

BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 25-18

**AN ORDINANCE ESTABLISHING HARVEST HILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR POWERS AND DUTIES OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, Galvin-Harris Land Services, LLC (the "Petitioner") has petitioned the Pasco County Board of County Commissioners (the "County") to adopt an ordinance establishing the boundaries of Harvest Hills South Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

**WHEREAS**, the County, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the Harvest Hills South Community Development District (the "Petition") true and correct; and

**WHEREAS**, the County has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the Pasco County Comprehensive Plan; and

**WHEREAS**, the County has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

**WHEREAS**, the County has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

**WHEREAS**, the County has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the County has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

**WHEREAS**, the County, on March 11, 2025, held an adoption public hearing on the Petition with duly provided public hearing prior to the adoption of this Ordinance establishing the District.

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**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Pasco County, Florida, as follows:

**SECTION 1. AUTHORITY**

This Ordinance is enacted pursuant to Chapters 125 and 190, Florida Statutes (2024), and under the home rule powers of the County.

**SECTION 2. LEGISLATIVE FINDINGS OF FACT**

The foregoing Whereas clauses, incorporated herein, are true and correct.

**SECTION 3. AUTHORITY AND POWER OF THE DISTRICT**

a. There is hereby established the District, as depicted in Exhibit 1 of the Petition, and the external boundaries of which are described in Exhibit 2 of the Petition, which shall operate in accordance with those requirements as set forth in Florida Statutes, Chapters 189 and 190, the Uniform Community Development District Act of 1980, as amended. The establishment of the District shall not affect any requirements for governmental approval of any construction within the District.

b. Master Planned Unit Development conditions of approval of the Harvest Hills South MPUD Petition No. 7773, as may be amended, pertaining to land within the District shall remain in effect. Should the District construct any improvements or perform any dedications required by the MPUD Conditions of Approval, all applicable impact fee credits for same shall go to the District. Pursuant to the MPUD Conditions of Approval, creditable infrastructure and/or dedications required by the MPUD conditions of approval that will be undertaken by the CDD are:

- Handcart Road and Prospect Road Intersection Signalization
- Handcart Road and Tyndall Road Intersection Signalization

c. All other State and local development regulations shall apply. Planning, environmental, and land development regulations shall apply to all development and construction within the District regardless of who undertakes the activity. Further, the District shall not have the authority to adopt a comprehensive plan, building code, or land development code.

d. The District shall have no eminent domain powers outside its boundaries without first obtaining the expressed written approval of the Board of County Commissioners by resolution.

e. The District shall have the authority to fund, construct, and maintain improvements outside its boundaries for the obligation(s) set forth in the conditions of approval of the MPUD established in connection with the offsite intersection improvements without the requirement to first enter into an Interlocal Agreement with the Board of County Commissioners authorizing such expenditures.

f. The District shall comply with all applicable provisions of Chapter 189, Florida Statutes, including, but not limited to, the requirement that a "Public Facilities Report" be made and submitted to the County in accordance with Section 189.08, Florida Statutes.

**SECTION 4. POWERS AND DUTIES OF THE DISTRICT**

The exclusive charter for the District shall be the uniform community development district charter as set forth in Florida Statutes 190 which includes, but is not limited to, the following:

a. The District shall provide financial reports to the Department of Financial Services in the same form and in the same manner as all other political subdivisions, including the County.

b. The District shall fully disclose information concerning the financing and maintenance of real property improvements undertaken by the District. Such information shall be made available to all existing and prospective residents of the District and the County.

c. All contracts for the initial sale of real property and residential units within the District shall disclose to the buyer the existence of the District and the District's authority to levy taxes and assessments. Both the text and the placement of the text in the contract of sale must appear as mandated by law.

d. The District shall have the authority to pledge only the District's funds, revenues, taxes, and assessments to pay the District's indebtedness.

e. All bonds issued by the District shall be secured by a trust agreement between the District and a corporate trustee or trustees.

f. In the event of a default on District Bonds, the obligations of the District shall not constitute a debt or obligation of the County, any municipality, or the State.

g. The District shall be subject to the Florida Constitution provision requiring approval of ad valorem taxes by referendum; the millage rate for such taxes shall be limited by statute. In addition to the millage cap, the aggregate principal amount of general obligation bonds outstanding at any one time shall not exceed thirty-five (35) percent of the assessed value of the property within the District. Should the residents of the District impose ad valorem taxes upon themselves, such taxes shall be in addition to the County's and other ad valorem taxes and shall be assessed, levied, and collected in the same manner as the County's taxes.

h. Rates, fees, rentals, and other charges for any facilities or services of the District shall be established only after a noticed public hearing.

i. Within thirty (30) days after the effective date of this Ordinance, the District shall record a Notice of Establishment of District Boundaries in the property records of the County, which said notice shall include at least the legal description of the property within the District and the notice required to be given to buyers of property within the District.

#### **SECTION 5. BOARD OF SUPERVISORS OF THE DISTRICT**

a. The District Board of Supervisors shall exercise the powers and responsibilities granted to the District.

b. The members of the District's Board of Supervisors shall be residents of Florida and citizens of the United States. The names of the five (5) persons designated to be the initial members of the Board of Supervisors are as listed in the Petition.

c. After the Board of Supervisors shifts to being elected by the resident electors of the District, the Board Supervisors shall also be residents and electors of the District.

d. Candidates for the District's Board of Supervisors seeking election to office by the qualified electors of the District shall be subject to the same campaign financing disclosure requirements and oath of office requirements as candidates for any other public office.

e. The compensation of each supervisor is limited to those amounts prescribed in Section 190.006(8), Florida Statutes, plus standard State travel and per diem expenses, unless a higher compensation is approved by a referendum of the residents of the District.

f. All meetings of the District's Board of Supervisors, which shall include a minimum of four (4) times per year during evening hours, must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.

g. The District's Board of Supervisors shall follow Chapter 120, Florida Statutes, procedures in adopting rules.

h. The records of the District's Board of Supervisors must be open for public inspection by any person at any reasonable time, pursuant to Chapter 119, Florida Statutes, and the said records shall be kept in the manner and in the place mandated by law.

**SECTION 6. DISTRICT BUDGET**

a. The District budget shall be adopted annually by the District's Board of Supervisors, and prior to approval by the said Board, shall be the subject of a duly noticed public hearing at which the said Board must hear all objections to the budget.

b. Proposed District budgets shall be submitted by the District's Board of Supervisors to the County at least sixty (60) days before adoption by the District's Board of Supervisors.

**SECTION 7. FUNCTIONS OF THE DISTRICT**

a. The District may exercise the general powers provided in Section 190.011, Florida Statutes.

b. The District may also exercise the special powers set forth in Sections 190.012(1), (3) and (4) as well as the special powers for parks and recreation services and facilities, security services and facilities, pursuant to Section 190.012(2)(a) and (d), Florida Statutes.

c. The powers and functions of the District do not replace, diminish, or obviate the applicability of any County ordinance to the property and the development of the said property, currently within the District, as described in Exhibit 2 of the Petition, and as the said District might be expanded or contracted.

**SECTION 8. MISCELLANEOUS PROVISIONS**

a. The County may require, based upon the numbers of residential units planned within the District, that the District's community facilities be used to accommodate the establishment of a polling place by the Pasco County Supervisor of Elections.

b. The County, at its option, may adopt a nonemergency ordinance providing a plan for the transfer of a specific community development service from the District to the County. The plan shall be consistent with the District's debt obligations and shall demonstrate the ability of the County to provide the service as efficiently as the District, at a level of quality equal to or higher than that actually delivered by the District, and at charge equal to or lower than the actual charge by the District.

c. The District shall not levy assessments on any property, lying within the boundaries of the District, either owned or to be owned by the County or the District School Board of Pasco County. All applicable documents pertaining to the undertaking of funding and construction by the District shall reflect the following: (1) all District-related assessments shall not apply to any property either owned or to be owned by the County or the District School Board of Pasco County; and (2) no debt or obligation of such District shall constitute a burden on any property either owned or to be owned by the County or District School Board of Pasco County.

Any and all property owned by the District shall be subject to, and the District shall pay, all County imposed user fees, including but not limited to stormwater utility and solid waste disposal fees, whether or not such fees are collected via the non-ad valorem assessment method. Further, property within the boundaries of the District may be subject to existing or future taxes, assessments, or user fees imposed by the County, or any existing or future dependent district of the County, and such taxes, assessments, and user fees could be equal in priority to the District's assessments and fees. Such taxes, assessments and user fees shall not be considered inconsistent with, or an impairment of, the financial obligations of the District, and the possibility of such taxes, assessments, and user fees shall be disclosed in all applicable documents pertaining to the undertaking of funding and construction by the District.

d. The Petition to Establish the Harvest Hills South Community Development District is attached hereto in its entirety and incorporated herein.

#### **SECTION 9. SEVERABILITY**

To the extent that any portion of this Ordinance is in conflict with Chapter 190, Florida Statutes or any other Florida Statute, as amended, then the Florida Statutes shall govern, and the remainder of this Ordinance shall be construed as not having contained such section, subsection, sentence, clause, or provision and shall not be affected by such holding.

**SECTION 10. EFFECTIVE DATE**

This Ordinance and the Petition shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt.

**DONE AND ADOPTED** by the Board of County Commissioners of Pasco County with a quorum present and voting this 11th day of March 2025.

