



Rizzetta & Company

# **Waterset South Community Development District**

---

**Board of Supervisors' Meeting  
April 11, 2024**

**District Office:  
2700 S Falkenburg Rd.  
Suite 2745  
Riverview, FL 33578**

[www.watersetsouthcdd.org](http://www.watersetsouthcdd.org)

# **WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578

<b>District Board of Supervisors</b>	Amanda King Pete Williams Deneen Klenke Lynda McMorrow John Blakley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Ruben Durand	Rizzetta & Company, Inc.
<b>District Counsel</b>	Alyssa Willson	Kutak Rock LLP
<b>District Engineer</b>	Tim Plate	Heidt Design LLC

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**Board of Supervisors**  
**Waterset South Community**  
**Development District**

April 8, 2024

**REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterset South Community Development District will be held on **Thursday, April 11, 2024, at 9:00 a.m.** at the offices of **Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.**

**BOARD OF SUPERVISORS' MEETING:**

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. Aquatic Report .....Tab 1
  - B. Landscape and Irrigation
    - i. Presentation of Landscape Inspection Report .....(USC)
    - ii. Landscape Contractor Update.....(USC)
    - iii. Irrigation Contractor Update .....(USC)
  - C. District Counsel
  - D. District Engineer
  - E. District Manager
    - i. Presentation of 1<sup>st</sup> Quarter Website Audit.....Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of Resolution 2024-05;  
Authorizing the Disbursement of Funds .....Tab 3
  - B. Drainage Easement from NNP-Southbend II, LLC to the  
District Over a Portion of Lots 52 through 65, Block 33 of  
Waterset Wolf Creek Phase B .....Tab 4
  - C. Special Warranty Deed from NNP-Southbend II, LLC to  
Convey Unplatted Parcel East of Waterset Wolf Creek  
Phase G1 .....Tab 5
  - D. Bill of Sale from NNP-Southbend II, LLC to the District to  
Convey Intangible Personal Property  
Re: Unplatted Parcel East of Waterset Wolf Creek Phase G1.....Tab 6
  - E. Consideration of Phase G1 Landscape Maintenance Proposal...(USC)
  - F. Discussion on Non-Member User Fees
  - G. Ratification of Waterset South Supplemental IBA.....Tab 7
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors'  
Regular Meeting held on March 14, 2024.....Tab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 813-933-5571.

Sincerely,

*Ruben Durand*

Ruben Durand

District Manager



# Tab 1



# MONTHLY REPORT

APRIL, 2024





# WATERSET SOUTH CDD

WATERSET BLVD  
APOLLO BEACH, FL 33572  
23 PONDS

Stake Tomato Rd

Seb HVAC solutions

Gabriel Enterprises Consulting Group

Golden Nettle Dr

Roadstead Ct

Waterset Blvd

30th St NE

Covington Garden

Hidden Br Dr

Covington Garden Dr

Wolf Crk Dr

30th St NE

Jensen Vw Ave

Broad Fld Ave

Everlong Dr

Golden Bch Dr

30th St NE





Prepared for: Ruben Durand

Prepared By: Devon Craig

## SUMMARY:

Spring time is here. Air temperatures are warming up and as a result water temperatures are following especially on the smaller bodies of water. Prevent maintenance is being applied to slow down blooms as a result of the warmer water. Our maintenance teams goal is to stay ahead of these unsightly blooms as best as possible. Ponds are are a maintenance level and ready for summer.





Pond #16 Treated for Algae and Shoreline Vegetation.



Pond #22 Treated for Shoreline Vegetation.



Pond #21 Treated for Shoreline Vegetation.





Pond #17 Treated for Algae and Shoreline Vegetation.



Pond #19 Treated for Algae and Shoreline Vegetation.



Pond #14 Treated for Algae and Shoreline Vegetation.





Pond #10 Treated for Shoreline Vegetation.



Pond #9 Treated for Algae and Shoreline Vegetation.



Pond #20 Treated for Shoreline Vegetation.



## **Tab 2**





# Quarterly Compliance Audit Report

---

## Waterset South

**Date:** March 2024 - 1st Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

# Table of Contents

---

## **Compliance Audit**

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

## **Audit results**

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

## **Helpful information:**

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

---

# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

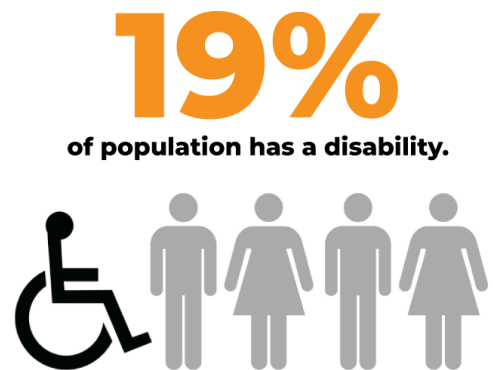
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
X	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This 'friendlier' language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>





## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## **Tab 3**

## RESOLUTION 2024-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2022-24 AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Waterset South Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida; and

**WHEREAS**, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish monthly, quarterly or other meeting dates, or may cancel scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the District previously adopted Resolution 2022-24, which authorized District Manager and Chairperson of the Board to disburse funds for payment of certain expenses of the District without prior approval of the Board; and

**WHEREAS**, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interest of the District, and necessary for the efficient conduct of District business, to amend and restate Resolution 2022-24 to establish a revised policy governing the disbursement of funds without prior approval by the Board, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**1. CONTINUING EXPENSES.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

**2. NON-CONTINUING EXPENSES.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets; or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District’s annual budget; or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$ \_\_\_\_\_ - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson’s absence).

**3. BOARD RATIFICATION.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

**4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of April, 2024.

**ATTEST:**

**WATERSET SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

## **Tab 4**



Consideration: \$10.00  
Documentary Stamps: \$.70

Prepared by and when  
recorded return to:

Jessica Paz Mahoney, Esq.  
MAHONEY LAW GROUP, P.A.  
2240 Belleair Road, Suite 210  
Clearwater, Florida 33764

## **DRAINAGE EASEMENT AGREEMENT**

THIS DRAINAGE EASEMENT AGREEMENT (“**Agreement**”) is made as of \_\_\_\_\_, 2024, by **NNP-SOUTHBEND II, LLC**, a Delaware limited liability company (the “**Grantor**”) whose address is 3162 South Falkenburg Road, Riverview, Florida 33578 Crescent Park Drive, Riverview, Florida 33578, and the **WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the “**CDD**”) whose address is c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, with reference to the following facts:

A. Grantor is the owner of certain real property described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Easement Area**”).

B. Grantor desires to grant to CDD an easement in, to and over the Easement Area for drainage purposes, and CDD desires to accept such easement as more particularly set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to CDD, its successors and assigns, a perpetual, non-exclusive easement (the “**Drainage Easement**”) on, over, under, upon and through the Easement Area, for drainage purposes. The Drainage Easement shall include associated rights of ingress and egress for CDD and its employees and contractors over the Easement Area for purposes of maintaining the Easement Area as provided in Section 2 below. CDD shall exercise the Drainage Easement in a reasonable manner and in compliance with all applicable laws, statutes, ordinances, rules, codes, regulations, permits and approvals (collectively, “**Permits and Laws**”).

3. Maintenance and Repair. CDD shall be responsible, at CDD’s sole cost and expense, for any required maintenance of the Easement Area in accordance with all Permits and Laws. Any maintenance performed by or on behalf of CDD within the Easement Area shall be performed in a good, workmanlike and lien-free manner.

4. Alteration; Removable Fence. Except as expressly permitted in this section and subject to the terms and conditions herein, Grantor is strictly prohibited from dumping, altering, obstructing or otherwise constructing any improvements in, the Easement Area, all of which may be removed or corrected by the CDD at the Grantor's cost and expense, to be repaid by Grantor to the CDD within thirty (30) days of written demand. CDD hereby grants Grantor the privilege and permission to install a removable fence within the Easement Area, subject to all applicable Permits and Laws, and subject to Section 5 of that certain Community Charter for Waterset recorded in O.R. Book 17830, Page 1218 of the Public Records of Hillsborough County, Florida. The privilege and permission granted herein is given to Grantor as an accommodation and is revocable by the CDD at any time. Grantor acknowledges the legal interest of the CDD in the Drainage Easement described above and agrees never to deny such interest or to interfere in any way with the CDD's use of the same. Grantor shall exercise the privilege granted herein at Grantor's own risk, and agrees that Grantor shall never claim any damages against the CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Grantor further acknowledges that, with prior written notice, the CDD may remove all, or any portion or portions, of the fence, at Grantor's expense, in order to repair or maintain the Easement Area, and that the CDD is not obligated to re-install the fence to its original location and is not responsible for any loss or damage to the fence, or its supporting structure as a result of such removal. Grantor agrees to and shall indemnify the CDD against any and all liability, costs, damage or expense resulting from Grantor's breach of this section.

5. "As-Is". The Drainage Easement is granted to and accepted by CDD in "AS IS" condition and without any warranty or representation, express or implied, by Grantor as to the condition or suitability for CDD's purposes or otherwise. CDD acknowledges that the Drainage Easement granted herein is subject to all easements, restrictions, reservations and other matters of record affecting title to the Drainage Easement.

6. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limitation of liability of CDD to the extent provided by Section 768.28, Florida Statutes, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

7. Covenants Running With the Land; Binding Effect. The rights and burdens created hereby shall constitute covenants running with the land, burdening the Easement Area, binding upon Grantor and its successors in title as to the Easement Area, and binding upon and inuring to the benefit of CDD and its successors and assigns (as to which CDD lawfully assigns its rights and obligations hereunder).

8. Amendment; Waiver. This Agreement may only be amended, modified or terminated by an instrument executed by all parties hereto, or their respective successors or assigns. No waiver of any provision hereof shall be effective unless done so in writing signed by the party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

9. Attorneys' Fees. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason

of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

10. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hillsborough County, Florida. This provision shall survive termination of this Agreement.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

12. No Third Party Beneficiaries; No Public Dedication. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The Drainage Easement granted hereby, and other terms and conditions of this Agreement, shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

13. Notices. Any notices to be delivered pursuant to this Agreement shall be delivered to the parties at the addresses set forth in the preamble of this Agreement or the mailing address of such party on file from time to time in the Property Appraiser's records. Any party may change its address for notice purposes by delivering written notice thereof to the other parties. Notices given under this Agreement shall be effective if delivered by hand, overnight courier service, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if sent by U.S. Mail or upon delivery if hand delivered and one (1) business day after deposit with any overnight courier service if sent in such manner.

