _____

211 **Printed Name**

211 **Printed Name**

212

213 **Title:**

213 **Title:**

214 **Secretary**

214 **Chairman**

215 **Assistant Secretary**

215 **Vice Chairman**

216

217

218

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Recorded by Records Administrator

221

222

223

224

Signature

225

226

227

Date