(SEAL)

SEAL OF THE BOARD OF COUNTY COMMISSIONERS  
ORGANIZED  
JUNE 27th  
1887  
PASCO COUNTY, FLORIDA  
TEST:  
OF PASCO COUNTY, FLORIDA  
By: *Nikki Alvarez-Sowles*  
BCC 03-11-2025 PDE25-0126  
NIKKI ALVAREZ-SOWLES, ESQ.  
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

By: *Kathryn Starkey*  
KATHRYN STARKEY, CHAIRMAN

APPROVED  
IN SESSION  
MAR 11 2025  
PASCO COUNTY  
BCC

**PETITION TO ESTABLISH**  
**HARVEST HILLS SOUTH**  
**COMMUNITY**  
**DEVELOPMENT DISTRICT**

Submitted by:

Jere Earlywine  
Florida Bar No. 0155527  
[jere.earlywine@kutakrock.com](mailto:jere.earlywine@kutakrock.com)  
KUTAK ROCK LLP  
107 W. College Ave.  
Tallahassee, Florida 32301  
850-528-6152

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PASCO COUNTY, FLORIDA**

**PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Galvin-Harris Land Services, LLC (“Petitioner”), hereby petitions the Pasco County Board of County Commissioners pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, to establish a Community Development District (“District”) with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within unincorporated Pasco County, Florida, and covers approximately 332.118 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of Clinton Avenue Extension, west of Handcart Road, north of Kiefer Road and east of Curley Road. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are approximately 25.96 acres within the internal boundaries of the District that will be excluded (“Excluded Parcels”). The metes and bounds description of each Excluded Parcel is set forth in **Exhibit 3**. The Excluded Parcels are owned as follows:

<u>Owned By</u>	<u>Address</u>	<u>Acreage</u>
Evans Properties Inc.	660 Beachland Blvd Ste 301 Vero Beach, Florida 32963	10 acres
Prospect Road Land Investments II, LLC, and Harris Prospect Road Land Investments II, LLC	121 Snell Isle Blvd NE St. Petersburg, FL 33704	15.96 acres

There is no intent on behalf of the District for any District facilities or services to be installed and/or constructed on the Excluded Parcels. Moreover, no special assessments will be imposed on the Excluded Parcels. Excluding the Excluded Parcels from the boundaries of the District will not have an impact on the development of either the District or the Excluded Parcel.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 4**. The folio numbers are as follows: 18-25-21-0000-00700-0010; 18-25-21-0000-00700-0020; 18-25-21-0000-00800-0000; 18-25-21-0000-00700-0000; 18-25-21-0000-00900-0000; and 13-25-20-0000-00600-0000. A parcel within the District, designated as Prospect Road, is owned by the County.

Pursuant to Sections 190.003(14) and 190.005(1)(a)2., Florida Statutes, consent of the County is not required.

4. Deeds of Landowners within the Proposed District. A copy of the warranty deeds for the lands to be included within the proposed District is provided in **Exhibit 5**.

5. MPUD Overlay Map. **Exhibit 6** depicts an overlay map of the District with respect to the MPUD boundary.

6. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are Seth Bennett, Quint Noordstar, Taryn Galvin, Alia Cowan and Alex Gross, all with a mailing address of 121 Snell Isle Boulevard NE, St. Petersburg, Florida 33704. All of the listed persons are residents of the state of Florida and citizens of the United States of America.

7. Name. The proposed name of the District is the Harvest Hills South Community Development District.

8. Major Water and Wastewater Facilities. **Exhibit 7** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

9. District Facilities and Services. **Exhibit 8** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed in three (3) phase(s) over an estimated three (3) year period from 2024 – 2027. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant lands. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 9**. These proposed land uses are consistent with the Pasco County Comprehensive Plan.

11. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

12. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine, Esq., of Kutak Rock, LLP, as its authorized

agent. See **Exhibit 11** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere Earlywine  
Florida Bar No. 0155527  
[jere.earlywine@kutakrock.com](mailto:jere.earlywine@kutakrock.com)  
KUTAK ROCK LLP  
107 W. College Ave.  
Tallahassee, Florida 32301  
Ph: 850-528-6152

13. This petition to establish the Harvest Hills South Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the Pasco County Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in Pasco County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the County Commission of Pasco County, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and, (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 7<sup>th</sup> day of February, 2025.

**KUTAK ROCK, LLP**



Jere Earlywine

Florida Bar No. 0155527

jere.earlywine@kutakrock.com

KUTAK ROCK LLP

107 W. College Ave.

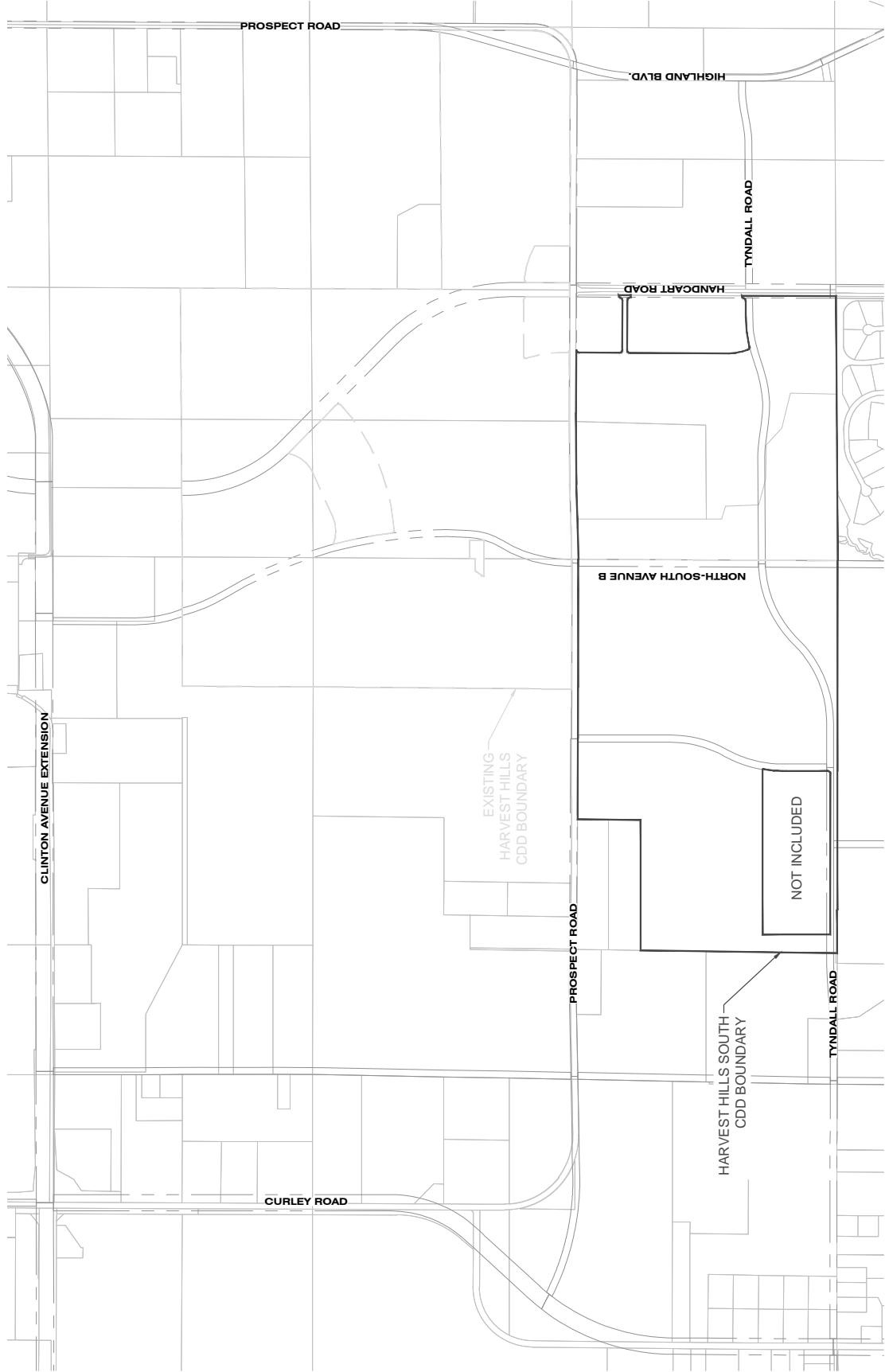
Tallahassee, Florida 32301

850-528-6152

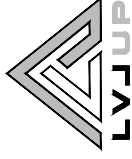
Attorneys for Petitioner

# EXHIBIT 1





**LEVELUP**  
CONSULTING, LLC



505 E. JACKSON STREET  
SUITE 200  
TAMPA, FLORIDA 33602  
OFFICE: 813-75-0616  
WWW.LEVELUPFLORIDA.COM

PROJECT No. 204-01-E05  
SHEET 1 of 1

DRAWING TITLE:  
CDD BOUNDARY  
COMPARISON

PROJECT NAME:  
**HARVEST HILLS SOUTH**

PREPARED FOR:  
GALVIN LAND SERVICES

# EXHIBIT 2

## HARVEST HILLS SOUTH CDD

### DESCRIPTION:

A portion of Section 13, Township 25 South, Range 20 East and Section 18, Township 25 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North 89°55'55" West along the South line of the Southeast 1/4 of said Section 13, a distance of 2645.39 feet to the Southwest corner of Southeast 1/4 of said Section 13; thence North 89°58'17" West along the South line of the Southwest 1/4 of said Section 13, a distance of 1324.69 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 13; thence departing said South line run North 00°53'04" East along the West line of the East 1/2 of the Southwest 1/4 of said Section 13, a distance of 1988.80 feet to the Northwest corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence South 89°56'24" East along the North line of said South 1/2 of the Northeast 1/4 of the Southwest 1/4, a distance of 1317.52 feet to the Northeast corner of said South 1/2 of the Northeast 1/4 of the Southwest 1/4; thence North 00°40'42" East along the West line of the Southeast 1/4 of said Section 13, a distance of 636.89 feet to the Southerly Right of Way line of Prospect Road per (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A, R.P.B. 1, Page 107, conveyed to Pasco County per Road Plat Book 2, Pages 13-14); thence run along said Southerly Right of Way line the following six (6) courses: 1) S 89°51'52" E, 1331.68 feet; 2) thence S 89°49'22" E, 986.28 feet to the beginning of a tangent curve concave northerly having a radius of 17218.75 feet, a chord bearing of N 89°08'08" E, a chord length of 626.06 feet; 3) thence run along the arc of said curve through a central angle of 02°05'00", an arc length of 626.09 feet; 4) thence N 88°05'38" E, 443.11 feet; 5) thence N 89°48'38" E, 722.25 feet; 6) thence S 89°49'07" E, 590.29 feet; thence departing said Southerly right of way line run S 00°00'00" E, 443.61 feet to the beginning of a tangent curve concave northeasterly having a radius of 25.00 feet, a chord bearing of S 44°50'54" E, a chord length of 35.26 feet; thence run along the arc of said curve through a central angle of 89°41'47", an arc length of 39.14 feet; thence S 89°41'47" E, 519.46 feet to the beginning of a tangent curve concave northwesterly having a radius of 35.00 feet, a chord bearing of N 45°18'13" E, a chord length of 49.50 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 54.98 feet; thence S 89°41'47" E, 21.00 feet to the Westerly right of way line of Handcart Road as described in Official Records Book 4690, Page 537, Public Records of Pasco County, Florida; thence S 00°18'13" W along said Westerly right of way line, 130.00 feet; thence departing said Westerly right of way line run N 89°41'47" W, 21.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 35.00 feet, a chord bearing of N 44°41'47" W, a chord length of 49.50 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 54.98 feet; thence N 89°41'47" W, 518.88 feet to the beginning of a tangent curve concave southeasterly having a radius of 25.00 feet, a chord bearing of S 45°09'06" W, a chord length of 35.45 feet; thence run along the arc of said curve through a central angle of 90°18'13", an arc length of 39.40 feet; thence S 00°00'00" E, 982.81 feet to the beginning of a tangent curve concave easterly having a radius of 465.00 feet, a chord bearing of S 08°37'08" E, a chord length of 139.37 feet; thence run along the arc of said curve through a central angle of 17°14'17", an arc length of 139.90 feet; thence S 17°14'17" E, 69.22 feet to the beginning of a tangent curve concave northeasterly having a radius of 25.00 feet, a chord bearing of S 60°52'26" E, a chord length of 34.50 feet; thence run along the arc of said curve through a central angle of 87°16'18", an arc length of 38.08 feet to the beginning of a reverse curve concave southerly having a radius of 1235.50