*[Signature Pages Follow.]*

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

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

**GRANTOR:**

**NNP-SOUTHBEND II, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Len Jaffe, Vice President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Stamp Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

*[Signatures Continue on Following Page]*

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Rd.  
Riverview, FL 33578

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

**CDD:**

**WATERSET SOUTH COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government,  
organized and existing under Chapter 190,  
Florida Statues

By: \_\_\_\_\_  
Amanda King, Chairman of the Board of  
Supervisors

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Amanda King, as Chairman of the Board of Supervisors of Waterset South Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Stamp Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

**EXHIBIT "A"**

**EASEMENT AREA**

*[Legal description and sketch attached on the following three (3) pages.]*

Joinder, Consent and Subordination of Mortgagee

The undersigned being the owner and holder of that certain mortgage made and executed by NNP-SOUTHBEND II, LLC, a Delaware limited liability company, to SUBURBAN LAND RESERVE, INC., a Utah corporation, dated December 15, 2006, and recorded in Official Record Book 17285, Page 494, as modified by that certain Modification of Mortgage dated December 15, 2020 and recorded on December 17, 2020 as Instrument # 2020536246, as modified by that certain Modification of Mortgage dated December 15, 2021 and recorded on December 16, 2021 as Instrument #2021652650, as modified by that certain Modification of Mortgage dated December 15, 2022 and recorded on December 15, 2022 as Instrument #2022587586, as modified by that certain Modification of Mortgage dated December 5, 2023 and recorded December 5, 2023 as Instrument #2023548388, all of the Public Records of Hillsborough County, Florida (collectively, the “**SLR Mortgage**”), encumbering all or a portion of the Easement Area described herein, hereby joins in and consents to the Agreement to which this page is attached, and does further subordinate the lien and operation of the SLR Mortgage to Grantee’s rights under this Agreement, but not otherwise.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year set forth below.

**SUBURBAN LAND RESERVE, INC.,**  
a Utah corporation

By: \_\_\_\_\_  
Tyler Buswell, President

51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

STATE OF UTAH  
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, [ ] by means of physical presence or [ ] online notarization, by Tyler Buswell, as President of SUBURBAN LAND RESERVE, INC., a Utah corporation, on behalf of the corporation, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Affix Notary Seal:

Joinder, Consent and Subordination of Mortgage

The undersigned being the Mortgagee and holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by NNP-SOUTH BEND II, LLC, a Delaware limited liability company, as Mortgagor, and NASH FINANCING, LLC, a Delaware limited liability company, as Mortgagee dated December 30, 2011, and recorded January 4, 2012 in Official Records Book 20888, Page 216, as affected by that certain Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 28, 2017 in Official Records Book 25457, Page 531, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 21, 2020 in Instrument # 2020546423, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 17, 2021 in Instrument # 2021654447, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded February 18, 2022 in Instrument # 2022090764, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 16, 2022 in Instrument #2022589693, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 6, 2023 in Instrument #2023549053, all of the Official Records of Hillsborough County, Florida (collectively, the “**Mortgage**”), encumbering all or a portion of the Easement Area described herein, hereby joins in and consents to the Agreement to which this page is attached, and does further subordinate the lien and operation of the Mortgage to Grantee’s rights under this Agreement, but not otherwise.

*[Signature page follows.]*



IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_ day of \_\_\_\_\_, 2024.

MORTGAGEE:

NASH FINANCING, LLC,  
a Delaware limited liability company

By: North America Sekisui House, LLC,  
a Delaware limited liability company,  
its sole member

By: Sekisui House US Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Tatsuya Kaihara, Chief Financial Officer

Address:  
c/o North America Sekisui House, LLC  
2001 Jefferson Davis Highway, Suite 701  
Arlington, VA 22202

*“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”*

State of California     }  
                                      } ss.  
County of San Diego    }

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, \_\_\_\_\_,  
Notary Public, personally appeared Tatsuya Kaihara, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_, Notary Public  
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_ day of \_\_\_\_\_, 2024.

MORTGAGEE:

NASH FINANCING, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Authorized Signatory

Address:  
c/o North America Sekisui House, LLC  
2001 Jefferson Davis Highway, Suite 701  
Arlington, VA 22202

*“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”*

State of California     }  
  } ss.  
County of San Diego    }

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**WATERSET WOLF CREEK PHASE B  
LOTS 52 THROUGH 65 INCLUSIVE, BLOCK 33  
(CDD) DRAINAGE EASEMENT**

**DESCRIPTION:** That part of the Lots 52 through 65 inclusive, Block 33, according to the plat of WATERSET WOLF CREEK PHASE B, as recorded in Plat Book 146, Pages 7 through 28 inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 27, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Lot 52, Block 33 for a **POINT OF BEGINNING**, run thence along the Easterly boundary of the aforesaid Lots 52 through 54 inclusive, Block 33, S.09°49'00"E., 133.64 feet; thence along the Easterly boundary of the aforesaid Lots 54 through 57 inclusive, Block 33, S.12°20'52"E., 189.21 feet; thence along the Easterly boundary of the aforesaid Lots 57 through 61 inclusive, Block 33, S.20°16'26"E., 188.44 feet; thence along the Easterly boundary of the aforesaid Lots 61 through 65 inclusive, Block 33, S.28°38'35"E., 179.46 feet to the Easterlymost corner of said Lot 65, Block 33; thence along the Southeasterly boundary of said Lot 65, Block 33, S.40°00'00"W., 31.09 feet; thence N.47°54'58"W., 40.83 feet to a point on the common boundary between the aforesaid Lot 64 and said Lot 65, Block 33; thence N.25°00'00"W., 296.17 feet to a point on the common boundary between the aforesaid Lots 58 and 59, Block 33; thence N.11°26'21"W., 371.00 feet to a point on the Northerly boundary of the aforesaid Lot 52, Block 33; thence along said Northerly boundary of Lot 52, Block 33, N.66°13'10"E., 37.66 feet to the **POINT OF BEGINNING**.

Containing 0.585 acres, more or less.

**BASIS OF BEARINGS**

The Northerly boundary of Lot 52, Block 33, according to the plat of WATERSET WOLF CREEK PHASE B, as recorded in Plat Book 146, Pages 7 through 28 inclusive, of the Public Records of Hillsborough County, Florida, has a Grid bearing of N.66°13'10"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

**LEGEND:**

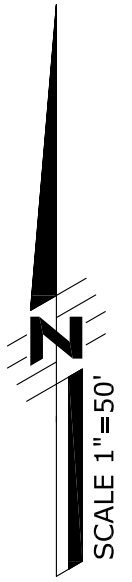
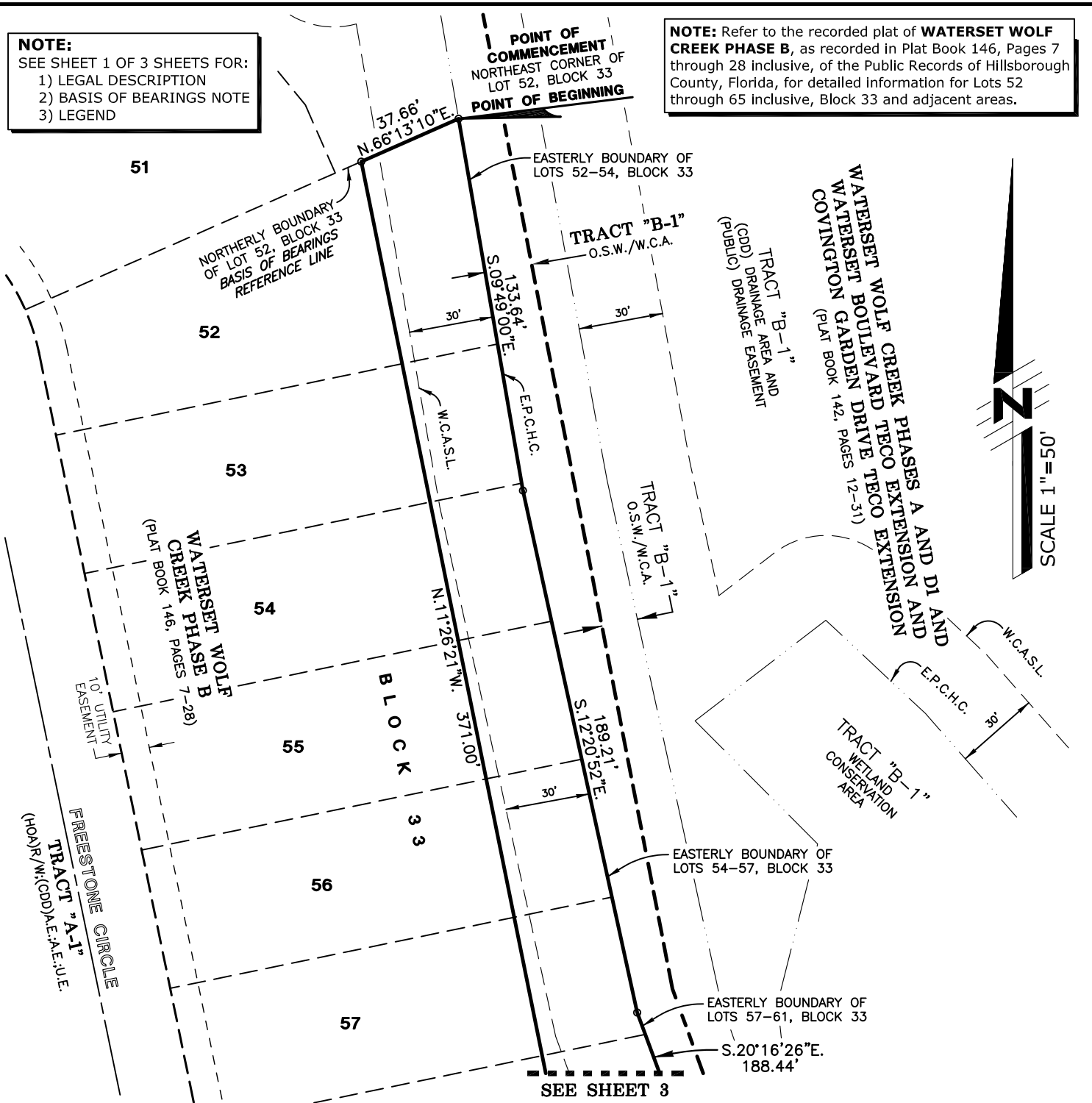
1. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
2. W.C.A.S.L. - Wetland Conservation Area Setback Line
3. O.S.W./W.C.A. - Other Surface Water/Wetland Conservation Area
4. (CDD) - Waterset South Community Development District
5. (HOA)R/W;(CDD)A.E.;A.E.;U.E. - (HOA) Right-of-Way;  
(CDD) Access Easement;Access Easement and Utility Easement