feet, a chord bearing of N 82°36'40" E, a chord length of 306.32 feet; thence run along the arc of said curve through a central angle of 14°14'31", an arc length of 307.11 feet; thence N 89°43'56" E, 162.76 feet; thence N 45°01'04" E, 49.25 feet; thence S 89°41'47" E, 21.00 feet to aforesaid Westerly right of way line of Handcart Road; thence S 00°18'13" W along said Westerly right of way line, 947.81 feet to the South line of the Southwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida; thence S 89°39'06" W along said South line, 2673.96 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

A portion of Section 13, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as:

Commence at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North 89°55'55" West along the South line of the Southeast 1/4 of said Section 13, a distance of 2127.37 feet; thence departing said South line run North 00°00'00" West, 95.03 feet to the POINT OF BEGINNING and to the beginning of a non-tangent curve concave northwesterly having a radius of 25.00 feet, a chord bearing of S 45°02'03" W, a chord length of 35.38 feet; thence run along the arc of said curve through a central angle of 90°04'05", an arc length of 39.30 feet; thence N 89°55'55" W, 492.92 feet; thence N 89°58'17" W, 1131.28 feet; thence N 00°00'00" W, 683.98 feet; thence N 90°00'00" E, 1672.13 feet to the beginning of a non-tangent curve concave easterly having a radius of 1275.00 feet, a chord bearing of S 05°26'16" W, a chord length of 241.64 feet; thence run along the arc of said curve through a central angle of 10°52'31", an arc length of 242.01 feet; thence S 00°00'00" W, 419.57 feet to the POINT OF BEGINNING.

Containing 332.118 acres, more or less.



# EXHIBIT 3

**EXCLUDED PARCEL LEGAL DESCRIPTION**

A portion of Section 13, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as:

Commence at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North  $89^{\circ}55'55''$  West along the South line of the Southeast  $1/4$  of said Section 13, a distance of 2127.37 feet; thence departing said South line run North  $00^{\circ}00'00''$  West, 95.03 feet to the POINT OF BEGINNING and to the beginning of a non-tangent curve concave northwesterly having a radius of 25.00 feet, a chord bearing of  $S\ 45^{\circ}02'03''\ W$ , a chord length of 35.38 feet; thence run along the arc of said curve through a central angle of  $90^{\circ}04'05''$ , an arc length of 39.30 feet; thence N  $89^{\circ}55'55''\ W$ , 492.92 feet; thence N  $89^{\circ}58'17''\ W$ , 1131.28 feet; thence N  $00^{\circ}00'00''\ W$ , 683.98 feet; thence N  $90^{\circ}00'00''\ E$ , 1672.13 feet to the beginning of a non-tangent curve concave easterly having a radius of 1275.00 feet, a chord bearing of  $S\ 05^{\circ}26'16''\ W$ , a chord length of 241.64 feet; thence run along the arc of said curve through a central angle of  $10^{\circ}52'31''$ , an arc length of 242.01 feet; thence S  $00^{\circ}00'00''\ W$ , 419.57 feet to the POINT OF BEGINNING.

# EXHIBIT 4

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

Jere Earlywine, Esq.  
Kutak Rock, LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**Consent and Authorization of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]**

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

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

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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be binding upon the owner and its successors and assigns as to the Property or portions thereof for the entirety of such three year term.

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

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

Executed this 3<sup>rd</sup> day of April, 2024.

Witnessed:

**PROSPECT ROAD LAND INVESTMENTS II, LLC  
LANDOWNER**

Seth Bennett  
Print Name: Seth Bennett

Mike Galvin  
BY: Mike Galvin  
ITS: MANAGER

Robert Noorostian  
Print Name: ROBERT NOOROSTIAN

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of April, 2024, by Mike Galvin, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



Stacey Ann Gray  
NOTARY PUBLIC, STATE OF Florida  
Name: Stacey Ann Gray  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

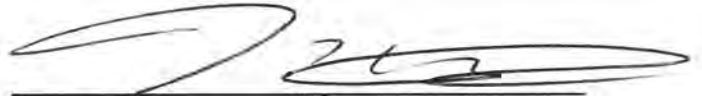
Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

Witnessed:

HARRIS PROSPECT ROAD LAND INVESTMENTS II,  
LLC  
LANDOWNER

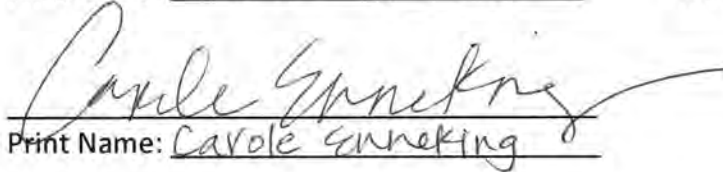


Print Name: ERIC HARRIS



BY: Thomas Harris

ITS: Manager



Print Name: CAROLE GUNNERY

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of April, 2024, by Thomas Harris, who appeared before me this day in person, and who is either personally known to me, or produced FL DL as identification.



  
NOTARY PUBLIC, STATE OF Florida

Name: Logan Higham

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Legal Description

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

Exhibit A:  
Legal Description

**EXHIBIT "A" TO DEED  
LEGAL DESCRIPTION OF PROPERTY**

A parcel of land lying in Section 13, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as:

BEGIN at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North 89°55'55" West along the South line of the Southeast 1/4 of said Section 13, a distance of 2645.39 feet to the Southwest corner of Southeast 1/4 of said Section 13; thence North 89°58'17" West along the South line of the Southwest 1/4 of said Section 13, a distance of 1324.69 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 13; thence departing said South line run North 00°53'04" East along the West line of the East 1/2 of the Southwest 1/4 of said Section 13, a distance of 1988.80 feet to the Northwest corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence South 89°56'24" East along the North line of said South 1/2 of the Northeast 1/4 of the Southwest 1/4, a distance of 1317.52 feet to the Northeast corner of said South 1/2 of the Northeast 1/4 of the Southwest 1/4; thence North 00°40'42" East along the West line of the Southeast 1/4 of said Section 13, a distance of 636.89 feet to the Southerly Right of Way line of Prospect Road (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A (R.P.B. 1, Page 107); thence run along said Southerly Right of Way line the following three (3) courses: 1) South 89°51'52" East, 1331.68 feet; 2) thence South 89°49'22" East, 986.28 feet to the beginning of a tangent curve concave Northerly having a radius of 17218.75 feet, a chord bearing of North 89°39'32" East, a chord length of 311.53 feet; 3) thence run along the arc of said curve through a central angle of 01°02'12", an arc length of 311.53 feet to the East line of the Southeast 1/4 of said Section 13; thence departing said Southerly Right of Way line run South 00°19'52" West along said East line, 2623.52 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCELS:

(PARCEL C-2)

A parcel of land lying in Section 13, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as:

Commence at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North 89°55'55" West along the South line of the Southeast 1/4 of said Section 13, a distance of 2127.37 feet; thence departing said South line run North 00°00'00" West, 95.03 feet to the POINT OF BEGINNING; thence continue North 00°00'00" East, 419.57 feet to the beginning of a tangent curve concave Easterly having a radius of 1275.00 feet, a chord bearing of North 05°26'16" East, a chord length of 241.64 feet; thence run along the arc of said curve through a central angle of 10°52'31", an arc length of 242.01 feet; thence North 90°00'00" West, 656.73 feet; thence South 00°00'00" West, 659.50 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet, a chord bearing of South 44°59'08" East, a chord length of 35.35 feet; thence run along the arc of said curve through a central angle of 89°58'17", an arc length of 39.26 feet; thence South 89°58'17" East, 90.89 feet; thence South 89°55'55" East, 492.92 feet to the beginning of a tangent curve concave Northerly having a radius of 25.00 feet, a chord bearing of North 45°02'03" East, a chord length of 35.38 feet; thence run along the arc of said curve through a central angle of 90°04'05", an arc length of 39.30 feet to the POINT OF BEGINNING.

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

Jere Earlywine, Esq.  
Kutak Rock, LLP  
107 West College Avenue  
Tallahassee, Florida 32301

---

**Consent and Authorization of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]**

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

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

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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be binding upon the owner and its successors and assigns as to the Property or portions thereof for the entirety of such three year term.

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

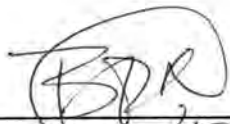
[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

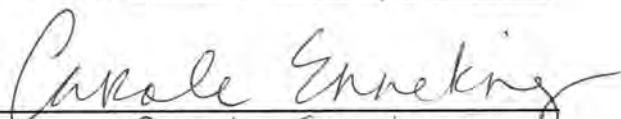
Executed this \_\_\_ day of \_\_\_\_\_, 2024.