**WATERSET WOLF CREEK PHASE B  
LOTS 52 THROUGH 65, BLOCK 33  
(CDD) DRAINAGE EASEMENT**

	Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>		
	<b>DESCRIPTION SKETCH</b> (Not a Survey)		<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING <i>LICENSED BUSINESS NUMBER LB7778</i> 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>		Drawn: WFS   Checked: AWM   Order No.: AMI-WSN-WS-152
	REVISIONS		Date: 3-5-24   Dwg: WSET-WC PHB-52-65-BLK33-CDD-DE-DS.dwg
<b>SHEET NO. 1 OF 3 SHEETS</b>		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER	File Path: P:\Waterset\Wolf Creek\Description\B2 CDD DE Lots 52-65 Blk 33 SECTION 27, TOWNSHIP 31 SOUTH, RANGE 19 EAST

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

**NOTE:** Refer to the recorded plat of **WATERSET WOLF CREEK PHASE B**, as recorded in Plat Book 146, Pages 7 through 28 inclusive, of the Public Records of Hillsborough County, Florida, for detailed information for Lots 52 through 65 inclusive, Block 33 and adjacent areas.

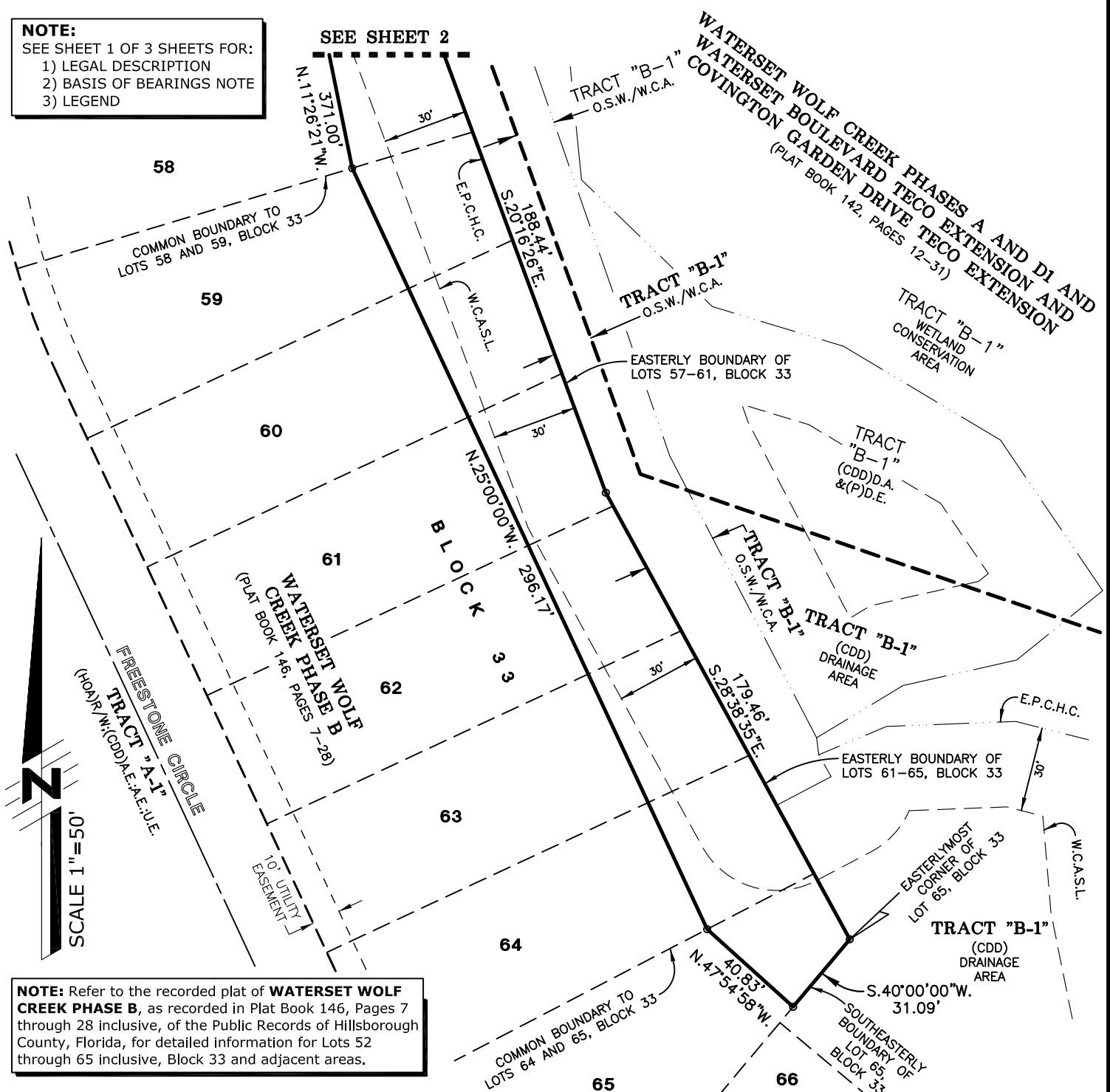


**WATERSET WOLF CREEK PHASE B  
 LOTS 52 THROUGH 65, BLOCK 33  
 (CDD) DRAINAGE EASEMENT**

Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>	
<b>DESCRIPTION SKETCH</b> (Not a Survey)	
<b>SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.</b>	
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>	
<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	
Drawn: WFS	Checked: AWM
Date: 3-5-24	Dwg: WSET-WC PHB-52-65-BLK33-CDD-DE-DS.dwg
SECTION 27, TOWNSHIP 31 SOUTH, RANGE 19 EAST	

No.	Date	Description	Dwn.
<b>REVISIONS</b>			
<b>SHEET NO. 2 OF 3 SHEETS</b>			

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



**NOTE:** Refer to the recorded plat of **WATERSET WOLF CREEK PHASE B**, as recorded in Plat Book 146, Pages 7 through 28 inclusive, of the Public Records of Hillsborough County, Florida, for detailed information for Lots 52 through 65 inclusive, Block 33 and adjacent areas.

## WATERSET WOLF CREEK PHASE B LOTS 52 THROUGH 65, BLOCK 33 (CDD) DRAINAGE EASEMENT

Prepared For: **NNP-SOUTHBOUND II, LLC**

**DESCRIPTION SKETCH**  
(Not a Survey)

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

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

**AMERRITT, INC.**

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 3 OF 3 SHEETS</b>			

Drawn: WFS    Checked: AWM    Order No.: AMI-WSN-WS-152

Date: 3-5-24    Dwg: WSET-WC PHB-52-65-BLK33-CDD-DE-DS.dwg

File Path: P:\Waterset\Wolf Creek\Description\B2 CDD DE Lots 52-65 Blk 33

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

SECTION 27, TOWNSHIP 31 SOUTH, RANGE 19 EAST

## **Tab 5**

Consideration: \$10.00  
Documentary Stamps: \$.70

*Prepared by and after recording return to:*

Jessica Paz Mahoney, Esq.  
MAHONEY LAW GROUP, P.A.  
2240 Belleair Road, Suite 210  
Clearwater, Florida 33764

Portion of Folio #s.: 054172-0000 & 054244-0025

**SPECIAL WARRANTY DEED**

(Unplatted Land East of Waterset Wolf Creek Phase G1 and 30th Street Phase G1)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **NNP-SOUTHBEND II, LLC**, a Delaware limited liability company (“**Grantor**”), whose address is 3162 South Falkenburg Road, Riverview, Florida 33578, in favor of **WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578.

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

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

TO HAVE AND TO HOLD the Property, together with the tenements hereditaments and appurtenances thereunto appertaining, unto Grantee, its successors and assigns, in fee simple forever. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

This conveyance is made subject to: (a) taxes for the year 2024 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (c) all easements, covenants, conditions, restrictions, reservations and other matters of record.

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

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

*[Signatures Begin on Following Page]*

*[Grantor's Signature Page to Special Warranty Deed]*

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

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

**NNP-SOUTHBEND II, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

By: \_\_\_\_\_  
Len Jaffe, Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Print or Stamp Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

*[Signatures Continued on Following Page]*



**ACCEPTED BY GRANTEE:**

Signed, sealed and delivered  
in the presence of:

**WATERSET SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special purpose government, organized and existing  
under Chapter 190, Florida Statutes

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

By: \_\_\_\_\_  
Amanda King, Chairman of the Board of  
Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 3162 South Falkenburg Road  
Riverview, Florida 33578

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Amanda King, as Chairman of the Board of Supervisors of Waterset South Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Print or Stamp Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

**Exhibit A**

**Property**

(Unplatted Land East of Waterset Wolf Creek Phase G1 and 30th Street Phase G1)

*[Legal description and sketch attached on the following six (6) pages.]*

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(Area East of Phase G1 and 30th Street Phase G1)**

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

**COMMENCE** at the Northeast corner of said Section 34 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Section 34, S.00°33'49"W., 1580.26 feet; thence WEST, 545.17 feet; thence N.53°30'00"W., 178.57 feet to a point on the Easterly boundary of WATERSET WOLF CREEK PHASE G1 AND 30<sup>TH</sup> STREET PHASE G1, as recorded in Plat Book 144, Pages 184 through 201 inclusive, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of WATERSET WOLF CREEK PHASE G1 AND 30<sup>TH</sup> STREET PHASE G1, the following three (3) courses: 1) N.36°30'00"E., 318.00 feet to a point of curvature; 2) Northerly, 1290.96 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 35°52'17" (chord bearing N.18°33'51"E., 1269.98 feet) to a point of tangency; 3) N.00°37'43"E., 608.04 feet to the Southeast corner of the right-of-way for 30th Street NE, according to the plat of WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION, as recorded in Plat Book 142, Pages 12 through 31 inclusive, of the Public Records of Hillsborough County, Florida, said point also being on the Southerly boundary of said WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION; thence along said Southerly boundary of WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION, S.89°22'17"E., 110.48 feet to a point on the East boundary of the Southeast 1/4 of the aforesaid Section 27; thence along said East boundary of the Southeast 1/4 of Section 27, S.00°36'55"W., 592.39 feet to the **POINT OF BEGINNING**.

Containing 569,390 square feet (13.071 acres), more or less.

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

	Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;"> <b>DESCRIPTION SKETCH</b> (Not a Survey)                 </td> <td style="width: 40%; text-align: center;"> <b>AMERRITT, INC.</b>                      LAND SURVEYING AND MAPPING                      LICENSED BUSINESS NUMBER LB7778                      3010 W. Azelee Street, Suite 150                      Tampa, FL 33609                      PHONE (813) 221-5200                 </td> </tr> <tr> <td style="width: 60%;">                 Arthur W. Merritt                  FLORIDA PROFESSIONAL SURVEYOR &amp; MAPPER NO. <u>4498</u> </td> <td style="width: 40%;">                 Drawn: VBR    Checked: JLS    Order No.: AMI-WSN-WS-152                  Date: 03/14/24    Dwg: CDD Conv Parcel East of G1-DS.dwg                  File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1             </td> </tr> </table>	<b>DESCRIPTION SKETCH</b> (Not a Survey)	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <u>4498</u>	Drawn: VBR    Checked: JLS    Order No.: AMI-WSN-WS-152 Date: 03/14/24    Dwg: CDD Conv Parcel East of G1-DS.dwg File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1
<b>DESCRIPTION SKETCH</b> (Not a Survey)	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200				
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <u>4498</u>	Drawn: VBR    Checked: JLS    Order No.: AMI-WSN-WS-152 Date: 03/14/24    Dwg: CDD Conv Parcel East of G1-DS.dwg File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 70%; text-align: center;">                 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER             </td> </tr> </table>		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER		
	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 70%; text-align: center;">                 SECTIONS 27 &amp; 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST             </td> </tr> </table>		SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST		
	SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 70%; text-align: center;">                 SHEET NO. 1 OF 6 SHEETS             </td> </tr> </table>		SHEET NO. 1 OF 6 SHEETS		
	SHEET NO. 1 OF 6 SHEETS				

**BASIS OF BEARINGS**

The East boundary of the Southeast 1/4 of Section 27, Township 31 South, Range 19 East, Hillsborough County, Florida, has a Grid bearing of S.00°36'55"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

**CARDINAL BEARING NOTE:**

Cardinal bearings where shown hereon shall be assumed to have the same bearings as follows:

- NORTH - N.00°00'00"E.
- SOUTH - S.00°00'00"W.
- EAST - N.90°00'00"E.
- WEST - N.90°00'00"W.

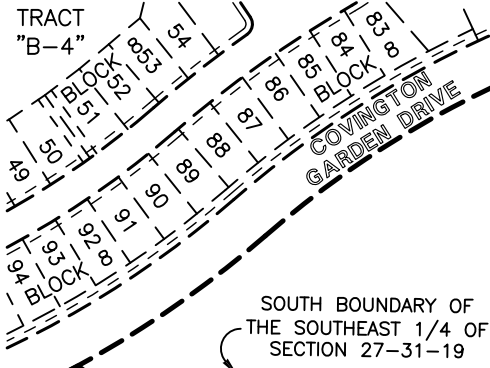
**LEGEND:**

- 1. D.B. - Deed Book
- 2. O.R. - Official Records Book

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

	Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>		
	<b>DESCRIPTION SKETCH</b> (Not a Survey)  <b>SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.</b>	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	
	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>	Drawn: VBR Date: 03/14/24	Checked: JLS Dwg: CDD Conv Parcel East of G1-DS.dwg Order No.: AMI-WSN-WS-152 File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1
		SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER			
<b>SHEET NO. 2 OF 6 SHEETS</b>			

**WATERSET WOLF CREEK PHASE D2**  
(PLAT BOOK 143, PAGES 145-160)



SOUTHERLY BOUNDARY OF WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION

SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 27-31-19

**SOUTHEAST 1/4 OF SECTION 27-31-19**  
**NORTHEAST 1/4 OF SECTION 34-31-19**

SCHOOL BOARD OF HILLSBOROUGH COUNTY  
(INSTRUMENT # 2023044308)

**WATERSET WOLF CREEK PHASE G1 AND 30TH STREET G1**  
(PLAT BOOK 144, PAGES 184-201)



SEE SHEET 4  
SEE SHEET 5

SEE SHEET 5  
SEE SHEET 6

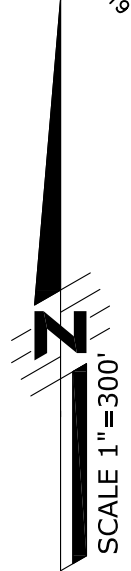
**SOUTHEAST 1/4 OF SECTION 27-31-19**  
**SOUTHWEST 1/4 OF SECTION 26-31-19**  
**NORTHEAST 1/4 OF SECTION 34-31-19**  
**NORTHWEST 1/4 OF SECTION 35-31-19**

TAMPA ELECTRIC COMPANY PROPERTY  
(O.R. 2493, PAGE 685)

TAMPA ELECTRIC COMPANY PROPERTY  
(O.R. 2646, PAGE 956)

COVINGTON GARDEN DRIVE  
WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION  
(PLAT BOOK 142, PAGES 12-31)

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST



**LOCATION MAP**

**WATERSET WOLF CREEK CDD CONVEYANCE PARCEL (AREA EAST OF PHASE G1 AND 30TH STREET PHASE G1)**

Prepared For: **NNP-SOUTHBOUND II, LLC**

**DESCRIPTION SKETCH**  
(Not a Survey)

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

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

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

Drawn: VBR	Checked: JLS	Order No.: AMI-WSN-WS-152
Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg	
File Path: P:\Waterset\Wolf Creek\Description\CDD Conv Parcel\East of G1		
SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST		

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 3 OF 6 SHEETS</b>			

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

**WATERSET  
WOLF CREEK  
PHASE D2**  
(PLAT BOOK 143,  
PAGES 145-160)

**COVINGTON GARDEN DRIVE**  
75' (PUBLIC) RIGHT-OF-WAY

**COVINGTON GARDEN DRIVE**  
75' (PUBLIC) RIGHT-OF-WAY

SOUTHERLY BOUNDARY OF  
WATERSET WOLF CREEK  
PHASES A AND D1 AND  
WATERSET BOULEVARD TECO  
EXTENSION AND COVINGTON  
GARDEN DRIVE TECO EXTENSION

SOUTHEAST CORNER OF  
THE RIGHT-OF-WAY FOR  
30TH STREET NE

SCHOOL BOARD OF  
HILLSBOROUGH COUNTY  
(INSTRUMENT # 2023044308)

**WATERSET WOLF CREEK PHASE G1  
AND 30TH STREET G1**  
(PLAT BOOK 144, PAGES 184-201)

**30TH STREET NE**  
(PUBLIC) RIGHT-OF-WAY

**30TH STREET NE**  
(PUBLIC) RIGHT-OF-WAY

EASTERLY BOUNDARY OF  
WATERSET WOLF CREEK PHASE G1  
AND 30TH STREET PHASE G1

S.89°22'17"E.  
110.48'

**SOUTHEAST 1/4 OF  
SECTION 27-31-19**

S.00°36'55"W.  
592.39'

**SOUTHWEST 1/4 OF  
SECTION 26-31-19**

EAST BOUNDARY OF  
THE SOUTHEAST 1/4 OF  
SECTION 27-31-19  
BASIS OF BEARINGS  
REFERENCE LINE

**WATERSET WOLF CREEK  
PHASES A AND D1 AND  
WATERSET BOULEVARD TECO  
EXTENSION AND  
COVINGTON GARDEN DRIVE  
TECO EXTENSION**  
(PLAT BOOK 142, PAGES 12-31)

100' TAMPA ELECTRIC  
COMPANY EASEMENT  
(D.B. 1765, PAGE 267)

**POINT OF BEGINNING**

**NOTE:**  
SEE SHEET 1 OF 6 SHEETS FOR:  
1) LEGAL DESCRIPTION  
SEE SHEET 2 OF 6 SHEETS FOR:  
1) LEGEND  
2) BASIS OF BEARINGS NOTE  
3) CARDINAL BEARING NOTE

C1  
Δ=35°52'17"  
R=2062.00  
T=667.43  
L=1290.96  
C=1269.98  
CB=N.18°33'51"E.