Witnessed:

HARRISVOPH, LLC  
LANDOWNER



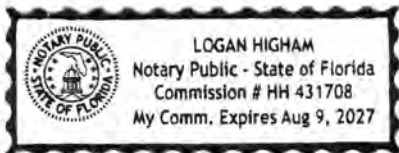
Print Name: ERICA HARRIS

  
BY: Thomas Harris  
ITS: Manager

Print Name: Carole Enneking

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of April, 2024, by Thomas Harris, who appeared before me this day in person, and who is either personally known to me, or produced FL DL as identification.

  
NOTARY PUBLIC, STATE OF Florida  
Name: Logan Higham  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

Witnessed:

GALVIN VOPH, LLC  
LANDOWNER

Seth Bennett  
Print Name: Seth Bennett

Mike Galvin  
BY: Mike Galvin  
ITS: MANAGER

Robert Boardstar  
Print Name: ROBERT BOARDSTAR

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4 day of April, 2024, by Mike Galvin, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



Stacey Ann Gray  
NOTARY PUBLIC, STATE OF Florida  
Name: Stacey Ann Gray  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

Witnessed:

**GALVIN LAND INVESTMENTS, LLC  
LANDOWNER**

*Seth Bennett*  
Print Name: Seth Bennett

*Mike Galvin*  
BY: MIKE GALVIN  
ITS: MANAGER

*Robert Noiro Stan*  
Print Name: ROBERT NOIRO STAN

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of April, 2024, by \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



*Stacey Ann Gray*  
NOTARY PUBLIC, STATE OF Florida  
Name: Stacey Ann Gray  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**Exhibit A: Legal Description**

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

**Exhibit A:  
Legal Description**

**EXHIBIT "A" TO DEED  
LEGAL DESCRIPTION OF PROPERTY**

Parcel 1: The West 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 26 South, Range 21 East, less any existing road right-of-way, Pasco County, Florida.

Parcel 2: Commence at the Southwest corner of Section 18, Township 26 South, Range 21 East, in Pasco County, Florida, for a Point of Beginning, run thence N. 00 deg 44 min 09 sec W. 1326.16 feet, along the Westerly line of said Section 18; thence East, 340.69 feet; thence N. 00 deg 44 min 09 sec W. 1309.17 feet to the Southerly right-of-way line of S.R. 579-A, said Southerly right-of-way line lying 17.0 feet South of the centerline of said centerline of said Section 18; thence run East along said right-of-way line, 45.77 feet; thence run S. 00 deg 01 min 45 sec E., 1483.65 feet; thence run East 5 feet; thence S. 72 deg 48 min 30 sec E., 128.54 feet; thence S. 02 deg 47 min 30 sec E., 338.0 feet; thence S. 75 deg 34 min 40 sec E., 271.56 feet; thence S. 68 deg 37 min 57 sec E., 340.91 feet; thence S. 47 deg 31 min 57 sec E., 233.2 feet; thence S. 76 deg 20 min 37 sec E., 362.30 feet; thence S. 01 deg 18 min 33 sec W., 466.37 feet; thence run S. 69 deg 37 min 40 sec W., 1662.66 feet to the Point of Beginning.

Tax Parcel ID No.      18-25-21-0000-00900-0000  
                                 18-25-21-0000-00700-0000

[CONTINUED ON FOLLOWING PAGE]

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

**EXHIBIT "A" TO DEED  
LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1: (Tip Top)**

The East 30 acres of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right of way for State Road 579 a/k/a Prospect Road.

**PARCEL 2: (Ferguson - Parcel J)**

The Southwest 1/4 of the Southwest 1/4 of Section 1, Township 25 South, Range 21 East, Pasco County, Florida.

And

The Southeast 1/4 of the Southeast 1/4 of Section 12, Township 25 South, Range 20 East, Pasco County, Florida.

**PARCEL 3: (Osborne, Davis-Slough & Cemetery - Parcel K)**

**Property Tract No. 1:**

The East 1/2 of the Northeast 1/4 of Section 13, Township 25 South, Range 20 East, Pasco County, Florida. Less and Except road right-of-way. Also, Less and Except that portion conveyed to Glen T. Lewis and Lela K. Lewis, his wife, by Warranty Deed recorded in Official Records Book 701, Page 666, Public Records of Pasco County, Florida.

**Property Tract No. 2:**

The West 1/2 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except the West 210 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 18. Also, Less and Except road right-of-way. Less and Except that portion conveyed to Glen T. Lewis and Lela K. Lewis, his wife, by Warranty Deed recorded in Official Records Book 701, Page 666, Public Records of Pasco County, Florida.

**Property Tract No. 3:**

Commence 220 yards North of the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida, thence East 70 yards, North 140 yards, West 70 yards, South 140 yards to the Point of Beginning. Less and Except that portion conveyed to Glen T. Lewis and Lela K. Lewis, his wife, by Warranty Deed recorded in Official Records Book 701, Page 666, Public Records of Pasco County, Florida.

And

Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida, thence run North 1,080 feet (360 yards) to the Point of Beginning, thence run East 210 feet (70 yards), thence North to the South boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 18, thence West 210 feet (70 yards), thence South to the Point of Beginning.

**PARCEL 7:**

A parcel of land lying in Section 18, Township 25 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18, run thence along the East boundary thereof, S 00°19'03" W, a distance of 7.19 feet to a point on the Southerly right-of-way line of PROSPECT ROAD, (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A) (R.P.B. 1, Pg. 107), said point also being the POINT OF BEGINNING; thence along said Southerly right-of-way line the following two (2) courses: 1) N 89°48'38" E, a distance of 118.16 feet; 2) S 89°49'07" E, a distance of 43.14 feet; thence departing said Southerly right-of-way line, S 00°19'03" W, a distance of 1315.69 feet to a point on the South boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 18, thence along said South boundary, S 89°43'56" W, a distance of 161.31 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18; thence along the East boundary thereof, N 00°19'03" E, a distance of 1316.19 feet to the POINT OF BEGINNING.

[CONTINUED ON FOLLOWING PAGE]

Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Harvest Hills South Community Development District]

**EXHIBIT "A" TO DEED**  
Legal Description of Property

PARCEL 4. (Prospect Grove)

The East 1/2 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way.

And

The Southeast 1/4 of the Southwest 1/4 of Section 7, Township 25 South, Range 21 East, Pasco County, Florida.

PARCEL 5. (Rowena Grove)

The South 1/2 of the Northeast 1/4 and the South 10 feet of the North 1/2 of the Northeast 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way.

PARCEL 6: (Sugar Loaf Grove)

The Northeast 1/4 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way.

Also, Less and Except: Commence at the Southwest corner of said Section 18, Township 25 South, Range 21 East, Pasco County, Florida, for Point of Beginning, thence North 1,326 feet, thence East 340 feet, thence North 1,309 feet to right-of-way of 579A a/k/a Prospect Road; thence East 45 feet; thence South 1,463 feet; thence East 5 feet; thence South 72 degrees East 128 feet; thence South 2 degrees East 338 feet; thence South 75 degrees East 271 feet; thence South 88 degrees East 341 feet; thence South 47 degrees East 233 feet; thence South 76 degrees East 362 feet; thence South 466 feet; thence South 89 degrees West 1,682 feet to Point of Beginning.

Also, Less and Except: A portion of Section 18, Township 25 South, Range 21 East, Pasco County, Florida, being further described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 18, thence along the South line of said Section 18, South 89°19'11" West a distance of 17.76 feet to the maintained right-of-way line of Handcart Road, as recorded in R/W Map Hook 7, Page 279, of the Public Records of Pasco County, Florida, said point also being the Point of Beginning; thence continue South 89°19'11" West a distance of 32.74 feet to a point on the proposed right-of-way line of Handcart Road; thence along said proposed right-of-way line North 00°18'34" East a distance of 2,398.34 feet; thence North 44°45'07" West a distance of 42.38 feet to the Southerly right-of-way line of Prospect Road, thence along said right-of-way line South 89°48'48" East a distance of 40.44 feet to a point on the said maintained right-of-way line of Handcart Road, thence along said maintained right-of-way line the following 9 courses and distances: 1) South 35°41'05" East a distance of 28.35 feet, 2) South 01°17'56" East a distance of 243.00 feet, 3) South 00°22'03" West a distance of 315.68 feet; 4) South 00°20'52" West a distance of 312.09 feet; 5) South 00°24'12" West a distance of 320.45 feet; 6) South 00°24'27" West a distance of 304.98 feet; 7) South 00°24'23" West a distance of 600.73 feet; 8) South 00°03'54" West a distance of 298.03 feet; 9) South 00°15'55" West a distance of 210.19 feet to the Point of Beginning.

Also, Less and Except: A parcel of land lying in Section 18, Township 25 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18, run thence along the East boundary thereof, S 00°19'03" W, a distance of 7.19 feet to a point on the Southerly right-of-way line of PRINCE/T ROAD, (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A) (R.P.B. 1, Pg. 107), said point also being the POINT OF BEGINNING; thence along said Southerly right-of-way line the following two (2) courses: 1) N 89°48'38" E, a distance of 118.16 feet; 2) S 89°49'07" E, a distance of 43.14 feet; thence departing said Southerly right-of-way line, S 00°19'03" W, a distance of 1315.69 feet to a point on the South boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence along said South boundary, S 89°43'56" W, a distance of 161.31 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18; thence along the East boundary thereof, N 00°19'03" E, a distance of 1316.19 feet to the POINT OF BEGINNING.