SOUTH BOUNDARY OF  
THE SOUTHEAST 1/4 OF  
SECTION 27-31-19

100' TAMPA ELECTRIC  
COMPANY EASEMENT  
(D.B. 1753, PAGE 2)

C1

S.00°33'49"W. 1580.26'

**NORTHEAST 1/4 OF  
SECTION 34-31-19**

S.00°33'49"W. 1580.26'

**NORTHWEST 1/4 OF  
SECTION 35-31-19**

EAST BOUNDARY OF  
THE NORTHEAST 1/4 OF  
SECTION 34-31-19

TAMPA ELECTRIC  
COMPANY PROPERTY  
(O.R. 2646, PAGE 956)

**POINT OF COMMENCEMENT**  
NORTHEAST CORNER OF  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST

SEE SHEET 5

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

Prepared For: **NNP-SOUTHBOUND II, LLC**

**DESCRIPTION SKETCH**  
(Not a Survey)

**AMERRITT, INC.**

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azelee Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

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

Arthur W. Merritt

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

Drawn: VBR Checked: JLS Order No.: AMI-WSN-WS-152

Date: 03/14/24 Dwg: CDD Conv Parcel East of G1-DS.dwg

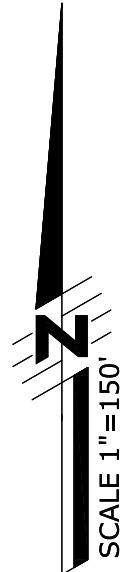
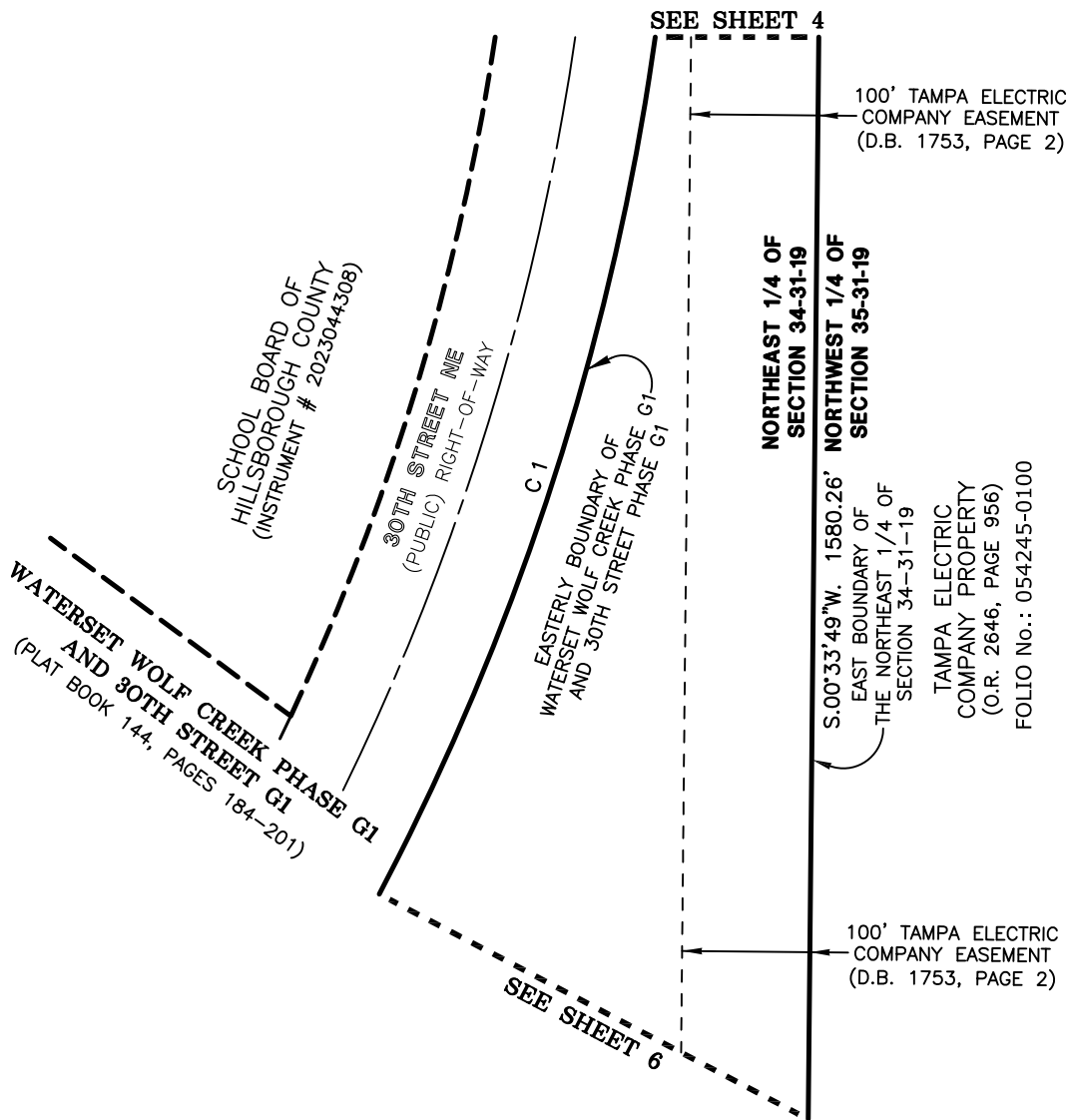
File Path: P:\WaterSet\Wolf Creek\Description\CDD Conv Parcel\East of G1

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST

No.	Date	Description	Dwn.
REVISIONS			

**SHEET NO. 4 OF 6 SHEETS**



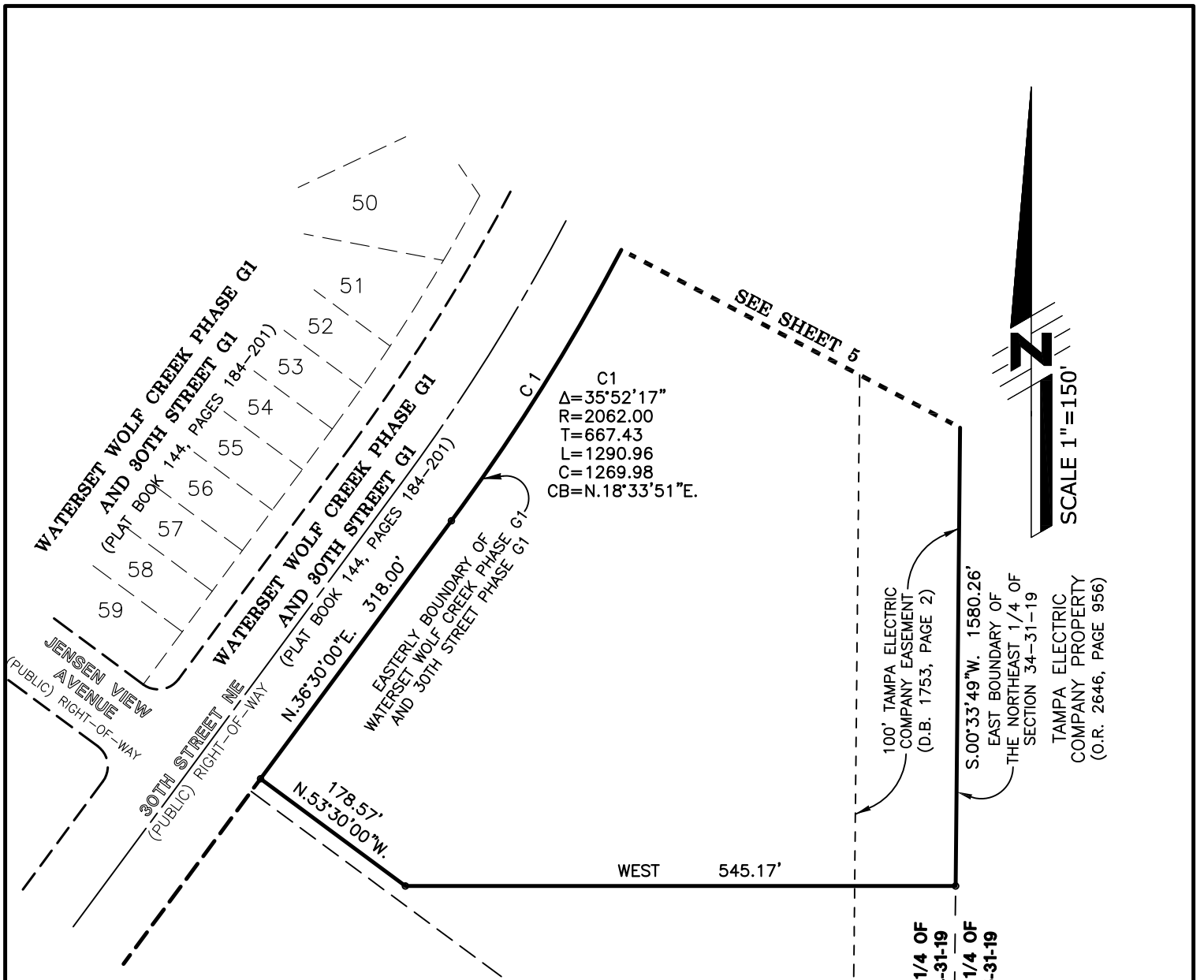
**NOTE:**  
 SEE SHEET 1 OF 6 SHEETS FOR:  
 1) LEGAL DESCRIPTION  
 SEE SHEET 2 OF 6 SHEETS FOR:  
 1) LEGEND  
 2) BASIS OF BEARINGS NOTE  
 3) CARDINAL BEARING NOTE

C1  
 $\Delta = 35^{\circ}52'17''$   
 $R = 2062.00$   
 $T = 667.43$   
 $L = 1290.96$   
 $C = 1269.98$   
 $CB = N.18^{\circ}33'51''E.$

**WATERSET WOLF CREEK  
 CDD CONVEYANCE PARCEL  
 (AREA EAST OF PHASE G1 AND 30TH  
 STREET PHASE G1)**

Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>													
<b>DESCRIPTION SKETCH</b> (Not a Survey)	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING <small>LICENSED BUSINESS NUMBER LB7778</small> 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200												
<b>SEE SHEET 1 FOR ELECTRONIC          SIGNATURE AND SEAL.</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Drawn: VBR</td> <td>Checked: JLS</td> <td>Order No.: AMI-WSN-WS-152</td> </tr> <tr> <td>Date: 03/14/24</td> <td>Dwg: CDD Conv Parcel East of G1-DS.dwg</td> <td></td> </tr> <tr> <td colspan="3">File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1</td> </tr> <tr> <td colspan="3" style="text-align: center;">SECTIONS 27 &amp; 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST</td> </tr> </table>	Drawn: VBR	Checked: JLS	Order No.: AMI-WSN-WS-152	Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg		File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1			SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST		
Drawn: VBR	Checked: JLS	Order No.: AMI-WSN-WS-152											
Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg												
File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1													
SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST													
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>													
<small>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER</small>													

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 5 OF 6 SHEETS</b>			



**NOTE:**  
 SEE SHEET 1 OF 6 SHEETS FOR:  
 1) LEGAL DESCRIPTION  
 SEE SHEET 2 OF 6 SHEETS FOR:  
 1) LEGEND  
 2) BASIS OF BEARINGS NOTE  
 3) CARDINAL BEARING NOTE

**WATERSET WOLF CREEK  
 CDD CONVEYANCE PARCEL  
 (AREA EAST OF PHASE G1 AND 30TH  
 STREET PHASE G1)**

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 6 OF 6 SHEETS</b>			

Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>		
<b>DESCRIPTION SKETCH</b> (Not a Survey)		<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING <small>LICENSED BUSINESS NUMBER LB7778</small> 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
<b>SEE SHEET 1 FOR ELECTRONIC          SIGNATURE AND SEAL.</b>		Drawn: VBR    Checked: JLS    Order No.: AMI-WSN-WS-152
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>		Date: 03/14/24    Dwg: CDD Conv Parcel East of G1-DS.dwg
<small>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER</small>		File Path: P:\Waterset\Wolf Creek\Description\CDD Conv Parcel\East of G1 SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST



## **Tab 6**

**BILL OF SALE**

(Unplatted Land East of Waterset Wolf Creek Phase G1 and 30th Street Phase G1)

KNOW ALL MEN BY THESE PRESENTS, that **NNP-SOUTHBEND II, LLC**, a Delaware limited liability company, whose address for purposes hereof is 3162 South Falkenburg Road, Riverview, Florida 33578 (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**District**”), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the “**Personal Property**”), to-wit:

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

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District’s own use forever, free and clear and discharged of and from any and all obligations, claims or liens to the extent arising under or through Grantor.

AND the Grantor does hereby represent and warrant to the District, its successors and assigns, that (a) Grantor has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property, pursuant to contracts with Grantor, have been paid in full, and (c) Grantor has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Grantor to the District, and the District hereby accepts the Personal Property, in its “as-is” condition.

*[Signatures Begin on Following Page]*

*[Grantor's Signature Page to Bill of Sale]*

IN WITNESS WHEREOF, Grantor has caused this instrument to be delivered in its name this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

**NNP-SOUTHBEND II, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Len Jaffe, Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Print or Stamp Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

*[Signatures Continue on Following Page]*

*[District's Signature Page to Bill of Sale]*

Signed, sealed and delivered  
in the presence of:

**DISTRICT:**

**WATERSET SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special purpose government, organized and  
existing under Chapter 190, Florida Statutes

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Amanda King, Chairman of the Board of  
Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Amanda King, as Chairman of the Board of Supervisors of Waterset South Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Print or Stamp Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

**Exhibit A**

**Personal Property**

All of Grantor's right, title and interest in and to all fixtures and improvements owned by Grantor (herein, the "**Fixtures and Improvements**") on, under or within the following described land (the "**Real Property**") in Hillsborough County, Florida, together with all of Grantor's right, title, interest and benefit in, to, and under, the following plans, reports and documents relating to the Fixtures and Improvements or the operation of the Fixtures and Improvements: (i) all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals; and (ii) all third party guaranties, affidavits, warranties, bonds, claims, lien waivers, indemnifications, and agreements given with respect to the construction, installation or composition of the Fixtures and Improvements:

**REAL PROPERTY**

(Unplatted Land East of Waterset Wolf Creek Phase G1 and 30th Street Phase G1)

*[Legal description and sketch attached on the following six (6) pages.]*

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(Area East of Phase G1 and 30th Street Phase G1)**

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

**COMMENCE** at the Northeast corner of said Section 34 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Section 34, S.00°33'49"W., 1580.26 feet; thence WEST, 545.17 feet; thence N.53°30'00"W., 178.57 feet to a point on the Easterly boundary of WATERSET WOLF CREEK PHASE G1 AND 30<sup>TH</sup> STREET PHASE G1, as recorded in Plat Book 144, Pages 184 through 201 inclusive, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of WATERSET WOLF CREEK PHASE G1 AND 30<sup>TH</sup> STREET PHASE G1, the following three (3) courses: 1) N.36°30'00"E., 318.00 feet to a point of curvature; 2) Northerly, 1290.96 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 35°52'17" (chord bearing N.18°33'51"E., 1269.98 feet) to a point of tangency; 3) N.00°37'43"E., 608.04 feet to the Southeast corner of the right-of-way for 30th Street NE, according to the plat of WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION, as recorded in Plat Book 142, Pages 12 through 31 inclusive, of the Public Records of Hillsborough County, Florida, said point also being on the Southerly boundary of said WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION; thence along said Southerly boundary of WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION, S.89°22'17"E., 110.48 feet to a point on the East boundary of the Southeast 1/4 of the aforesaid Section 27; thence along said East boundary of the Southeast 1/4 of Section 27, S.00°36'55"W., 592.39 feet to the **POINT OF BEGINNING**.

Containing 569,390 square feet (13.071 acres), more or less.

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

	Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>		
	<b>DESCRIPTION SKETCH</b> (Not a Survey)	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	
	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <u>4498</u>	Drawn: VBR Date: 03/14/24	Checked: JLS Dwg: CDD Conv Parcel East of G1-DS.dwg Order No.: AMI-WSN-WS-152 File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1 SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST
	REVISIONS <b>SHEET NO. 1 OF 6 SHEETS</b>	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER	

**BASIS OF BEARINGS**

The East boundary of the Southeast 1/4 of Section 27, Township 31 South, Range 19 East, Hillsborough County, Florida, has a Grid bearing of S.00°36'55"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

**CARDINAL BEARING NOTE:**

Cardinal bearings where shown hereon shall be assumed to have the same bearings as follows:

- NORTH - N.00°00'00"E.
- SOUTH - S.00°00'00"W.
- EAST - N.90°00'00"E.
- WEST - N.90°00'00"W.

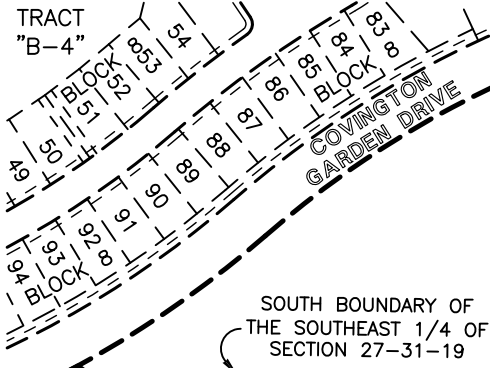
**LEGEND:**

- 1. D.B. - Deed Book
- 2. O.R. - Official Records Book

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

	Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>			
	<b>DESCRIPTION SKETCH</b> (Not a Survey)  <b>SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.</b>	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200		
	Arthur W. Merritt	Drawn: VBR	Checked: JLS	Order No.: AMI-WSN-WS-152
	FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <u>4498</u>	Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg	
	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER	File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1		
		SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST		
	<b>REVISIONS</b>			
	<b>SHEET NO. 2 OF 6 SHEETS</b>			

**WATERSET WOLF CREEK PHASE D2**  
(PLAT BOOK 143, PAGES 145-160)



SOUTHERLY BOUNDARY OF  
WATERSET WOLF CREEK  
PHASES A AND D1 AND  
WATERSET BOULEVARD TECO  
EXTENSION AND COVINGTON  
GARDEN DRIVE TECO EXTENSION

**SOUTHEAST 1/4 OF  
SECTION 27-31-19**  
**NORTHEAST 1/4 OF  
SECTION 34-31-19**

SCHOOL BOARD OF  
HILLSBOROUGH COUNTY  
(INSTRUMENT # 2023044308)

**WATERSET WOLF CREEK PHASE G1  
AND 30TH STREET G1**  
(PLAT BOOK 144, PAGES 184-201)



**LOCATION MAP**

**SOUTHEAST 1/4 OF  
SECTION 27-31-19**  
**SOUTHWEST 1/4 OF  
SECTION 26-31-19**

TAMPA ELECTRIC  
COMPANY PROPERTY  
(O.R. 2493, PAGE 685)

COVINGTON GARDEN DRIVE  
WATERSET WOLF CREEK  
PHASES A AND D1 AND  
WATERSET BOULEVARD  
TECO EXTENSION AND  
COVINGTON GARDEN  
DRIVE TECO EXTENSION  
(PLAT BOOK 142, PAGES 12-31)

30TH STREET NE

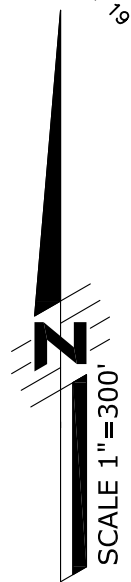
SEE SHEET 4  
SEE SHEET 5

**NORTHEAST 1/4 OF  
SECTION 34-31-19**  
**NORTHWEST 1/4 OF  
SECTION 35-31-19**

TAMPA ELECTRIC  
COMPANY PROPERTY  
(O.R. 2646, PAGE 956)

EAST BOUNDARY OF  
THE NORTHEAST 1/4 OF  
SECTION 34-31-19

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST



**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>	
<b>DESCRIPTION SKETCH</b> (Not a Survey)	
<b>SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.</b>	
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498	
<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	
Drawn: VBR	Checked: JLS
Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg
File Path: P:\Waterset\Wolf Creek\Description\CDD Conv Parcel\East of G1	
SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST	

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 3 OF 6 SHEETS</b>			



**WATERSET  
WOLF CREEK  
PHASE D2**  
(PLAT BOOK 143,  
PAGES 145-160)

**COVINGTON GARDEN DRIVE**  
75' (PUBLIC) RIGHT-OF-WAY

**COVINGTON GARDEN DRIVE**  
75' (PUBLIC) RIGHT-OF-WAY

SOUTHERLY BOUNDARY OF  
WATERSET WOLF CREEK  
PHASES A AND D1 AND  
WATERSET BOULEVARD TECO  
EXTENSION AND COVINGTON  
GARDEN DRIVE TECO EXTENSION