# EXHIBIT 5

**PREPARED BY AND RETURN TO:**

David A. Bacon, Esquire  
2959 First Avenue North  
St Petersburg, FL 33713

**TAX PARCEL ID. NO.:** See Exhibit A

**CONSIDERATION:** \$2,270,000.00

**DOCUMENTARY STAMP TAX:** \$15,890.00

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made this 20<sup>th</sup> day of December 2021, between VOPH LAC BAILEY, LLC, a Florida limited liability company, whose address is 121 Snell Isle Blvd. NE, St. Petersburg, FL 33704 (the "Grantor") HARRISVOPH, LLC, a Florida limited liability company, as to an undivided one-half (1/2) interest, and GALVIN VOPH, LLC, a Florida limited liability company and GALVIN LAND INVESTMENTS, LLC, a Florida limited liability company, jointly as to a undivided one-half (1/2) interest, together as tenants in common, whose address is 121 Snell Isle Blvd. NE, St. Petersburg, FL 33704 (the "Grantee")

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten AND NO/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to wit:

**\*\*\*See Exhibit "A" attached hereto\*\*\***

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements, taxes for the year 2022 and all subsequent years, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES

VOPH LAC BAILEY, LLC a Florida limited liability company

By: [Signature]  
Mike Galvin, Manager

[Signature]  
Signature

Ch. Stephen S. Furlong  
Printed Name

[Signature]  
Signature

Jodilyn Furlong  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of December 2021 by Mike Galvin, as Manager of VOPH LAC BAILEY, LLC, a Florida limited liability company, who is  personally known to me, or who  has produced ( ) as identification.

My Commission Expires:

[Signature]  
Notary Public





**EXHIBIT "B"**  
**LIST OF TITLE MATTERS**

1. Drainage ditch provision contained in Warranty Deed recorded in Official Records Book 792, Page 712, of the public records of Pasco County, Florida.
2. Easement in favor of Tampa Electric Company, a Florida corporation, recorded in Official Records Book 6378, Page 609, of the public records of Pasco County, Florida.

PREPARED BY AND RETURN TO:  
Christopher S. Furlong, Esquire  
2959 First Avenue North  
St Petersburg, FL 33713

TAX PARCEL ID. NOS.: 18-25-21-0000-00800-0000;  
07-25-21-0000-01300-0000; 12-25-20-0000-01900-0000  
13-25-20-0000-00100-0000; 18-25-21-0000-00300-0000  
And 18-25-21-0000-00700-0020

CONSIDERATION: \$8,267,000.00  
DOCUMENTARY STAMP TAX: \$57,869.00

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made this 21<sup>st</sup> day of December, 2021, between PRICE REALTY, L.L.C., a Florida limited liability company, whose address is P.O. Box 1165, Dade City, FL 33525-1165 (the "Grantor") and HARRISVOPH, LLC, a Florida limited liability company, as to an undivided one-half (1/2) interest, and GALVIN VOPH, LLC, a Florida limited liability company and GALVIN LAND INVESTMENTS, LLC, a Florida limited liability company, jointly as to a undivided one-half (1/2) interest, together as tenants in common, whose address is 121 Snell Isle Blvd. NE, St. Petersburg, FL 33704 (the "Grantee"). Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors of assigns of corporations, trust and trustees.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, transfer and convey to Grantee, and Grantee's heirs and assigns forever, fee simple title to and ownership of the land situate, lying and being in Pasco County, Florida, as described upon **Exhibit "A"** attached hereto and made a part hereof, subject only to all title matters listed upon **Exhibit "B"** attached hereto and made a part hereof, the general lien to secure payment of taxes for the year 2022 and all subsequent years, and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land, subject to the matters set forth above, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

**WITNESSES**

**PRICE REALTY, L.L.C.**, a Florida limited liability company

*[Signature]*  
Signature

Ryan J. McConnell  
Printed Name

By: *Pickens C. Price*  
Pickens C. Price, Manager

*[Signature]*  
Signature

Jennifer Peret  
Printed Name

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [] physical presence or: [] online notarization, this 16<sup>th</sup> day of December, 2021 by Pickens C. Price, as Manager of Price Realty, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced ( \_\_\_\_\_ ) as identification.

My Commission Expires:

*[Signature]*  
Notary Public



**RYAN J. MCCONNELL**  
Commission # GG 947929  
Expires March 2, 2024  
Bonded Thru Budget Notary Services

**EXHIBIT "A" TO DEED**  
**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1: (Tip Top)**

The East 30 acres of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way for State Road 579 a/k/a Prospect Road.

**PARCEL 2: (Ferguson - Parcel J)**

The Southwest 1/4 of the Southwest 1/4 of Section 7, Township 25 South, Range 21 East, Pasco County, Florida.

And

The Southeast 1/4 of the Southeast 1/4 of Section 12, Township 25 South, Range 20 East, Pasco County, Florida.

**PARCEL 3: (Osborne, Davis-Slough & Cemetery - Parcel K)**

**Property Tract No. 1:**

The East 1/2 of the Northeast 1/4 of Section 13, Township 25 South, Range 20 East, Pasco County, Florida. Less and Except road right-of-way. Also, Less and Except that portion conveyed to Glen T. Lewis and Lela K. Lewis, his wife, by Warranty Deed recorded in Official Records Book 701, Page 666, Public Records of Pasco County, Florida.

**Property Tract No. 2:**

The West 1/2 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except the West 210 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 18. Also, Less and Except road right-of-way. Less and Except that portion conveyed to Glen T. Lewis and Lela K. Lewis, his wife, by Warranty Deed recorded in Official Records Book 701, Page 666, Public Records of Pasco County, Florida.

**Property Tract No. 3:**

Commence 220 yards North of the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida, thence East 70 yards, North 140 yards, West 70 yards, South 140 yards to the Point of Beginning. Less and Except that portion conveyed to Glen T. Lewis and Lela K. Lewis, his wife, by Warranty Deed recorded in Official Records Book 701, Page 666, Public Records of Pasco County, Florida.

And

Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida, thence run North 1,080 feet (360 yards) to the Point of Beginning, thence run East 210 feet (70 yards); thence North to the South boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 18; thence West 210 feet (70 yards); thence South to the Point of Beginning.

**PARCEL 7:**

A parcel of land lying in Section 18, Township 25 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18, run thence along the East boundary thereof, S 00°19'03" W, a distance of 7.19 feet to a point on the Southerly right-of-way line of PROSPECT ROAD, (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A) (R.P.B. 1, Pg. 107), said point also being the POINT OF BEGINNING; thence along said Southerly right-of-way line the following two (2) courses: 1) N 89°48'38" E, a distance of 118.16 feet; 2) S 89°49'07" E, a distance of 43.14 feet; thence departing said Southerly right-of-way line, S 00°19'03" W, a distance of 1315.69 feet to a point on the South boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence along said South boundary, S 89°43'56" W, a distance of 161.31 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18; thence along the East boundary thereof, N 00°19'03" E, a distance of 1316.19 feet to the POINT OF BEGINNING.

**EXHIBIT "B" TO DEED**  
**LIST OF TITLE MATTERS**

1. Easement in favor of the State of Florida Department of Transportation for the use and benefit of the State Road Department recorded January 3, 1956 in Official Records Book 37, Page 574.
2. Easement in favor of Tampa Electric Company, a Florida corporation, recorded April 30, 1973 in Official Records Book 678, Page 138, as affected by Partial Release of Easement recorded July 11, 1973 in Official Records Book 695, Page 540. (as to Parcel 3)
3. Easement in favor of Tampa Electric Company, a Florida corporation, recorded July 11, 1973 in Official Records Book 695, Page 538. (as to Parcel 3)
4. Easement for ingress and egress as set forth in Warranty Deed from Colonial South Groves, Inc., a corporation existing under the laws of the State of Florida, to Glen I. Lewis and Lela K. Lewis, his wife, recorded November 18, 1975 in Official Records Book 817, Page 1120, as further conveyed by Warranty Deed recorded 1, 1976 in Official Records Book 854, Page 1237, Warranty Deed recorded January 10, 1980 in Official Records Book 1046, Page 1565, Quit Claim Deed recorded February 20, 1986 in Official Records Book 1482, Page 121 and Quit Claim Deed recorded April 7, 2008 in Official Records Book 7805, Page 785, re-recorded June 3, 2008 in Official Records Book 7851, Page 1836. (as to Parcel 3)
5. Matters of Survey.

PREPARED BY AND RETURN TO:  
Christopher S. Furlong, Esquire  
2959 First Avenue North  
St Petersburg, FL 33713

TAX PARCEL ID. NOS.: 18-25-21-0000-00400-0000;  
07-25-21-0000-01400-0000; 18-25-21-0000-00100-0000

CONSIDERATION: \$11,983,000.00  
DOCUMENTARY STAMP TAX: \$83,881.00

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made this 21st day of December, 2021, between WILL PICK, LLC, a Florida limited liability company, whose address is P.O. Box 1165, Dade City, FL 33525-1165 (the "Grantor") and HARRISVOPH, LLC, a Florida limited liability company, as to an undivided one-half (1/2) interest, and GALVIN VOPH, LLC, a Florida limited liability company and GALVIN LAND INVESTMENTS, LLC, a Florida limited liability company, jointly as to a undivided one-half (1/2) interest, together as tenants in common, whose address is 121 Snell Isle Blvd. NE, St. Petersburg, FL 33704 (the "Grantee"). Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors of assigns of corporations, trust and trustees.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, transfer and convey to Grantee, and Grantee's heirs and assigns forever, fee simple title to and ownership of the land situate, lying and being in Pasco County, Florida, as described upon **Exhibit "A"** attached hereto and made a part hereof, subject only to all title matters listed upon **Exhibit "B"** attached hereto and made a part hereof, the general lien to secure payment of taxes for the year 2022 and all subsequent years, and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land, subject to the matters set forth above, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES

WILL PICK, LLC, a Florida limited liability company

[Signature]  
Signature  
Ryan J. McConnell  
Printed Name

By: Pickens C. Price  
Pickens C. Price, Manager

[Signature]  
Signature  
Jessica Perez  
Printed Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or. [] online notarization, this 16<sup>th</sup> day of December, 2021 by Pickens C. Price, as Manager of Will Pick, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced ( ) as identification.

My Commission Expires:

[Signature]  
Notary Public



RYAN J. MCCONNELL  
Commission # GG 947929  
Expires March 2, 2024  
Bonded Thru Budget Notary Services

**EXHIBIT "A" TO DEED**  
**Legal Description of Property**

**PARCEL 4: (Prospect Grove)**

The East 1/2 of the Northwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way.

And

The Southeast 1/4 of the Southwest 1/4 of Section 7, Township 25 South, Range 21 East, Pasco County, Florida.

**PARCEL 5: (Rowena Grove)**

The South 1/2 of the Northeast 1/4 and the South 10 feet of the North 1/2 of the Northeast 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way.

**PARCEL 6: (Sugar Loaf Grove)**

The Northeast 1/4 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of Section 18, Township 25 South, Range 21 East, Pasco County, Florida. Less and Except road right-of-way.

Also, Less and Except: Commence at the Southwest corner of said Section 18, Township 25 South, Range 21 East, Pasco County, Florida, for Point of Beginning, thence North 1,326 feet; thence East 340 feet; thence North 1,309 feet to right-of-way of 579A a/k/a Prospect Road; thence East 45 feet; thence South 1,463 feet; thence East 5 feet; thence South 72 degrees East 128 feet; thence South 2 degrees East 338 feet; thence South 75 degrees East 271 feet; thence South 88 degrees East 341 feet; thence South 47 degrees East 233 feet; thence South 76 degrees East 362 feet; thence South 466 feet; thence South 89 degrees West 1,682 feet to Point of Beginning.

Also, Less and Except: A portion of Section 18, Township 25 South, Range 21 East, Pasco County, Florida, being further described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 18, thence along the South line of said Section 18, South 89°39'33" West a distance of 17.26 feet to the maintained right-of-way line of Handcart Road, as recorded in R/W Map Book 2, Page 279, of the Public Records of Pasco County, Florida, said point also being the Point of Beginning; thence continue South 89°39'33" West a distance of 32.74 feet to a point on the proposed right-of-way line of Handcart Road; thence along said proposed right-of-way line North 00°18'34" East a distance of 2,598.34 feet; thence North 44°45'07" West a distance of 42.38 feet to the Southerly right-of-way line of Prospect Road; thence along said right-of-way line South 89°48'48" East a distance of 40.44 feet to a point on the said maintained right-of-way line of Handcart Road; thence along said maintained right-of-way line the following 9 courses and distances: 1) South 35°41'05" East a distance of 28.35 feet; 2) South 01°17'56" East a distance of 243.00 feet; 3) South 00°22'03" West a distance of 315.68 feet; 4) South 00°20'52" West a distance of 312.09 feet; 5) South 00°24'12" West a distance of 320.45 feet; 6) South 00°24'37" West a distance of 304.98 feet; 7) South 00°24'23" West a distance of 600.73 feet; 8) South 00°03'54" West a distance of 298.03 feet; 9) South 00°15'55" West a distance of 210.19 feet to the Point of Beginning.

Also, Less and Except: A parcel of land lying in Section 18, Township 25 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18, run thence along the East boundary thereof, S 00°19'03" W, a distance of 7.19 feet to a point on the Southerly right-of-way line of PROSPECT ROAD, (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A) (R.P.B. 1, Pg. 107), said point also being the POINT OF BEGINNING; thence along said Southerly right-of-way line the following two (2) courses: 1) N 89°48'38" E, a distance of 118.16 feet; 2) S 89°49'07" E, a distance of 43.14 feet; thence departing said Southerly right-of-way line, S 00°19'03" W, a distance of 1315.69 feet to a point on the South boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence along said South boundary, S 89°43'56" W, a distance of 161.31 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 18; thence along the East boundary thereof, N 00°19'03" E, a distance of 1316.19 feet to the POINT OF BEGINNING.

**EXHIBIT "B" TO DEED**  
**LIST OF TITLE MATTERS**

1. Easement in favor of the State of Florida Department of Transportation for the use and benefit of the State Road Department recorded January 3, 1956 in Official Records Book 37, Page 574.
2. Easement in favor of Tampa Electric Company, a Florida corporation, recorded July 23, 1957 in Official Records Book 74, Page 599. (as to Parcel 4)
3. Matters of Survey.

PREPARED BY AND RETURN TO:

Christopher S. Furlong, Esquire  
2959 First Avenue North  
St Petersburg, FL 33713

TAX PARCEL ID. NO.:  
13-25-20-0000-00600-0000

CONSIDERATION: \$11,598,125.00  
DOCUMENTARY STAMP TAX: \$81,197.40

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made this 2<sup>nd</sup> day of October 2023, between EVANS PROPERTIES, INC., a Florida corporation, whose address is 660 Beachland Boulevard, Suite 301, Vero Beach, FL 32963 (the "Grantor") and PROSPECT ROAD LAND INVESTMENTS II, LLC, a Florida limited liability company and HARRIS PROSPECT ROAD LAND INVESTMENTS II, LLC, a Florida limited liability company, whose address is 121 Snell Isle Blvd. NE, St. Petersburg, FL 33704 (collectively the "Grantee"). Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors of assigns of corporations, trust and trustees.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, transfer and convey to Grantee, and Grantee's heirs and assigns forever, fee simple title to and ownership of the land situate, lying and being in Pasco County, Florida, as described upon **Exhibit "A"** attached hereto and made a part hereof, subject only to all title matters listed upon **Exhibit "B"** attached hereto and made a part hereof, the general lien to secure payment of taxes for the year 2023 and all subsequent years, and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land, subject to the matters set forth above, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES

EVANS PROPERTIES, INC., a Florida corporation

Derek Wells  
Signature  
DEREK WELLS  
Printed Name

By: Ronald L Edwards  
Ronald L. Edwards, President

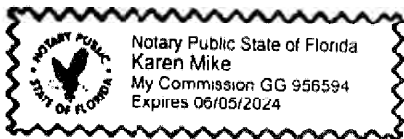
Sherran Slic  
Signature  
Sherran Slic  
Printed Name

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of October 2023 by Ronald L. Edwards, President of Evans Properties, Inc., a Florida corporation, on behalf of the corporation. He  is personally known to me or  has produced ( ) as identification.

My Commission Expires: 6/15/2024

Karen Mike  
Notary Public Karen Mike



**EXHIBIT "A" TO DEED**  
**LEGAL DESCRIPTION OF PROPERTY**

A parcel of land lying in Section 13, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as:

BEGIN at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North 89°55'55" West along the South line of the Southeast 1/4 of said Section 13, a distance of 2645.39 feet to the Southwest corner of Southeast 1/4 of said Section 13; thence North 89°58'17" West along the South line of the Southwest 1/4 of said Section 13, a distance of 1324.69 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 13; thence departing said South line run North 00°53'04" East along the West line of the East 1/2 of the Southwest 1/4 of said Section 13, a distance of 1988.80 feet to the Northwest corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence South 89°56'24" East along the North line of said South 1/2 of the Northeast 1/4 of the Southwest 1/4, a distance of 1317.52 feet to the Northeast corner of said South 1/2 of the Northeast 1/4 of the Southwest 1/4; thence North 00°40'42" East along the West line of the Southeast 1/4 of said Section 13, a distance of 636.89 feet to the Southerly Right of Way line of Prospect Road (F.D.O.T. Right of Way Section No. 1451-151 State Road Nos. S-579 & S-579-A (R.P.B. 1, Page 107); thence run along said Southerly Right of Way line the following three (3) courses: 1) South 89°51'52" East, 1331.68 feet; 2) thence South 89°49'22" East, 986.28 feet to the beginning of a tangent curve concave Northerly having a radius of 17218.75 feet, a chord bearing of North 89°39'32" East, a chord length of 311.53 feet; 3) thence run along the arc of said curve through a central angle of 01°02'12", an arc length of 311.53 feet to the East line of the Southeast 1/4 of said Section 13; thence departing said Southerly Right of Way line run South 00°19'52" West along said East line, 2623.52 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

(PARCEL C-2)

A parcel of land lying in Section 13, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as:

Commence at the Southeast corner of Section 13, Township 25 South, Range 20 East, Pasco County, Florida; thence North 89°55'55" West along the South line of the Southeast 1/4 of said Section 13, a distance of 2127.37 feet; thence departing said South line run North 00°00'00" West, 95.03 feet to the POINT OF BEGINNING; thence continue North 00°00'00" East, 419.57 feet to the beginning of a tangent curve concave Easterly having a radius of 1275.00 feet, a chord bearing of North 05°26'16" East, a chord length of 241.64 feet; thence run along the arc of said curve through a central angle of 10°52'31", an arc length of 242.01 feet; thence North 90°00'00" West, 656.73 feet; thence South 00°00'00" West, 659.50 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet, a chord bearing of South 44°59'08" East, a chord length of 35.35 feet; thence run along the arc of said curve through a central angle of 89°58'17", an arc length of 39.26 feet; thence South 89°58'17" East, 90.89 feet; thence South 89°55'55" East, 492.92 feet to the beginning of a tangent curve concave Northerly having a radius of 25.00 feet, a chord bearing of North 45°02'03" East, a chord length of 35.38 feet; thence run along the arc of said curve through a central angle of 90°04'05", an arc length of 39.30 feet to the POINT OF BEGINNING.

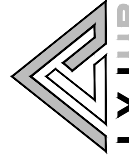
**EXHIBIT "B" TO DEED**  
**LIST OF TITLE MATTERS**

1. Easement in favor of the Tampa Electric Company, a Florida corporation recorded June 18, 1980 in Official Records Book 1072, Page 734, of the Public Records of Pasco County, Florida.