SOUTHEAST CORNER OF  
THE RIGHT-OF-WAY FOR  
30TH STREET NE

SCHOOL BOARD OF  
HILLSBOROUGH COUNTY  
(INSTRUMENT # 2023044308)

**WATERSET WOLF CREEK PHASE G1  
AND 30TH STREET G1**  
(PLAT BOOK 144, PAGES 184-201)

**30TH STREET NE**  
(PUBLIC) RIGHT-OF-WAY

**30TH STREET NE**  
(PUBLIC) RIGHT-OF-WAY  
N.00°37'43"E. (PUBLIC) RIGHT-OF-WAY

EASTERLY BOUNDARY OF  
WATERSET WOLF CREEK PHASE G1  
AND 30TH STREET PHASE G1

S.89°22'17"E.  
110.48'

**SOUTHEAST 1/4 OF  
SECTION 27-31-19**

S.00°36'55"W.  
592.39'

**SOUTHWEST 1/4 OF  
SECTION 26-31-19**

EAST BOUNDARY OF  
THE SOUTHEAST 1/4 OF  
SECTION 27-31-19  
BASIS OF BEARINGS  
REFERENCE LINE

**WATERSET WOLF CREEK  
PHASES A AND D1 AND  
WATERSET BOULEVARD TECO  
EXTENSION AND  
COVINGTON GARDEN DRIVE  
TECO EXTENSION**  
(PLAT BOOK 142, PAGES 12-31)

100' TAMPA ELECTRIC  
COMPANY EASEMENT  
(D.B. 1765, PAGE 267)

**POINT OF BEGINNING**

**NOTE:**  
SEE SHEET 1 OF 6 SHEETS FOR:  
1) LEGAL DESCRIPTION  
SEE SHEET 2 OF 6 SHEETS FOR:  
1) LEGEND  
2) BASIS OF BEARINGS NOTE  
3) CARDINAL BEARING NOTE

C1  
Δ=35°52'17"  
R=2062.00  
T=667.43  
L=1290.96  
C=1269.98  
CB=N.18°33'51"E.

SOUTH BOUNDARY OF  
THE SOUTHEAST 1/4 OF  
SECTION 27-31-19

100' TAMPA ELECTRIC  
COMPANY EASEMENT  
(D.B. 1753, PAGE 2)

C1

S.00°33'49"W. 1580.26'

**NORTHEAST 1/4 OF  
SECTION 34-31-19**

**NORTHWEST 1/4 OF  
SECTION 35-31-19**

EAST BOUNDARY OF  
THE NORTHEAST 1/4 OF  
SECTION 34-31-19

TAMPA ELECTRIC  
COMPANY PROPERTY  
(O.R. 2646, PAGE 956)

**POINT OF COMMENCEMENT**  
NORTHEAST CORNER OF  
SECTION 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST

SEE SHEET 5

**WATERSET WOLF CREEK  
CDD CONVEYANCE PARCEL  
(AREA EAST OF PHASE G1 AND 30TH  
STREET PHASE G1)**

Prepared For: **NNP-SOUTHBOUND II, LLC**

**DESCRIPTION SKETCH**  
(Not a Survey)

**AMERRITT, INC.**

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azelee Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

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

Arthur W. Merritt

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED  
DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

Drawn: VBR Checked: JLS Order No.: AMI-WSN-WS-152

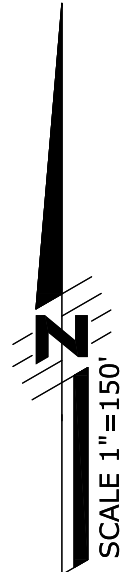
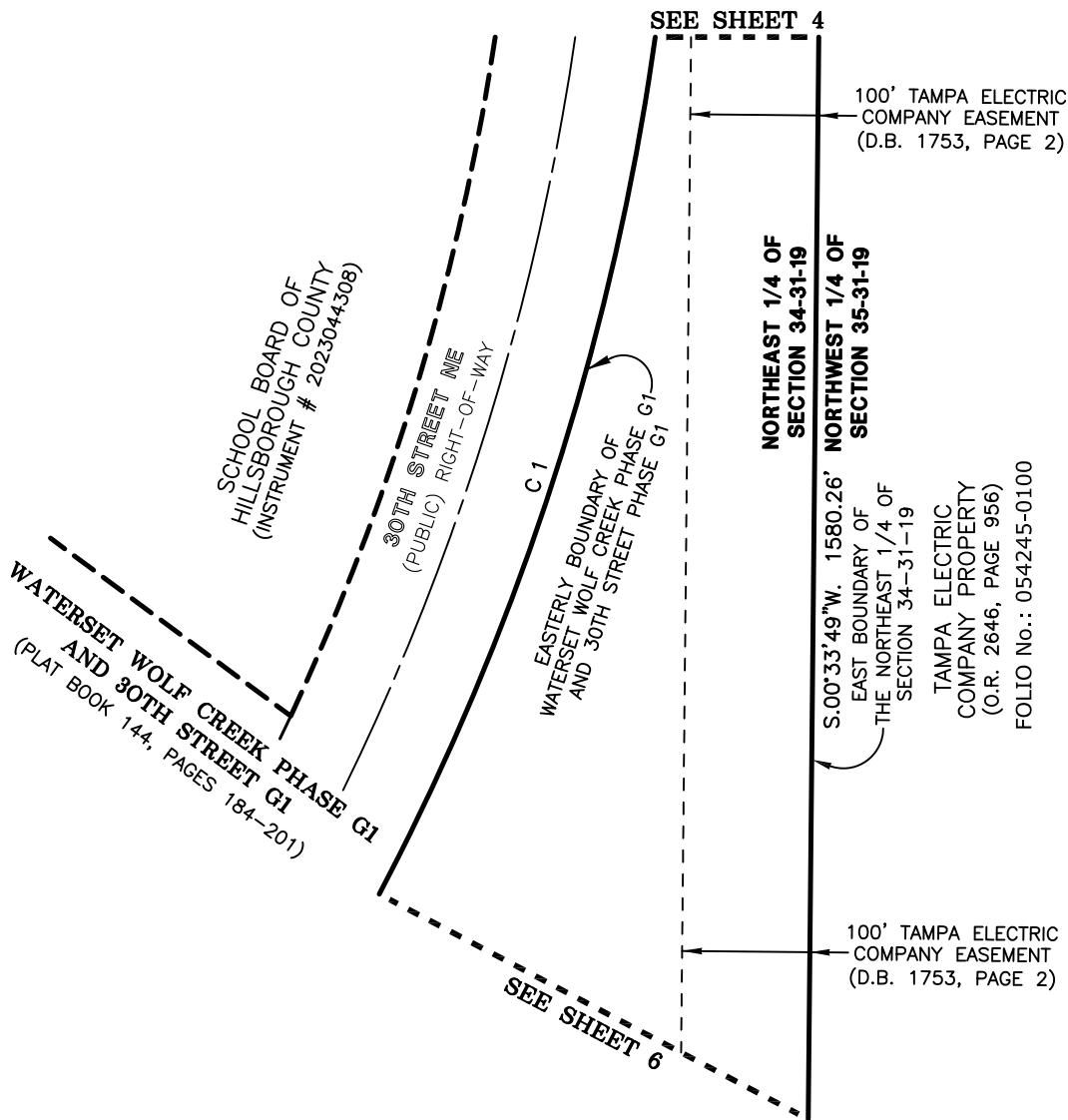
Date: 03/14/24 Dwg: CDD Conv Parcel East of G1-DS.dwg

File Path: P:\WaterSet\Wolf Creek\Description\CDD Conv Parcel\East of G1

SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST

No.	Date	Description	Dwn.
REVISIONS			

**SHEET NO. 4 OF 6 SHEETS**



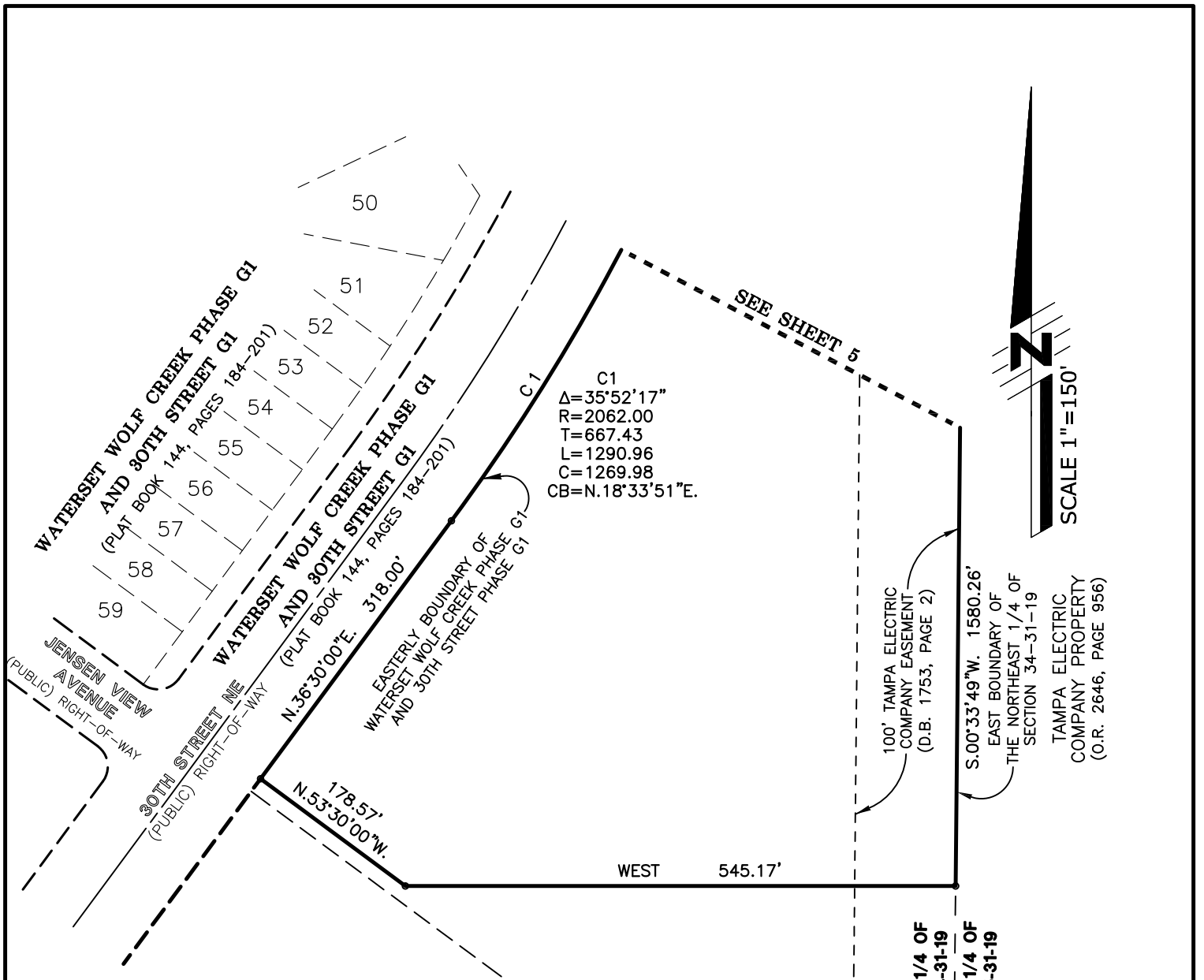
**NOTE:**  
 SEE SHEET 1 OF 6 SHEETS FOR:  
 1) LEGAL DESCRIPTION  
 SEE SHEET 2 OF 6 SHEETS FOR:  
 1) LEGEND  
 2) BASIS OF BEARINGS NOTE  
 3) CARDINAL BEARING NOTE