# EXHIBIT 6



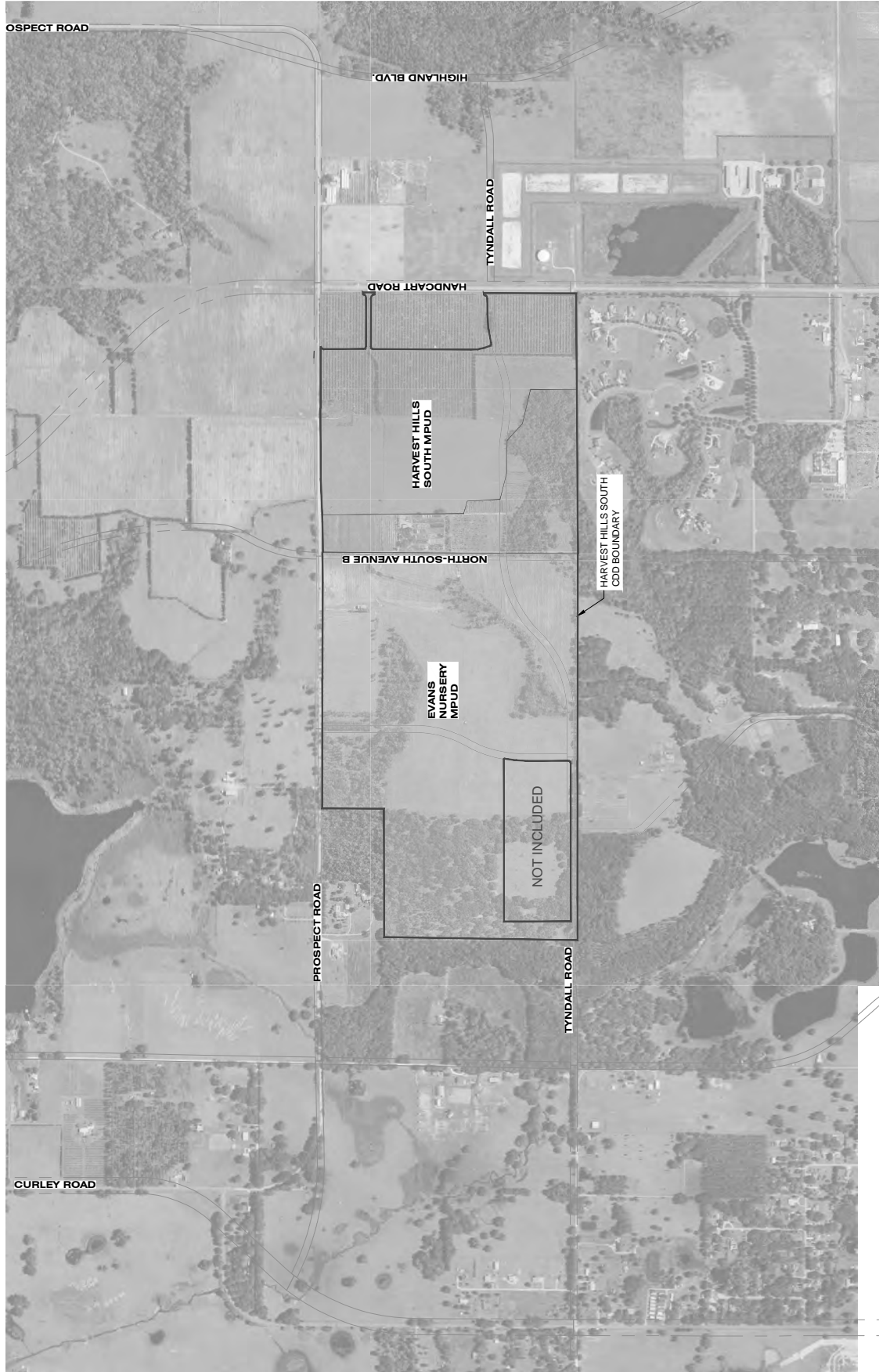
LEVELUP  
CONSULTING, LLC



505 E. JACKSON STREET  
SUITE 200  
TAMPA, FLORIDA 33602  
OFFICE: 813-75-0616  
WWW.LEVELUPFLORIDA.COM

PROJECT No. 204-01-E05

SHEET 1 of 1

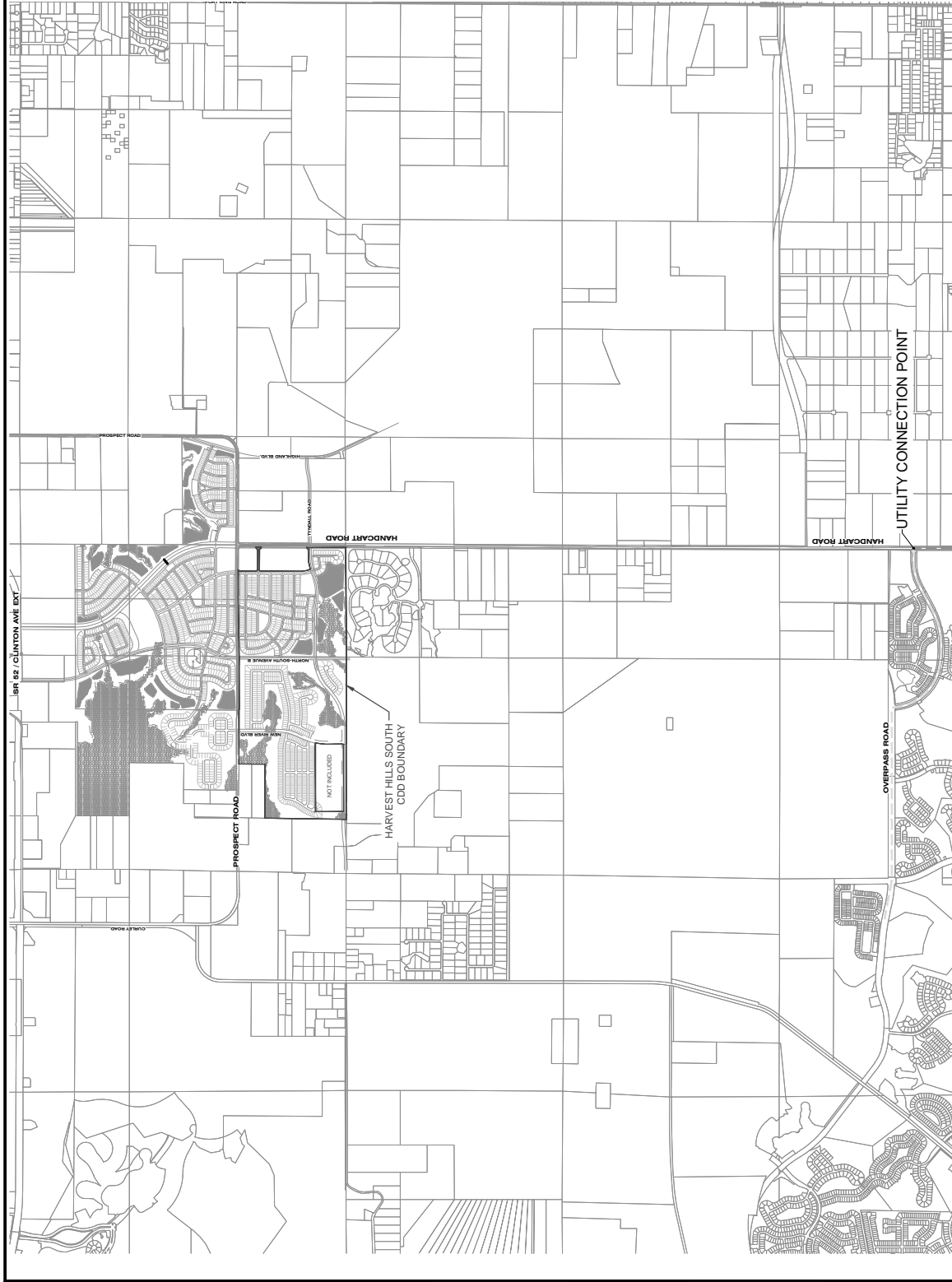


DRAWING TITLE:  
CDD OVERLAY MAP

PROJECT NAME:  
**HARVEST HILLS SOUTH**

PREPARED FOR:  
GALVIN LAND SERVICES

# EXHIBIT 7



**LEGEND**

- 6" EXISTING FORCE MAIN
- - - 8" EXISTING FORCE MAIN

**LEVELUP CONSULTING, LLC**



505 E. JACKSON STREET  
SUITE 200  
TAMPA, FLORIDA 33602  
OFFICE: 813-375-0616  
WWW.LEVELUPFLORIDA.COM



**PROJECT No. 204-01-E05**

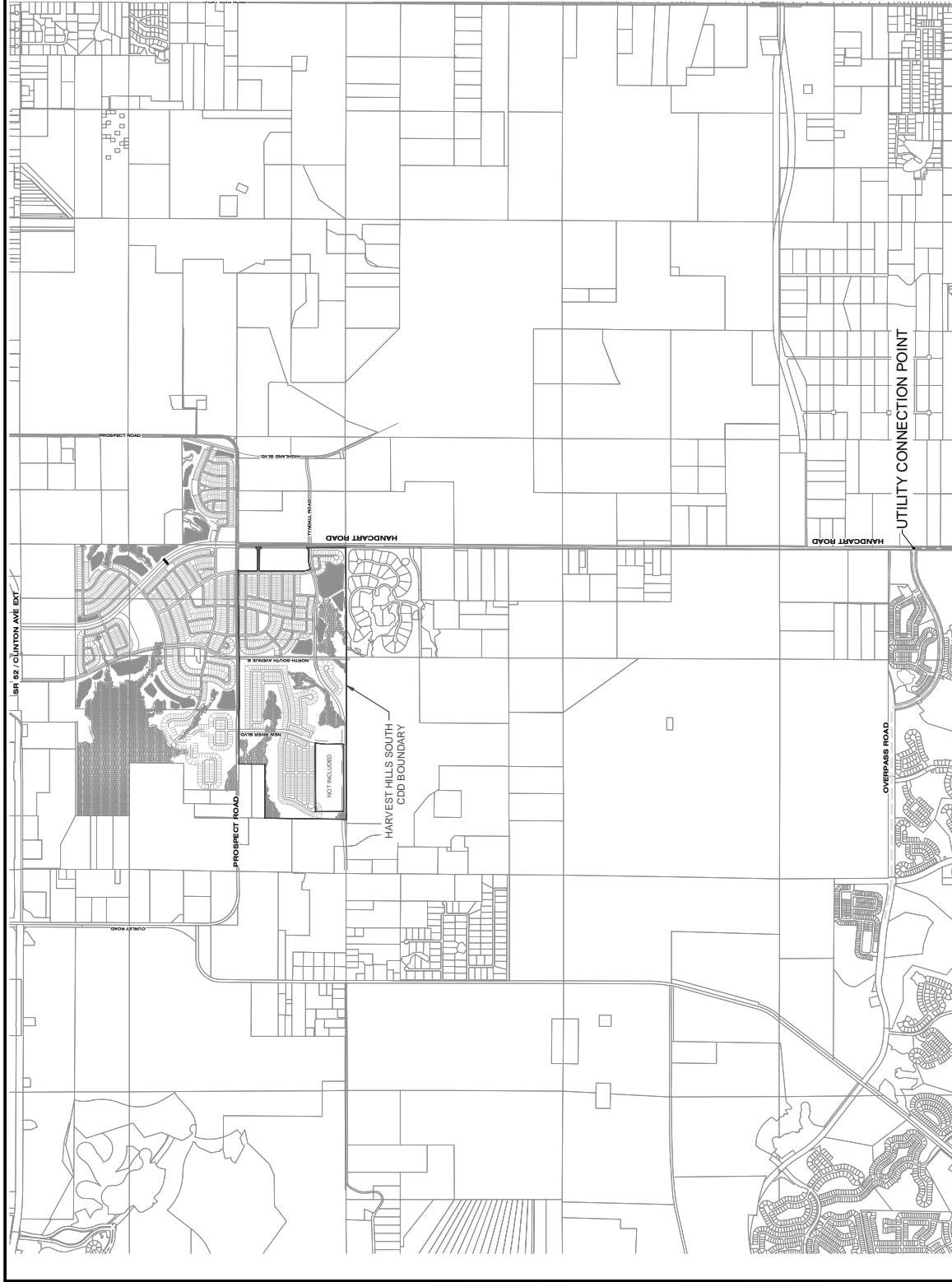
**SHEET 1 of 1**

**DRAWING TITLE:  
UTILITY MAP - SEWER**

**PROJECT NAME:  
HARVEST HILLS SOUTH**

**PREPARED FOR:  
GALVIN LAND SERVICES**

T:\PROJECTS\01 CVR\Harvest Hills\Map\204-01-E05 CDD Enhancement Plan\204-01-E05-01-UM-Map (Sewer).dwg



**LEGEND**

- 16" EXISTING WATER MAIN
- - - 12" EXISTING WATER MAIN

**LEVELUP CONSULTING, LLC**



505 E. JACKSON STREET  
SUITE 200  
TAMPA, FLORIDA 33602  
OFFICE: 813-375-0616  
WWW.LEVELUPFLORIDA.COM



PROJECT No. 204-01-E05

SHEET 1 of 1

DRAWING TITLE:  
UTILITY MAP - WATER

PROJECT NAME:  
**HARVEST HILLS SOUTH**

PREPARED FOR:  
GALVIN LAND SERVICES

# EXHIBIT 8

**HARVEST HILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**PROPOSED FACILITIES & ESTIMATED COSTS**

Improvements	Estimated Cost	Funded By	O&M Maintenance Entity
Master Earthwork related to roads/public improvements	\$950,161.44	CDD	CDD
Intersection Improvements			
Handcart/Prospect (Signal)	\$375,000.00	CDD	COUNTY
Handcart/Tyndall (Signal)	\$650,000.00	CDD	COUNTY
Prospect/On-site Road (H/M)	\$0	CDD	COUNTY
Prospect/On-site Road (I/N)	\$0	CDD	COUNTY
Prospect/On-site Road (J)	\$0	CDD	COUNTY
Prospect/On-site Road (K)	\$0	CDD	COUNTY
6' Wall	\$752,647.33	CDD	CDD
Enhanced Landscaping/Irrigation	\$1,709,154.01	CDD	CDD
Electric/Conduit	\$1,709,154.01	CDD	CDD
Onsite Lift Station	\$2,050,984.82	CDD	COUNTY
Entry Monuments	\$1,281,865.51	CDD	CDD
Amenity/Parks	\$2,563,731.02	CDD	CDD
On-site Roads (Neighborhood Rds)	\$19,533,066.64	CDD	CDD
Onsite Utilities	\$10,219,179.56	CDD	COUNTY
Soft Costs*	\$4,316,276.00	CDD	CDD
Contingency (15%)	\$6,981,491.42		
<b>Infrastructure Costs</b>	<b>\$53,027,903.40</b>		

1. This Cost Opinion has been put together using the VOPH Harvest Hills master plan dated June 2022, and is based on pricing from projects of similar size and configuration.
2. This Cost Opinion includes contractor mobilization, layout, survey, as-builts and associated costs with starting, progressing and finalizing the project.
3. This Cost Opinion does not include:
  - a. Any relocation or mitigation of any species;
  - b. Any impacts fees or similar costs;
  - c. Any remediation costs;
  - d. Any bridges;
  - e. Any right of way acquisition costs; or
  - f. Any other item not specifically labeled above.

4. No retaining walls or stems walls have been added to this Cost Opinion. It is assumed stem walls and retaining walls will be needed, but engineering will need to be completed to determine this scope of work and produce a cost estimate.
5. The Onsite Roads cost includes pavement, curbs, sidewalks, curb inlets and drainage pipes. This category does not include utility lines.
6. The Onsite Utilities include potable water, reclaimed water and sanitary sewer systems.
7. The District (or an HOA) will be responsible for the operation and maintenance of the sidewalks and landscaping within rights-of-way located within the boundaries of the District pursuant to Pasco County requirements.
8. Pasco County Utilities will only maintain lines in public rights-of-way or County-owned easements.
9. The Developer may alternatively elect to privately finance certain of the improvements above, and have an HOA own and operate such improvements instead of the District, in which case, such improvements would not be funded by the District.
10. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

# EXHIBIT 9



# EXHIBIT 10

# Harvest Hills South

## COMMUNITY DEVELOPMENT

### DISTRICT

Statement of  
Estimated Regulatory Costs

August 2, 2024



Provided by

*Wrathell, Hunt and Associates, LLC*

2300 Glades Road, Suite 410W

Boca Raton, FL 33431 Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

# STATEMENT OF ESTIMATED REGULATORY COSTS

## 1.0 Introduction

### 1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Harvest Hills South Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 332.118 +/- acres of land located within Pasco County (the "County") and is projected to contain approximately 1,172 residential dwelling units, which will make up the Harvest Hills South development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

***"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant" (emphasis added).***

### 1.2 Overview of the Harvest Hills South Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned residential development currently anticipated to contain a total of approximately 1,172 residential dwelling units. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Harvest Hills South.

### 1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Pasco County, according to Census 2020, has a population of 561,891; therefore, it is not defined as a small county for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
  - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
  - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

**2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 332.118 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1,172 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private

sector employment, and private sector investments.

**2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

**2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the County to offset any expenses that the County may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the County or the State.

**3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.**

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) Pasco County and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. Pasco County, Florida

The County and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the County. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the County as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 332.118 +/- acre master planned residential development currently anticipated to contain a total of approximately 1,172

residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 4,102 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

**4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.**

The County is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

**4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of Pasco County. Therefore, the County (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Pasco County, Florida

The proposed land for the District is located within Pasco County, Florida and consists of less than 2,500 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for governmental entities.

#### **4.2 Impact on State and Local Revenues**

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the County. By Florida law, debts of the District are strictly its own responsibility.

#### **5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.**

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$53,027,903.40. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

**Table 1**  
**HARVEST HILLS SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Proposed Facilities and Services**

<b>FACILITY</b>	<b>FUNDED BY</b>	<b>OWNED BY</b>	<b>MAINTAINED BY</b>
Master Earthwork related to roads/public improvements	CDD	CDD	CDD
Intersection Improvements	CDD	County	County
6' Wall	CDD	CDD	CDD
Enhanced Landscaping/Irrigation	CDD	CDD	CDD
Electric/Conduit	CDD	CDD	CDD
Onsite Lift Station	CDD	County	County
Entry Monuments	CDD	CDD	CDD
Amenity/Parks	CDD	CDD	CDD
On-site Roads (Neighborhood Rds)	CDD	CDD	CDD
Onsite Utilities	CDD	County	County
Soft Costs	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

**Table 2**  
**HARVEST HILLS SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Estimated Costs of Construction**

CATEGORY	COST
Master Earthwork related to roads/public improvements	\$950,161.44
Intersection Improvements	\$1,025,000.00
6' Wall	\$749,838.95
Enhanced Landscaping/Irrigation	\$1,709,154.01
Electric/Conduit	\$1,709,154.01
Onsite Lift Station	\$2,050,984.82
Entry Monuments	\$1,281,865.51
Amenity/Parks	\$2,563,731.02
On-site Roads (Neighborhood Rds)	\$19,533,066.64
Onsite Utilities	\$10,219,179.56
Soft Costs	\$4,316,276.00
Contingency (15%)	\$6,981,491.42
<b>Total</b>	<b>\$53,027,903.40</b>

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

#### **6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.**

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

Pasco County has a population of 561,891 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Harvest Hills South development will not produce any marginal effects that would be different from those that would have occurred if the Harvest Hills South development was developed without a community development district established by the County.

#### **7.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Harvest Hills South Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the County could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Harvest Hills South development. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Harvest Hills South development is a

significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish and administer a dependent special district, then the residents and landowners of the Harvest Hills South development would take their grievances and desires to the County Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a County-established, dependent special district is not strictly the County's responsibility, any financial problems that a dependent special district may have may reflect on the County. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

**8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.**

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Harvest Hills South Community Development District.

**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

<b>REPORT</b>	<b>FL. STATUTE CITATION</b>	<b>DATE</b>
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

# EXHIBIT 11

**AUTHORIZATION OF AGENT**

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, **Galvin-Harris Land Services, LLC**, with regard to any and all matters pertaining to the Petition to the Board of County Commissioners of Pasco County, Florida, to Establish the Harvest Hills South Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

**Witnessed:**

*Seth Bennett*  
Print Name: Seth Bennett

*Robert Noodstak*  
Print Name: ROBERT NOODSTAK

**GALVIN-HARRIS LAND SERVICES, LLC  
PETITIONER**

*Mike Galvin*  
By: MIKE GALVIN  
Its: MANAGER

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3 day of April, 2024, by Mike Galvin, as Manager of Galvin-Harris Land Services LLC, on its behalf. He  is personally known to me or  produced \_\_\_\_\_ as identification.



*Stacey Ann Gray*  
Notary Public, State of Florida



FLORIDA DEPARTMENT *of* STATE

**RON DESANTIS**  
Governor

**CORD BYRD**  
Secretary of State

March 12, 2025

Nikki Alvarez-Sowles, Esq.  
County Clerk and Comptroller  
Pasco County  
14236 6<sup>th</sup> Street, Suite 201  
Dade City, Florida 33523

Dear Nikki Alvarez-Sowles:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pasco County Ordinance No. 25-18, which was filed in this office on March 12, 2025.

Sincerely,

Alexandra Leijon  
Administrative Code and Register Director

AL/dp