C1  
 $\Delta = 35^{\circ}52'17''$   
 $R = 2062.00$   
 $T = 667.43$   
 $L = 1290.96$   
 $C = 1269.98$   
 $CB = N.18^{\circ}33'51''E.$

**WATERSET WOLF CREEK  
 CDD CONVEYANCE PARCEL  
 (AREA EAST OF PHASE G1 AND 30TH  
 STREET PHASE G1)**

Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>													
<b>DESCRIPTION SKETCH</b> (Not a Survey)	<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING <small>LICENSED BUSINESS NUMBER LB7778</small> 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200												
<b>SEE SHEET 1 FOR ELECTRONIC          SIGNATURE AND SEAL.</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Drawn: VBR</td> <td>Checked: JLS</td> <td>Order No.: AMI-WSN-WS-152</td> </tr> <tr> <td>Date: 03/14/24</td> <td>Dwg: CDD Conv Parcel East of G1-DS.dwg</td> <td></td> </tr> <tr> <td colspan="3">File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1</td> </tr> <tr> <td colspan="3" style="text-align: center;">SECTIONS 27 &amp; 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST</td> </tr> </table>	Drawn: VBR	Checked: JLS	Order No.: AMI-WSN-WS-152	Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg		File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1			SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST		
Drawn: VBR	Checked: JLS	Order No.: AMI-WSN-WS-152											
Date: 03/14/24	Dwg: CDD Conv Parcel East of G1-DS.dwg												
File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1													
SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST													
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>													
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER													

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 5 OF 6 SHEETS</b>			



**NOTE:**  
 SEE SHEET 1 OF 6 SHEETS FOR:  
 1) LEGAL DESCRIPTION  
 SEE SHEET 2 OF 6 SHEETS FOR:  
 1) LEGEND  
 2) BASIS OF BEARINGS NOTE  
 3) CARDINAL BEARING NOTE

**WATERSET WOLF CREEK  
 CDD CONVEYANCE PARCEL  
 (AREA EAST OF PHASE G1 AND 30TH  
 STREET PHASE G1)**

No.	Date	Description	Dwn.
REVISIONS			
<b>SHEET NO. 6 OF 6 SHEETS</b>			

Prepared For: <b>NNP-SOUTHBOUND II, LLC</b>		
<b>DESCRIPTION SKETCH</b> (Not a Survey)		<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING <i>LICENSED BUSINESS NUMBER LB7778</i> 3010 W. Azelee Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
<b>SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.</b>		
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>4498</b>		Drawn: VBR    Checked: JLS    Order No.: AMI-WSN-WS-152
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER		Date: 03/14/24    Dwg: CDD Conv Parcel East of G1-DS.dwg
		File Path: P:\Waterret\Wolf Creek\Description\CDD Conv Parcel\East of G1
SECTIONS 27 & 34, TOWNSHIP 31 SOUTH, RANGE 19 EAST		

# Tab 7



# MBS CAPITAL MARKETS, LLC

**SUPPLEMENT TO INVESTMENT BANKING AGREEMENT  
DATED AUGUST 9, 2022  
REGARDING BOND ISSUANCES BY  
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

January 11, 2024

Board of Supervisors  
Waterset South Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Waterset South Community Development District (“District”) entered into an Investment Banking Agreement effective August 9, 2022 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Special Assessment Revenue Bonds, Series 2024 for the purpose of acquiring/constructing additional public infrastructure improvements within the District. It is the District’s intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.

**Member: FINRA/SIPC**



## MBS CAPITAL MARKETS, LLC

Page | 2

- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,  
**MBS Capital Markets, LLC**

A handwritten signature in blue ink, appearing to read 'B. Sealy', is positioned above a horizontal line.

---

Brett Sealy  
Managing Partner

Approved and Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# MBS CAPITAL MARKETS, LLC

## EXHIBIT A

### **Disclosures Concerning the Underwriter's Role**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

### **Disclosure Concerning the Underwriter's Compensation**

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### **Conflicts of Interest**

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



## MBS CAPITAL MARKETS, LLC

Page | 4

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

### **Disclosures Concerning Complex Municipal Securities Financing**

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.



## **Tab 8**

**MINUTES OF MEETING**

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

**WATERSET SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterset South Community Development District was held on **Thursday, March 14, 2024, at 9:01 AM** at the offices of **Rizzetta & Company, 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.**

Present and constituting a quorum:

Amanda King	<b>Board Supervisor, Chairman</b>
Pete Williams	<b>Board Supervisor, Vice Chairman</b>
Lynda McMorrow	<b>Board Supervisor, Assistant Secretary</b>
Deneen Klenke	<b>Board Supervisor, Assistant Secretary</b>
John Blakley	<b>Board Supervisor, Assistant Secretary</b>

Also, present were:

Ruben Durand	<b>District Manager, Rizzetta &amp; Co.</b>
Alyssa Willson	<b>District Counsel, Kutak Rock LLP (via conf. call)</b>
Kate John	<b>District Counsel, Kutak Rock LLP (via conf. call)</b>
John Toborg	<b>Field Services, Rizzetta</b>
Jessi Milch	<b>Representative, Sunrise Landscape</b>
Christian Santiago	<b>Representative, Sunrise Landscape</b>
Tony Smith	<b>Representative, Sitex Aquatics</b>
Katiria Parodi	<b>Clubhouse Manager, Castle Group</b>
Paul Valna	<b>Representative, Ballenger Irrigation</b>
Lenny Woster	<b>Representative, Brookfield Properties</b>

Audience	<b>Present</b>
----------	----------------

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Durand called the meeting to order and confirmed a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Audience present. No comments.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Aquatics**

**1. Presentation of Waterway Inspection Report**

Mr. Smith presented report and provided updates on work being performed on ponds.

**B. Landscape & Irrigation**

The developer is working with Brightview, who installed sod, on making repairs and replacements of sod, trees, and plants that have died.

**1. Presentation of Landscape Inspection Report**

Mr. Toborg presented report and discussed items in depth.

Clarity was provided on areas of CDD responsibility for landscape maintenance.

**2. Landscape Contractor Update**

Ms. Milch provided response to the inspection report and discussed specific items that Sunrise will address.

**3. Irrigation Contractor Update**

Mr. Valna provided response to the inspection report and discussed specific items that Ballenger will address.

**C. District Counsel**

District Counsel will be working with Amanda King on future acquisitions.

**D. District Engineer**

Not present, no report.

**E. District Manager**

Mr. Durand advised the Board that the next meeting will be held on April 11, 2024, at 9:00 a.m., at the offices of Rizzetta & Company, located at 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-03;  
Designating Officers**

On a motion by Mr. Williams, seconded by Ms. King, with all in favor, the Board adopted Resolution 2024-03; Designating Officers, for the Waterset South Community Development District.

**FIFTH ORDER OF BUSINESS**

**Presentation of Arbitrage Rebate Report  
for Waterset South CDD Series 2022**

On a motion by Mr. Williams, seconded by Ms. King, with all in favor, the Board accepted the Arbitrage Rebate Report for Waterset South CDD Series 2022, for the Waterset South Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Supplemental Disclosure  
of Public Financing**

On a motion by Ms. King, seconded by Mr. Williams, with all in favor, the Board accepted the Supplemental Disclosure of Public Financing, for the Waterset South Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-04;  
Ratifying Sale of Bonds**

On a motion by Mr. Williams, seconded by Ms. King, with all in favor, the Board adopted Resolution 2024-04; Ratifying the Sale of Bonds, for the Waterset South Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Board of Supervisors  
Regular Meeting Minutes for  
February 8, 2024**

On a motion by Mr. Williams, seconded by Ms. King, with all in favor, the Board approved, as amended, the Regular Meeting Minutes for February 8, 2024, for the Waterset South Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Operations &  
Maintenance Expenditures for  
January 2024 & February 2024**

On a motion by Ms. King, seconded by Mr. Williams, with all in favor, the Board ratified the Operations & Maintenance Expenditures for January 2024 (\$54,763.08) & February 2024 (\$74,005.91), for the Waterset South Community Development District.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Blakley stated that the order in which staff reports are handled should be improved.

Mr. Blakley also stated that a Resolution needs to be prepared and the spending limits need to be increased for the Chairman.

A letter needs to be sent to resident who is storing personal items on CDD property and letting them know that the CDD will remove items and dispose at resident's expense.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board adjourned the meeting at 10:00 a.m., for the Waterset South Community Development District.

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair