

AN ORDINANCE AMENDING THE BOUNDARIES OF THE MIRADA COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AND AMENDING PASCO COUNTY ORDINANCE NO. 16-07; PROVIDING FOR MISCELLANEOUS PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mirada Community Development District through its Board of Supervisors, (the "Petitioner") has petitioned the Pasco County Board of County Commissioners (the "County") to amend Ordinance No. 16-07, adopted on April 26, 2016, to amend the boundaries of the Mirada Community Development District (the "District") pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the County, in determining whether to amend the District boundaries, has considered and finds that all statements contained in the Petition to Amend the Boundaries of the Mirada Community Development District (the "Petition") are true and correct; and

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

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

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

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

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

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

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

SECTION 1. AUTHORITY

Pasco County Ordinance No. 16-07 is hereby amended pursuant to the authority conferred by Chapters 125 and 190, Florida Statutes (2018), and under the home rule powers of the County.

SECTION 2. LEGISLATIVE FINDINGS OF FACT

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

SECTION 3. AMENDMENT OF THE BOUNDARIES OF THE DISTRICT

a. The Petition is attached hereto in its entirety as Exhibit A and incorporated herein.

b. The areas within Composite Exhibits C-1 and C-2 of the Petition are hereby added to the District and the area within Exhibit D of the Petition is hereby contracted from the District as authorized by Section 190.046, Florida Statutes. The remaining amended boundaries of the District shall be those depicted in Exhibit E of the Petition.

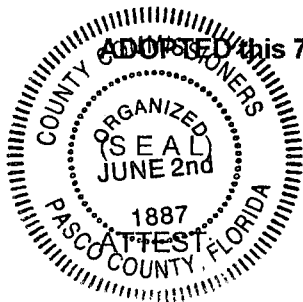
c. The amendment to the boundaries of the District shall not affect any requirements, provisions, conditions, powers or terms of Ordinance No. 16-07 not inconsistent with this amendment to Ordinance No. 16-07.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

An electronic copy of this Ordinance and the Petition shall be filed in the Office of the Secretary of State by the Clerk to the Board of County Commissioners within ten (10) days after adoption of this Ordinance and the Ordinance shall take effect upon filing.



ADOPTED this 7th day of August, 2018.

PAULA S. O'NEIL, PH.D.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

MIKE WELLS, CHAIRMAN

APPROVED
IN SESSION

AUG 07 2018

PASCO COUNTY
BCC

Petition to Amend the Boundaries of the Mirada Community Development District

May 16, 2018

**Submitted by:
STRALEY ROBIN VERICKER
Attorneys at Law
1510 W. Cleveland Street
Tampa, Florida 33606
Telephone: 813-223-9400
Facsimile: 813-223-5043**

Application

APPLICATION FORM

I. APPLICANT: Mirada Community Development District

ADDRESS: 15310 Amberly Drive, Suite 175

CITY Tampa STATE Florida ZIP 33647

PHONE (813) 374-9105

PROPERTY OWNER(S): See attached

ADDRESS: _____

CITY _____

PHONE _____ FAX: _____

REPRESENTATIVE: John M. Vericker, Esq. and Vivek K. Babbar, Esq.

(Contact Person):

ADDRESS: Straley Robin Vericker, 1510 W. Cleveland Street

CITY Tampa

STATE Florida

ZIP 33606

PHONE (813) 223-9400 FAX: (813) 223-5043

II. Current Use of Property: Undeveloped

Current zoning of property : CC-MPUD Rezoning Petition Number 7261

Current future land use designation of property: RES-3 and RES-6

Current Number and Types of Units to be assessed

by this CDD Approximately 1,400 SFD

Name of MPUD or Development: Mirada CC- MPUD

III. I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED IN THE SUBMITTED APPLICATION PACKET IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND AUTHORIZE THE REPRESENTATIVE LISTED ABOVE TO ACT ON MY BEHALF ON THIS PETITION.

BY: _____

Signature of the Applicant/(Petitioner)

Michael Lawson, Chairman

Type or Print Name Legibly

IV. **Growth Management**

Department

Date Stamp

V. **OFFICIAL COMMENTS**

Is this application accompanied by other applications?

If so, what are the application numbers?

Other comments:

Property Owners:

1. CR Pasco Development Company LLC
2502 North Rocky Point Drive, Suite 1050
Tampa, Florida 33607
Phone number: (813) 288-8078/ Fax: (813) 288-8178
2. CRCG One LP
2502 North Rocky Point Drive, Suite 1050
Tampa, Florida 33607
Phone number: (813) 288-8078/ Fax: (813) 288-8178
3. CRCG Two LP
2502 North Rocky Point Drive, Suite 1050
Tampa, Florida 33607
Phone number: (813) 288-8078/ Fax: (813) 288-8178

Petition

**PETITION TO AMEND THE BOUNDARIES
OF THE
MIRADA COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Mirada Community Development District (the "District"), petitions the Board of County Commissioners of Pasco County, Florida, ("Pasco County") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to amend Ordinance No. 16-07 adopted by the Board of County Commissioners of Pasco County, Florida on April 26, 2016 (the "Ordinance"), for purposes of amending the boundaries of the District, and designating the area for which the District is authorized to manage and finance the delivery of basic community infrastructure services.

Section 190.046, Florida Statutes, authorizes the District to file this petition to amend its boundaries. Accordingly, the Petitioner states as follows:

1. Petitioner is Mirada Community Development District.
2. Resolution Number 2018-05 authorizing the boundary amendment of the District and the submittal of a petition to amend the boundaries of the District by the Board of Supervisors of the District is attached as **Exhibit A**.
3. The current land area contained in the District consists of approximately 675.97 acres and is located entirely within the unincorporated portion of Pasco County, Florida. A map showing the general location of the project and an aerial photograph are attached as **Composite Exhibit B**.
4. The District is petitioning to amend its boundaries by adding two parcels of land into the District, as described in **Composite Exhibit C-1 and C-2** (the "**Expansion Parcels**"), and by removing one small parcel from the District, as described in **Exhibit D** (the "**Contraction Parcel**") (collectively, the "**Boundary Amendment Parcels**"). After the boundary has been amended, the District will be approximately 879.718 acres.
5. A metes and bounds legal description of the proposed amended boundaries of the District is attached as **Exhibit E**. Sections 190.005(1)(a)1; 190.046(1)(a), Florida Statutes.
6. The written consent to the amendment of the boundaries of the District by the landowners, as defined in section 190.003(13), Florida Statutes, of 100% of the real property to be included in and served by the District, are attached as **Composite Exhibit F-1 through F-3**. Section 190.005(1)(a)2, Florida Statutes.

7. The five persons who presently serve as members of the Board of Supervisors of the District are identified in **Exhibit G** attached hereto. All of the Supervisors are residents of the State of Florida and citizens of the United States of America. Section 190.005(1)(a)3, Florida Statutes.

8. The major trunk water mains, sewer interceptors and outfalls in existence to serve the amended boundaries of the District are shown on **Exhibit H** attached hereto. Section 190.005(1)(a)5, Florida Statutes.

9. There are no services and facilities currently being provided by the District to the Contraction Parcel based upon available data, Section 190.046(1)(a), Florida Statutes.

10. The estimates of cost to construct services and facilities within the overall District, including, but not limited to, the Expansion Parcels, based upon available data, are attached as **Exhibit I**. Sections 190.005(1)(a)6; 190.046(1)(a), Florida Statutes.

11. The statement of estimated regulatory costs of the granting of this petition and the amendment to the boundaries of the District pursuant thereto is attached as **Exhibit J**. Sections 190.005(1)(a)8; 190.046(1)(a), Florida Statutes.

12. The future general distribution, location, and extent of public and private uses of land proposed for the area within the Expansion Parcels are incorporated into the adopted and approved Pasco County Comprehensive Plan Land Use Element. The proposed land uses are consistent with the local government comprehensive plan. A copy of the pertinent portion of the Pasco County Future Land Use Element is attached as **Exhibit K**. Sections 190.005(1)(a)7; 190.046(1)(a), Florida Statutes.

13. The property within the Expansion Parcels, when added to the remaining existing lands within the District, is amenable to operation as an independent special district for the following reasons:

(a) The amendment to the District boundaries and all land uses and services planned within the District are consistent with applicable elements or portions of the State Comprehensive Plan and all elements of the adopted and approved Pasco County Comprehensive Plan.

(b) The area of land within the amended District boundaries, when added to the remaining existing lands within the District, is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.


(c) The District provides the best mechanism for delivering community development services and facilities for the Expansion Parcels. The amendment to the District boundaries promotes development of the land within the District by providing for a more efficient use of resources. Such development benefits Pasco County and its residents outside the District by increasing the ad valorem tax base of Pasco County and generating water and wastewater impact fees which will assist Pasco County to meet its obligations to repay certain bonded indebtedness and transportation and other impact fees as well.

(d) The community development services and facilities of the amended District will be compatible with the capacity and use of existing local and regional community development services and facilities. In addition, the District is a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

13. Petitioner respectfully requests Pasco County to grant the District the following special powers under section 190.012(2), Florida Statutes: (1) Parks and Recreation powers in accordance with section 190.012(2)(a), Florida Statutes, (2) Security Powers in accordance with section 190.012(2)(d), Florida Statutes, and (3) Waste Collection and Disposal Powers in accordance with section 190.012(2)(f), Florida Statutes.


Respectfully submitted on the 30th day of April, 2018.

Attest:



Name: Lauren Parsons
Title: Project Coordinator

Mirada Community Development District



Michael S. Lawson
Chair of the Board of Supervisors

Exhibit A

RESOLUTION NO. 2018- 05 ____

A RESOLUTION AUTHORIZING THE BOUNDARY AMENDMENT OF THE MIRADA COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE SUBMITTAL OF A PETITION TO AMEND THE BOUNDARIES OF THE DISTRICT TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES.

WHEREAS, the Mirada Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") desires to amend the boundaries of the District and to submit a Petition to Amend the Boundaries of the Mirada Community Development District (the "**Petition**") for the areas described in **Composite Exhibit A** attached hereto;

NOW THEREFORE, BE IT RESOLVED that:

1. The Board hereby authorizes and approves the boundary amendment of the District, and the Board hereby authorizes and directs the Chair to sign and submit the Petition to the Board of County Commissioners of Pasco County, Florida.

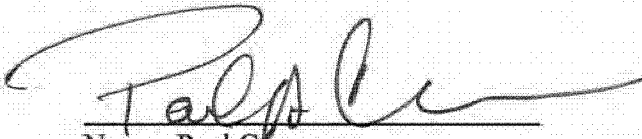
2. The Board hereby authorizes and directs the Chair, the Vice Chair, any other member of the Board, the District Counsel, and the District Manager to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from the Board of County Commissioners of Pasco County, Florida.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 1ST DAY OF MAY, 2018.

Attest:

**Mirada Community
Development District**



Name: Paul Cusmano
Secretary/Assistant Secretary



Michael Lawson
Chair of the Board of Supervisors

COMPOSITE EXHIBIT “A

LINE TABLE		
LINE	BEARING	DIST.
L1	S 31°49'44" E	227.85'
L2	S 24°00'35" W	366.49'
L3	S 05°02'47" E	232.40'
L4	N 48°04'24" E	309.30'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CH. BEARING	DIST.
C1	90.03'	1079.00'	4°46'51"	S 57°22'26" W	90.01'
C2	1062.28'	1090.00'	55°50'19"	S 03°54'35" E	1020.74'
C3	613.62'	1210.00'	29°03'22"	S 09°28'54" W	607.06'
C4	528.63'	1940.00'	15°36'45"	S 02°45'35" W	526.99'
C5	223.14'	1210.00'	10°33'58"	S 05°16'59" W	222.82'
C6	1097.54'	1120.00'	56°08'48"	N 09°36'56" W	1054.15'
C7	730.58'	721.00'	58°03'25"	N 77°06'06" E	699.72'
C8	130.13'	1079.00'	6°54'36"	N 51°31'42" E	130.05'

DESCRIPTION:

A portion of Sections 14 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent curve; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet for a POINT OF BEGINNING; thence S.31°49'44"E., a distance of 227.85 feet to a point of curvature; thence Southerly 1,062.28 feet along the arc of a curve to the right, said curve having a radius of 1,090.00 feet, a central angle of 55°50'19", and a chord bearing and distance of S.03°54'35"E., 1,020.74 feet; thence S.24°00'35"W., a distance of 366.49 feet to a point of curvature; thence Southerly 613.62 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 29°03'22", and a chord bearing and distance of S.09°28'54"W., 607.06 feet; thence S.05°02'47"E., a distance of 232.40 feet to a point of curvature; thence Southerly 528.63 feet along the arc of a curve to the right, said curve having a radius of 1,940.00 feet, a central angle of 15°36'45", and a chord bearing and distance of S.02°45'35"W., 526.99 feet; thence S.10°33'58"W., a distance of 949.94 feet to a point of curvature; thence Southerly 223.14 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 10°33'58", and a chord bearing and distance of S.05°16'59"W., 222.82 feet; thence South, a distance of 23.23 feet; thence S.89°50'56"W., a distance of 2,083.79 feet; thence N.48°46'43"W., a distance of 1,253.71 feet; thence North, a distance of 759.32 feet; thence East, a distance of 486.01 feet; thence North, a distance of 241.44 feet; thence East, a distance of 1,046.19 feet; thence N.49°39'16"E., a distance of 1,201.42 feet to a non-tangent point of curvature; thence Northerly 1,097.54 feet along the arc of a curve to the right, said curve having a radius of 1,120.00 feet, a central angle of 56°08'48", and a chord bearing and distance of N.09°36'56"W., 1,054.15 feet to a non-tangent point of curvature; thence Easterly 730.58 feet along the arc of a curve to the left, said curve having a radius of 721.00 feet, a central angle of 58°03'25", and a chord bearing and distance of N.77°06'06"E., 699.72 feet; thence N.48°04'24"E., a distance of 309.30 feet to a point of curvature; thence Northeasterly 130.13 feet along the arc of a curve to the right, said curve having a radius of 1,079.00 feet, a central angle of 06°54'36", and a chord bearing and distance of N.51°31'42"E., 130.05 feet to the POINT OF BEGINNING.

Containing 176.830 acres, more or less.

DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

MIRADA CDD
EXPANSION PARCEL 1

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards and Practices as set forth by the Florida Board of Land Surveyors in Chapter 6A-17, Florida Administrative Code, pursuant to Section 409.027, Florida Statutes.

Andrew R. Getz
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

JOHNSON
ASSOCIATES

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33523
(352) 588-2768 survey@dcjohnson.com
www.dccjohnson.com

LINE TABLE		
LINE	BEARING	DIST.
L1	N 11°05'27" W	118.22'
L2	S 00°11'00" W	112.47'
L3	S 23°12'01" W	123.12'
L4	S 30°53'52" E	133.91'
L5	S 43°46'40" W	475.68'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CH. BEARING	DIST.
C1	90.03'	1079.00'	4°46'51"	S 57°22'26" W	90.01'
C2	936.31'	1210.00'	44°20'10"	N 09°39'39" W	913.13'
C3	305.12'	1120.00'	15°36'32"	N 15°22'34" E	304.17'
C4	705.82'	1180.00'	34°16'17"	N 06°02'41" E	695.34'
C5	333.95'	530.00'	36°06'04"	N 06°57'35" E	328.45'
C6	39.27'	25.00'	89°59'58"	S 44°48'59" E	35.36'
C7	200.86'	500.00'	23°01'01"	S 11°41'31" W	199.51'
C8	572.18'	606.00'	54°05'53"	S 03°50'55" E	551.16'
C9	703.80'	540.00'	74°40'32"	S 06°26'24" W	655.03'
C10	660.39'	1210.00'	31°16'14"	S 28°08'33" W	652.22'

DESCRIPTION:

A portion of Sections 10, 11 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent point of curvature; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet; thence N.31°49'44"W., a distance of 212.73 feet to a point of curvature; thence Northerly 936.31 feet along the arc of a curve to the right, said curve having a radius of 1,210.00 feet, a central angle of 44°20'10", and a chord bearing and distance of N.09°39'39"W., 913.13 feet to a non-tangent curve for a POINT OF BEGINNING; thence Northerly 305.12 feet along the arc of a curve to the right, said curve having a radius of 1,120.00 feet, a central angle of 15°36'32", and a chord bearing and distance of N.15°22'34"E., 304.17 feet to a point of reverse curvature; thence Northerly 705.82 feet along the arc of a curve to the left, said curve having a radius of 1,180.00 feet, a central angle of 34°16'17", and a chord bearing and distance of N.06°02'41"E., 695.34 feet; thence N.11°05'27"W., a distance of 118.22 feet to a point of curvature; thence Northerly 333.95 feet along the arc of a curve to the right, said curve having a radius of 530.00 feet, a central angle of 36°06'04", and a chord bearing and distance of N.06°57'35"E., 328.45 feet; thence N.21°29'27"W., a distance of 463.27 feet; thence N.05°31'52"W., a distance of 828.76 feet to the South right-of-way line of Clinton Avenue Extension as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along said South right-of-way line, S.89°48'58"E., a distance of 747.49 feet to a point of curvature; thence leaving said South right-of-way line, Southeasterly 39.27 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 89°59'58", and a chord bearing and distance of S.44°48'59"E., 35.36 feet; thence S.00°11'00"W., a distance of 112.47 feet to a point of curvature; thence Southerly 200.86 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 23°01'01", and a chord bearing and distance of S.11°41'31"W., 199.51 feet; thence S.23°12'01"W., a distance of 123.12 feet to a point of curvature; thence Southerly 572.18 feet along the arc of a curve to the left, said curve having a radius of 606.00 feet, a central angle of 54°05'53", and a chord bearing and distance of S.03°50'55"E., 551.16 feet; thence S.30°53'52"E., a distance of 133.91 feet to a point of curvature; thence Southerly 703.80 feet along the arc of a curve to the right, said curve having a radius of 540.00 feet, a central angle of 74°40'32", and a chord bearing and distance of S.06°26'24"W., 655.03 feet; thence S.43°46'40"W., a distance of 475.68 feet to a point of curvature; thence Southwesterly 660.39 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 31°16'14", and a chord bearing and distance of S.28°08'33"W., 652.22 feet to the POINT OF BEGINNING.

Containing 28.33 acres, more or less.

DESCRIPTION ONLY NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch.
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Descriptions created per this sketch.

**MIRADA CDD
EXPANSION PARCEL 2**

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

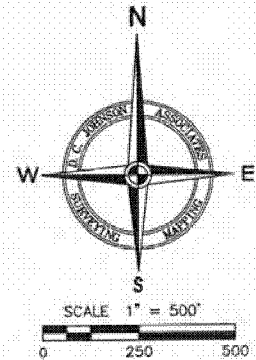
We hereby certify that the sketch and description herein are true and correct to the best of our knowledge, and were prepared in accordance with the Standards of Practice set forth by the Florida Board of Land Surveyors, Chapter 17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Andrew R. Getz
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

**JOHNSON
ASSOCIATES**
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www.dccjohnson.com

CLINTON AVENUE EXTENSION

SOUTH R/W LINE OF
CLINTON AVENUE EXTENSION
(O.R. 7241, PG. 25)



POINT OF BEGINNING

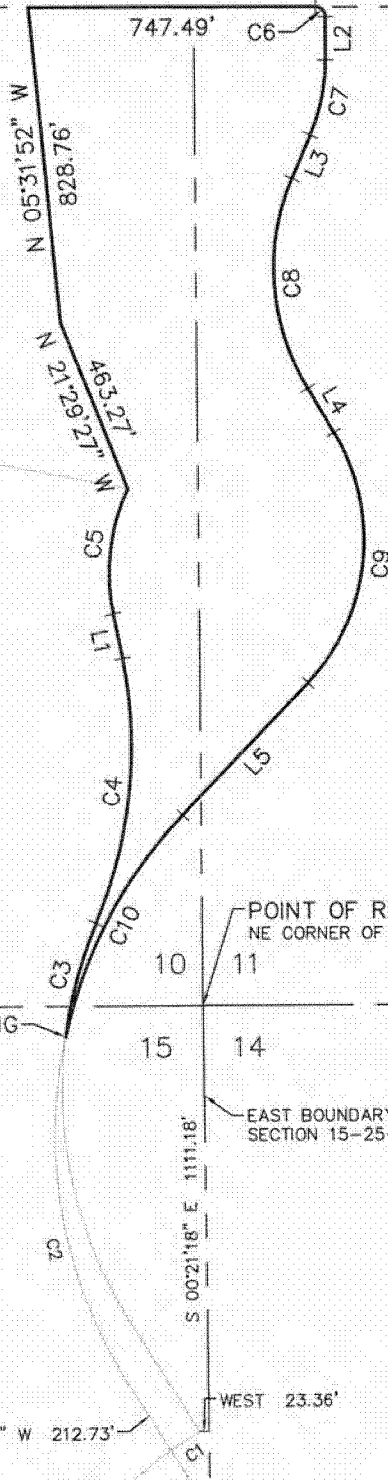
POINT OF REFERENCE
NE CORNER OF SECTION 15-25-20

EAST BOUNDARY OF
SECTION 15-25-20

WEST 23.36'

N 31°49'44" W 212.73'

S 002°1'18" E 1111.18'



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**MIRADA CDD
EXPANSION PARCEL 2**

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

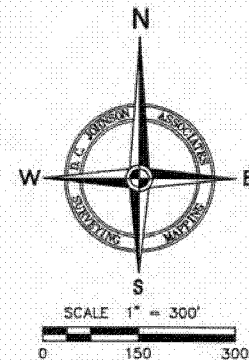
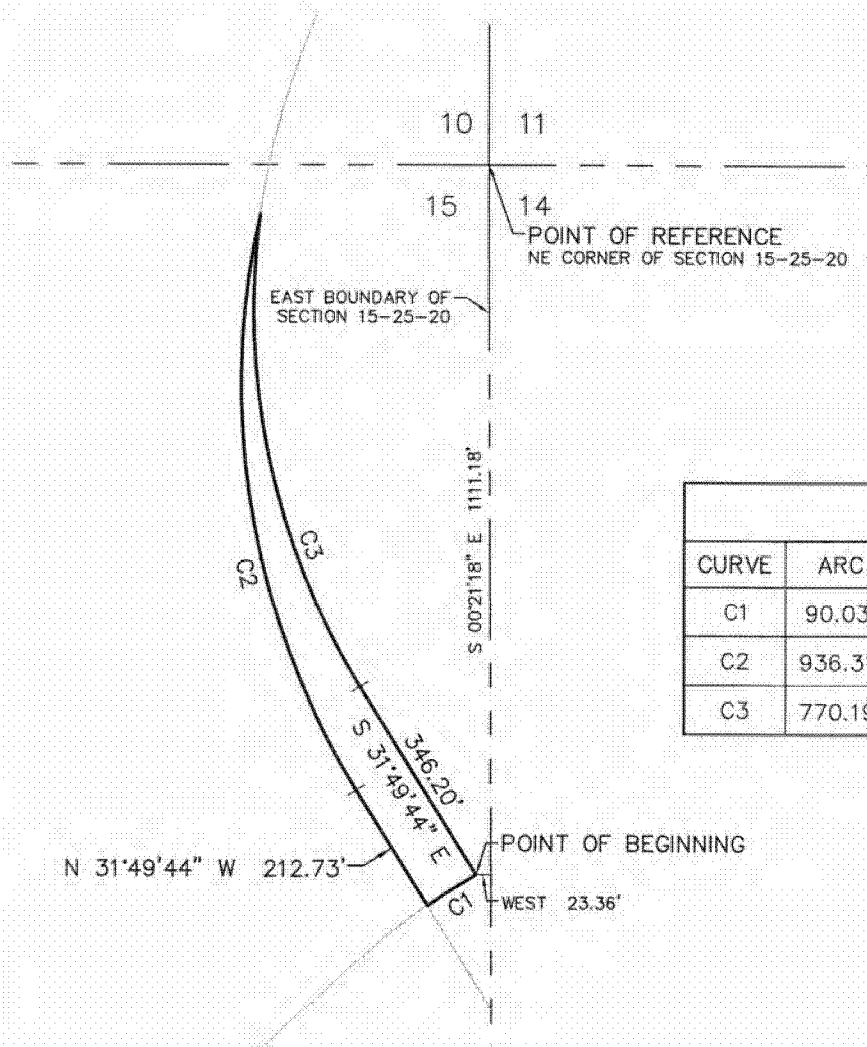
**SKETCH ONLY
NOT A BOUNDARY SURVEY**

**SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION
AND CURVE/LINE TABLES**

**JOHNSON
ASSOCIATES**

SURVEYING AND MAPPING

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CURVE TABLE					
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C3	770.19'	1120.00'	39°24'02"	S 12°07'43" E	755.10'

DESCRIPTION:

A portion of Section 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent curve for a POINT OF BEGINNING; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet; thence N.31°49'44"W., a distance of 212.73 feet to a point of curvature; thence Northerly 936.31 feet along the arc of a curve to the right, said curve having a radius of 1,210.00 feet, a central angle of 44°20'10", and a chord bearing and distance of N.09°39'39"W., 913.13 feet to a non-tangent point of curvature; thence Southerly 770.19 feet along the arc of a curve to the left, said curve having a radius of 1,120.00 feet, a central angle of 39°24'02", and a chord bearing and distance of S.12°07'43"E., 755.10 feet; thence S.31°49'44"E., a distance of 346.20 feet to the POINT OF BEGINNING.

Containing 1.41 acres, more or less.

DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

**MIRADA CDD
LESS-OUT**

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

STATE OF

FLORIDA

Andrew R. Getz License Number 7043
For D.C. Johnson & Associates, Inc.

Not valid without the signature and raised seal of a Florida Licensed Surveyor

Date: 4/09/18

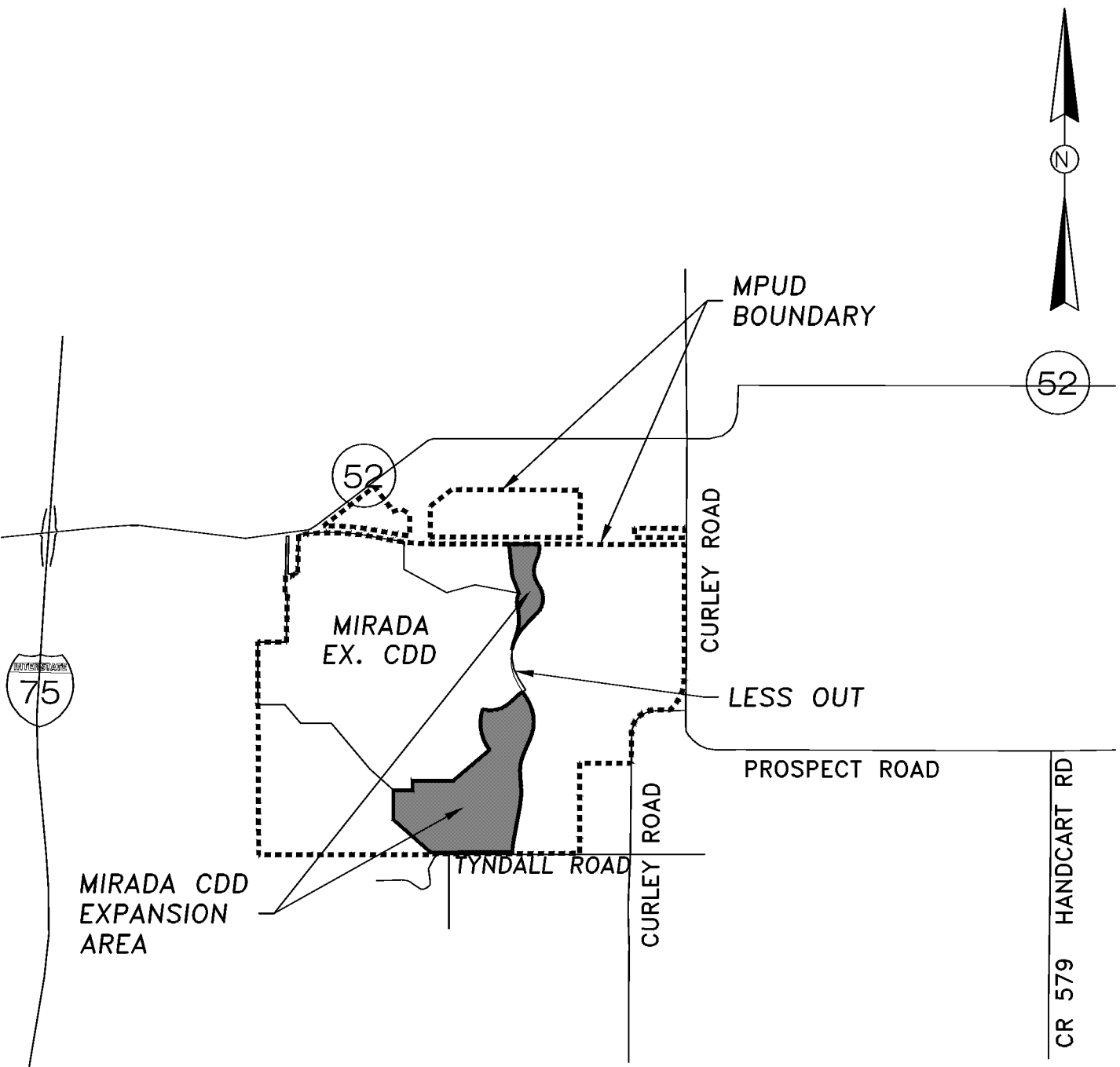
**JOHNSON
ASSOCIATES**

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33523
(352) 588-2766 survey@dcjohnson.com
www.dccjohnson.com

Composite Exhibit B

d:\3001 To 3500\03193 CR Pasco Development Company LLC\0001 Mirada Subdivision\ENR\Master\1 DWG\000 CDD Exhibit\0-101-VM-EXH_31x11.dwg (VICMAP) Rocr May 15, 2018 - 1:26pm

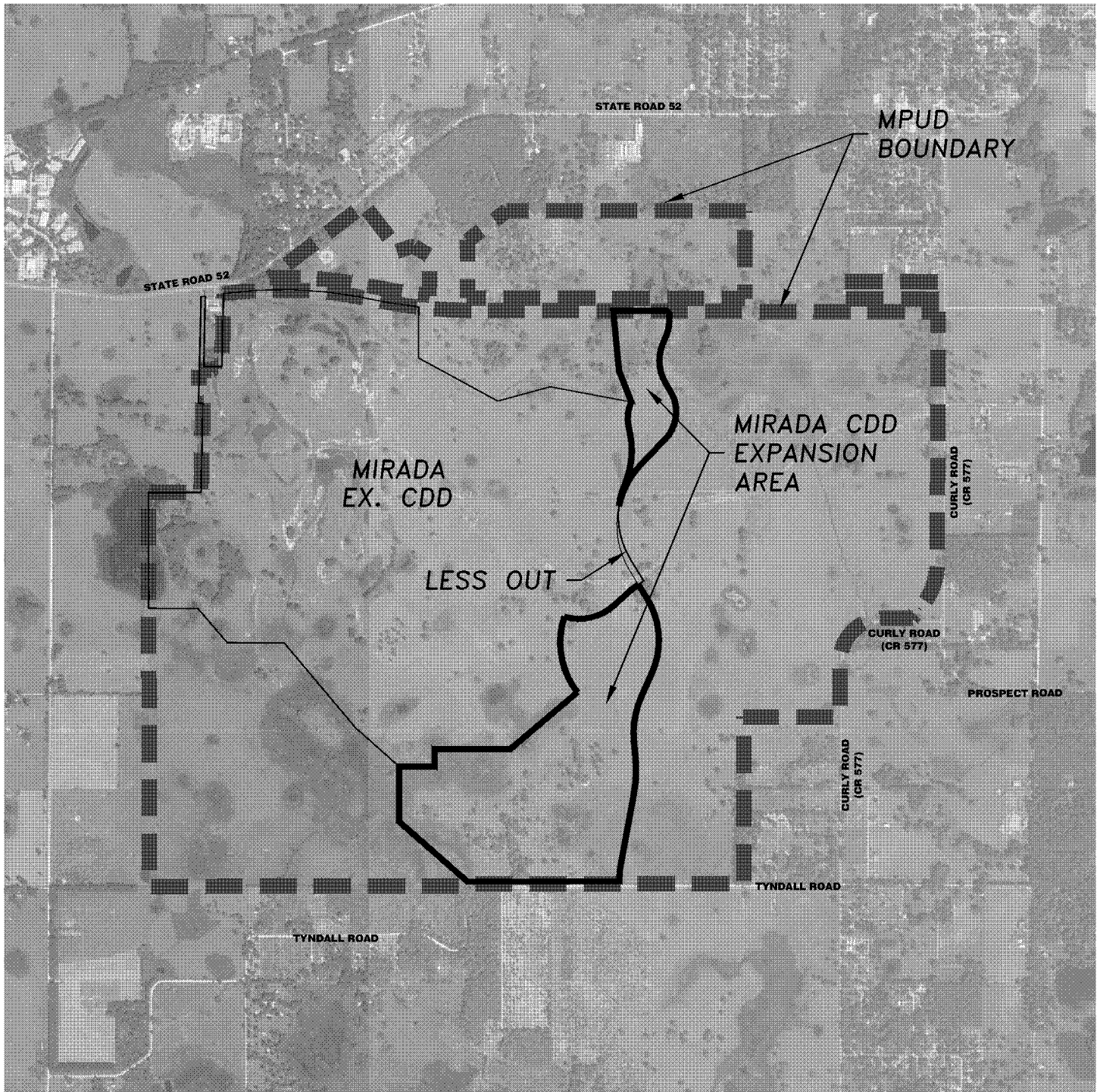
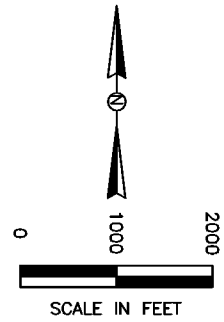


HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET TEL (813) 250-3535
TAMPA, FL 33609 LB#7013, CA#8474 FAX (813) 250-3636

MASTER VICINITY MAP MIRADA CDD BOUNDARY AMENDMENT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
10,11,14,15-25S-20E	03193.0001	ROA	05-15-2018	1



z:\3001 To 3500\03193 CR Pasco Development Company LLC\0001 Mirada Subdivision\ENR\Master\1 DWG\CDD Exhibit\CR-101-EX-8\41.dwg (AERIAL) Rldr May 15, 2018 - 2:00pm



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET TEL (813) 250-3535
TAMPA, FL 33609 LB#7013, CA#8474 FAX (813) 250-3636

AERIAL SITE PLAN MIRADA CDD BOUNDARY AMENDMENT

SEC TWP RGE 10,11,14,15-25S-20E	JOB NUMBER 03193.0001	DRAWN BY ROA	DATE 05-15-2018	SHEET 1
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Composite Exhibit C-1 through C-2

Exhibit C-1

LINE TABLE		
LINE	BEARING	DIST.
L1	S 31°49'44" E	227.85'
L2	S 24°00'35" W	366.49'
L3	S 05°02'47" E	232.40'
L4	N 48°04'24" E	309.30'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CH. BEARING	DIST.
C1	90.03'	1079.00'	4°46'51"	S 57°22'26" W	90.01'
C2	1062.28'	1090.00'	55°50'19"	S 03°54'35" E	1020.74'
C3	613.62'	1210.00'	29°03'22"	S 09°28'54" W	607.06'
C4	528.63'	1940.00'	15°36'45"	S 02°45'35" W	526.99'
C5	223.14'	1210.00'	10°33'58"	S 05°16'59" W	222.82'
C6	1097.54'	1120.00'	56°08'48"	N 09°36'56" W	1054.15'
C7	730.58'	721.00'	58°03'25"	N 77°06'06" E	699.72'
C8	130.13'	1079.00'	6°54'36"	N 51°31'42" E	130.05'

DESCRIPTION:

A portion of Sections 14 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent curve; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet for a POINT OF BEGINNING; thence S.31°49'44"E., a distance of 227.85 feet to a point of curvature; thence Southerly 1,062.28 feet along the arc of a curve to the right, said curve having a radius of 1,090.00 feet, a central angle of 55°50'19", and a chord bearing and distance of S.03°54'35"E., 1,020.74 feet; thence S.24°00'35"W., a distance of 366.49 feet to a point of curvature; thence Southerly 613.62 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 29°03'22", and a chord bearing and distance of S.09°28'54"W., 607.06 feet; thence S.05°02'47"E., a distance of 232.40 feet to a point of curvature; thence Southerly 528.63 feet along the arc of a curve to the right, said curve having a radius of 1,940.00 feet, a central angle of 15°36'45", and a chord bearing and distance of S.02°45'35"W., 526.99 feet; thence S.10°33'58"W., a distance of 949.94 feet to a point of curvature; thence Southerly 223.14 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 10°33'58", and a chord bearing and distance of S.05°16'59"W., 222.82 feet; thence South, a distance of 23.23 feet; thence S.89°50'56"W., a distance of 2,083.79 feet; thence N.48°46'43"W., a distance of 1,253.71 feet; thence North, a distance of 759.32 feet; thence East, a distance of 486.01 feet; thence North, a distance of 241.44 feet; thence East, a distance of 1,046.19 feet; thence N.49°39'16"E., a distance of 1,201.42 feet to a non-tangent point of curvature; thence Northerly 1,097.54 feet along the arc of a curve to the right, said curve having a radius of 1,120.00 feet, a central angle of 56°08'48", and a chord bearing and distance of N.09°36'56"W., 1,054.15 feet to a non-tangent point of curvature; thence Easterly 730.58 feet along the arc of a curve to the left, said curve having a radius of 721.00 feet, a central angle of 58°03'25", and a chord bearing and distance of N.77°06'06"E., 699.72 feet; thence N.48°04'24"E., a distance of 309.30 feet to a point of curvature; thence Northeasterly 130.13 feet along the arc of a curve to the right, said curve having a radius of 1,079.00 feet, a central angle of 06°54'36", and a chord bearing and distance of N.51°31'42"E., 130.05 feet to the POINT OF BEGINNING.

Containing 176.830 acres, more or less.

DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

MIRADA CDD
EXPANSION PARCEL 1

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

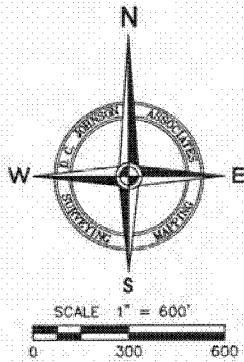
We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards and Practices as set forth by the Florida Board of Land Surveyors in Chapter 6A-17, Florida Administrative Code, pursuant to Section 409.027, Florida Statutes.

Andrew R. Getz
For D.C. Johnson & Associates, LLC
Not valid without the signature and raised seal of a Florida Licensed Surveyor

JOHNSON
ASSOCIATES

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33523
(352) 588-2768 survey@dcjohnson.com
www.dccjohnson.com

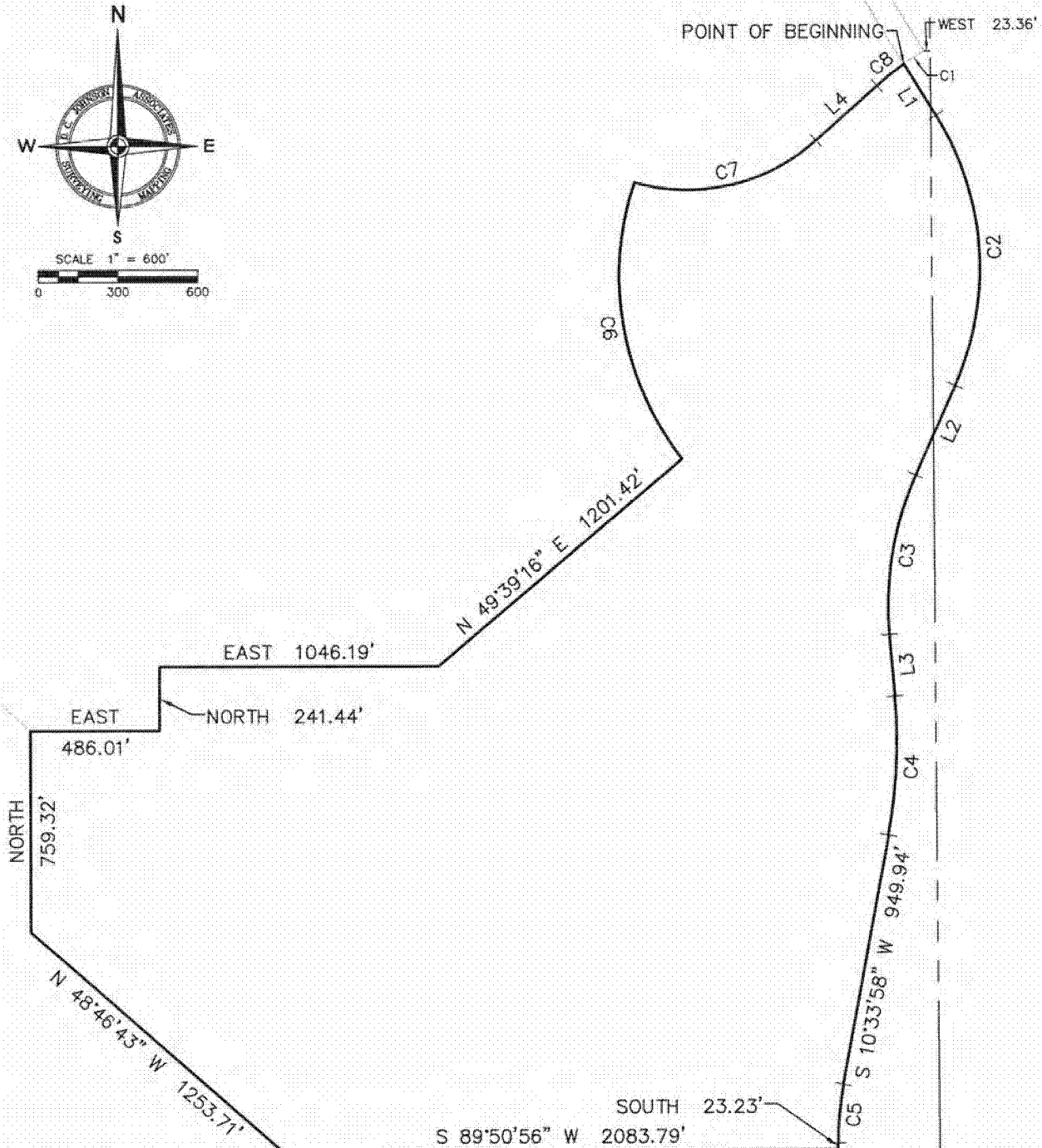


POINT OF REFERENCE
NE CORNER OF SECTION 15-25-20

EAST BOUNDARY OF
SECTION 15-25-20

POINT OF BEGINNING

WEST 23.36'



Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

MIRADA CDD
EXPANSION PARCEL 1

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

SKETCH ONLY
NOT A BOUNDARY SURVEY

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION
AND CURVE/LINE TABLES

JOHNSON
ASSOCIATES

SURVEYING AND MAPPING

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(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com

Exhibit C-2

LINE TABLE		
LINE	BEARING	DIST.
L1	N 11°05'27" W	118.22'
L2	S 00°11'00" W	112.47'
L3	S 23°12'01" W	123.12'
L4	S 30°53'52" E	133.91'
L5	S 43°46'40" W	475.68'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CH. BEARING	DIST.
C1	90.03'	1079.00'	4°46'51"	S 57°22'26" W	90.01'
C2	936.31'	1210.00'	44°20'10"	N 09°39'39" W	913.13'
C3	305.12'	1120.00'	15°36'32"	N 15°22'34" E	304.17'
C4	705.82'	1180.00'	34°16'17"	N 06°02'41" E	695.34'
C5	333.95'	530.00'	36°06'04"	N 06°57'35" E	328.45'
C6	39.27'	25.00'	89°59'58"	S 44°48'59" E	35.36'
C7	200.86'	500.00'	23°01'01"	S 11°41'31" W	199.51'
C8	572.18'	606.00'	54°05'53"	S 03°50'55" E	551.16'
C9	703.80'	540.00'	74°40'32"	S 06°26'24" W	655.03'
C10	660.39'	1210.00'	31°16'14"	S 28°08'33" W	652.22'

DESCRIPTION:

A portion of Sections 10, 11 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:
 For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent point of curvature; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet; thence N.31°49'44"W., a distance of 212.73 feet to a point of curvature; thence Northerly 936.31 feet along the arc of a curve to the right, said curve having a radius of 1,210.00 feet, a central angle of 44°20'10", and a chord bearing and distance of N.09°39'39"W., 913.13 feet to a non-tangent curve for a POINT OF BEGINNING; thence Northerly 305.12 feet along the arc of a curve to the right, said curve having a radius of 1,120.00 feet, a central angle of 15°36'32", and a chord bearing and distance of N.15°22'34"E., 304.17 feet to a point of reverse curvature; thence Northerly 705.82 feet along the arc of a curve to the left, said curve having a radius of 1,180.00 feet, a central angle of 34°16'17", and a chord bearing and distance of N.06°02'41"E., 695.34 feet; thence N.11°05'27"W., a distance of 118.22 feet to a point of curvature; thence Northerly 333.95 feet along the arc of a curve to the right, said curve having a radius of 530.00 feet, a central angle of 36°06'04", and a chord bearing and distance of N.06°57'35"E., 328.45 feet; thence N.21°29'27"W., a distance of 463.27 feet; thence N.05°31'52"W., a distance of 828.76 feet to the South right-of-way line of Clinton Avenue Extension as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along said South right-of-way line, S.89°48'58"E., a distance of 747.49 feet to a point of curvature; thence leaving said South right-of-way line, Southeasterly 39.27 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 89°59'58", and a chord bearing and distance of S.44°48'59"E., 35.36 feet; thence S.00°11'00"W., a distance of 112.47 feet to a point of curvature; thence Southerly 200.86 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 23°01'01", and a chord bearing and distance of S.11°41'31"W., 199.51 feet; thence S.23°12'01"W., a distance of 123.12 feet to a point of curvature; thence Southerly 572.18 feet along the arc of a curve to the left, said curve having a radius of 606.00 feet, a central angle of 54°05'53", and a chord bearing and distance of S.03°50'55"E., 551.16 feet; thence S.30°53'52"E., a distance of 133.91 feet to a point of curvature; thence Southerly 703.80 feet along the arc of a curve to the right, said curve having a radius of 540.00 feet, a central angle of 74°40'32", and a chord bearing and distance of S.06°26'24"W., 655.03 feet; thence S.43°46'40"W., a distance of 475.68 feet to a point of curvature; thence Southwesterly 660.39 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 31°16'14", and a chord bearing and distance of S.28°08'33"W., 652.22 feet to the POINT OF BEGINNING.
 Containing 28.33 acres, more or less.

DESCRIPTION ONLY
 NOT A BOUNDARY SURVEY

SHEET 1 OF 2
 SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch.
 Improvements, if any, have not been located in conjunction with the preparation of this sketch.
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 Descriptions created per this sketch.

MIRADA CDD
 EXPANSION PARCEL 2

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

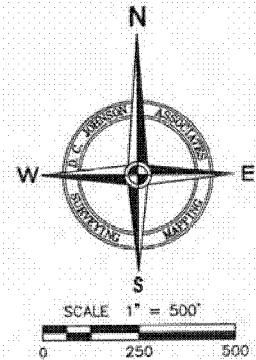
We hereby certify that the sketch and description herein are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards of Practice as set forth by the Florida Board of Land Surveyors, Chapter 63-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Andrew R. Getz
 Licensed Professional Surveyor and Mapper
 State of Florida
 License Number 18
 Not valid without the signature and raised seal of a Florida Licensed Surveyor

JOHNSON ASSOCIATES
 SURVEYING AND MAPPING
 Florida Licensed Business No. LB 4514
 11911 S. Curley St. San Antonio, FL 33523
 (352) 588-2768 survey@dcjohnson.com
 www.djohnson.com

CLINTON AVENUE EXTENSION

SOUTH R/W LINE OF
CLINTON AVENUE EXTENSION
(O.R. 7241, PG. 25)



POINT OF BEGINNING

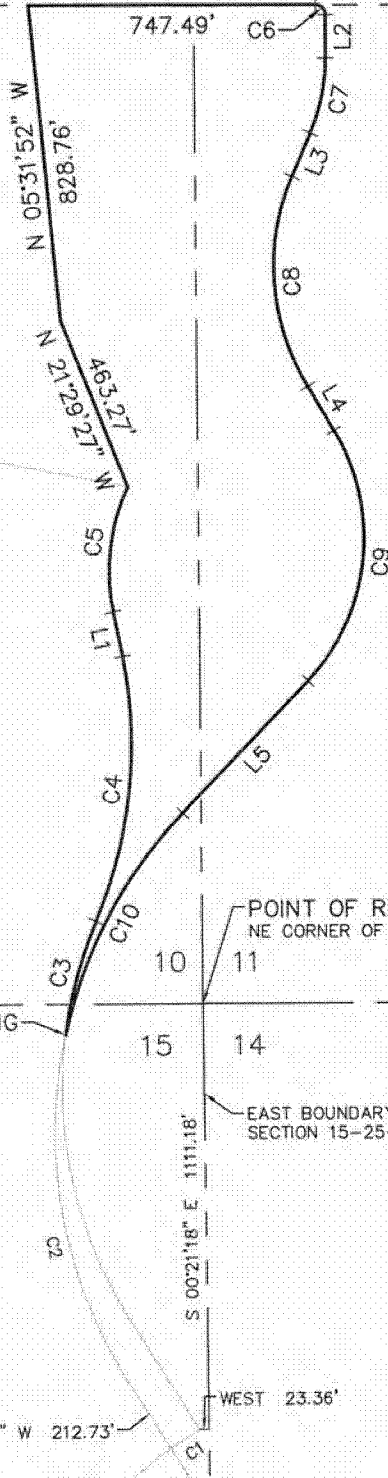
POINT OF REFERENCE
NE CORNER OF SECTION 15-25-20

EAST BOUNDARY OF
SECTION 15-25-20

WEST 23.36'

N 31°49'44" W 212.73'

S 002°1'18" E 1111.18'



Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

**MIRADA CDD
EXPANSION PARCEL 2**

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

**SKETCH ONLY
NOT A BOUNDARY SURVEY**

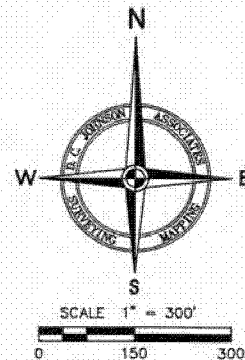
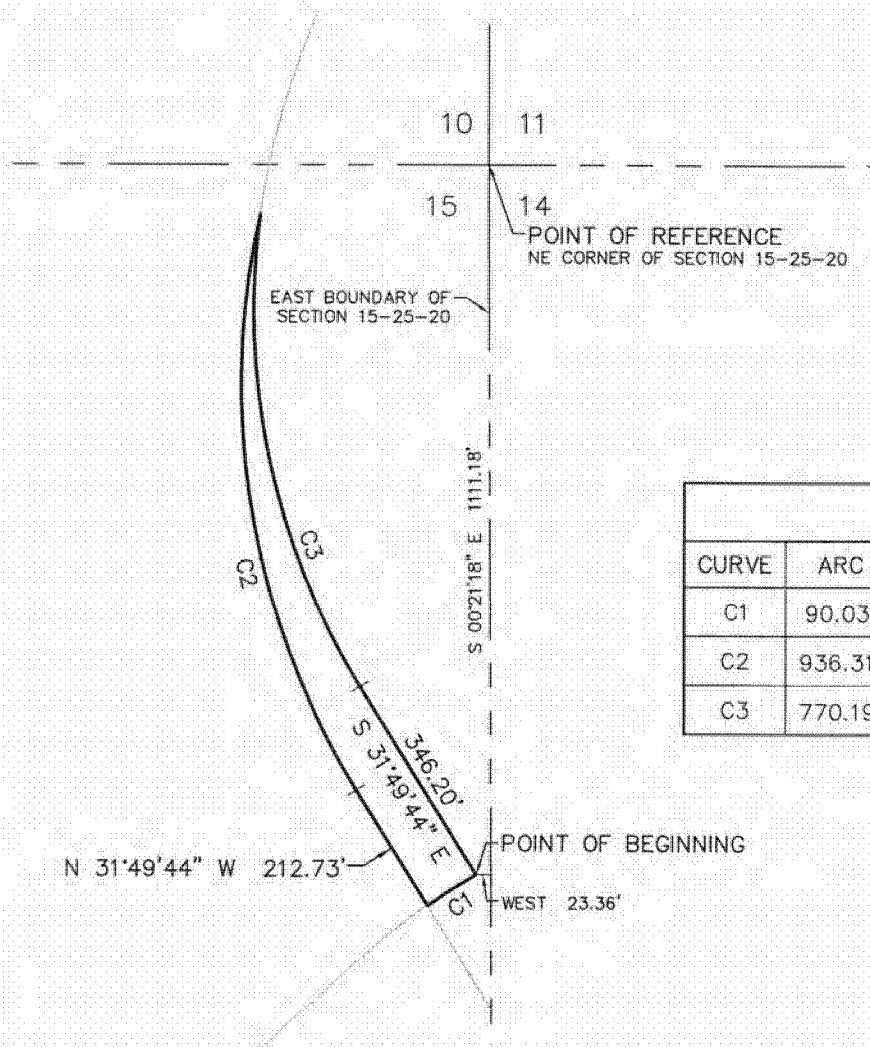
**SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION
AND CURVE/LINE TABLES**

**JOHNSON
ASSOCIATES**

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33523
(352) 588-2768 survey@dcjohnson.com
www.djohnson.com

Exhibit D



CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CH. BEARING	DIST.
C1	90.03'	1079.00'	4°46'51"	S 57°22'26" W	90.01'
C2	936.31'	1210.00'	44°20'10"	N 09°39'39" W	913.13'
C3	770.19'	1120.00'	39°24'02"	S 12°07'43" E	755.10'

DESCRIPTION:

A portion of Section 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent curve for a POINT OF BEGINNING; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet; thence N.31°49'44"W., a distance of 212.73 feet to a point of curvature; thence Northerly 936.31 feet along the arc of a curve to the right, said curve having a radius of 1,210.00 feet, a central angle of 44°20'10", and a chord bearing and distance of N.09°39'39"W., 913.13 feet to a non-tangent point of curvature; thence Southerly 770.19 feet along the arc of a curve to the left, said curve having a radius of 1,120.00 feet, a central angle of 39°24'02", and a chord bearing and distance of S.12°07'43"E., 755.10 feet; thence S.31°49'44"E., a distance of 346.20 feet to the POINT OF BEGINNING.

Containing 1.41 acres, more or less.

DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

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Improvements, if any, have not been located in conjunction with the preparation of this sketch.
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Descriptions created per this sketch.

**MIRADA CDD
LESS-OUT**

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.001

DRAWN BY: RR

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

STATE OF

FLORIDA

Andrew R. Getz License Number 7043
For D.C. Johnson & Associates, Inc.

Not valid without the signature and raised seal of a Florida Licensed Surveyor

Date: 4/09/18

**JOHNSON
ASSOCIATES**

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33523
(352) 588-2766 survey@dcjohnson.com
www.dccjohnson.com

Exhibit E

DESCRIPTION:

A portion of Sections 9, 10, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 15; thence along the East boundary of said Section 15, S.00°21'18"E., a distance of 1,111.18 feet; thence West, a distance of 23.36 feet to a non-tangent curve; thence Southwesterly 90.03 feet along the arc of a curve to the left, said curve having a radius of 1,079.00 feet, a central angle of 04°46'51", and a chord bearing and distance of S.57°22'26"W., 90.01 feet for a POINT OF BEGINNING; thence S.31°49'44"E., a distance of 227.85 feet to a point of curvature; thence Southerly 1,062.28 feet along the arc of a curve to the right, said curve having a radius of 1,090.00 feet, a central angle of 55°50'19", and a chord bearing and distance of S.03°54'35"E., 1,020.74 feet; thence S.24°00'35"W., a distance of 366.49 feet to a point of curvature; thence Southerly 613.62 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 29°03'22", and a chord bearing and distance of S.09°28'54"W., 607.06 feet; thence S.05°02'47"E., a distance of 232.40 feet to a point of curvature; thence Southerly 528.63 feet along the arc of a curve to the right, said curve having a radius of 1,940.00 feet, a central angle of 15°36'45", and a chord bearing and distance of S.02°45'35"W., 526.99 feet; thence S.10°33'58"W., a distance of 949.94 feet to a point of curvature; thence Southerly 223.14 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 10°33'58", and a chord bearing and distance of S.05°16'59"W., 222.82 feet; thence South, a distance of 23.23 feet; thence S.89°50'56"W., a distance of 2,083.79 feet; thence N.48°46'43"W., a distance of 1,253.71 feet; thence North, a distance of 759.32 feet; thence N.48°23'48"W., a distance of 801.74 feet; thence N.40°01'27"W., a distance of 1,524.08 feet; thence N.89°36'08"W., a distance of 784.31 feet; thence N.40°45'10"W., a distance of 618.56 feet; thence N.89°36'08"W., a distance of 674.28 feet; to the West boundary of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 1,481.87 feet to the Northwest corner of the East 1/4 of said Section 16; thence along the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°26'20"E., a distance of 110.00 feet to the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.89°57'11"E., a distance of 724.10 feet to the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'17"E., a distance of 1,222.99 feet to the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.89°52'23"W., a distance of 59.21 feet to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°18'14"E., a distance of 1,332.96 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°22'03"E., a distance of 130.69 feet to the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, of the public records of Pasco County, Florida; thence along said South right-of-way of the proposed Clinton Avenue Extension, N.82°19'59"E., a distance of 59.73 feet to the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, S.01°15'20"W., a distance of 138.44 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.01°10'13"W., a distance of 824.12 feet to the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.89°50'37"E., a distance of 249.98 feet to the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'16"E., a distance of 824.35 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°15'20"E., a distance of 171.29 feet to a non-tangent point of curvature, said point being on the aforementioned South right-of-way of the proposed Clinton Avenue Extension; thence along the South right-of-way of said proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, and Official Records Book 7241, Page 25, both of the public records of Pasco County Florida, the following three (3) courses and distances: 1) Easterly 1,891.98 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 18°20'04", and a chord bearing and distance of S.88°32'16"E., 1,883.92 feet; 2) S.79°22'14"E., 397.25 feet to a point of curvature; 3) Easterly 412.75 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 03°53'05", and a chord bearing and distance of S.81°18'46"E., 412.67 feet; thence S.00°23'52"W., a distance of 698.08 feet; thence S.61°24'58"E., a distance of 1,240.68 feet; thence N.74°38'23"E., a distance of 747.71 feet; thence S.79°18'06"E., a distance of 1,135.64 feet; thence N.21°29'27"W., a distance of 463.27 feet; thence N.05°31'52"W., a distance of 828.76 feet to the South right-of-way line of Clinton Avenue Extension as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along said South right-of-way line, S.89°48'58"E., a distance of 747.49 feet to a point of curvature; thence leaving said South right-of-way line, Southeasterly 39.27 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 89°59'58", and a chord bearing and distance of S.44°48'59"E., 35.36 feet; thence S.00°11'00"W., a distance of 112.47 feet to a point of curvature; thence Southerly 200.86 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 23°01'01", and a chord bearing and distance of S.11°41'31"W., 199.51 feet; thence S.23°12'01"W., a distance of 123.12 feet to a point of curvature; thence Southerly 572.18 feet along the arc of a curve to the left, said curve having a radius of 606.00 feet, a central angle of 54°05'53", and a chord bearing and distance of S.03°50'55"E., 551.16 feet; thence S.30°53'52"E., a distance of 133.91 feet to a point of curvature; thence Southerly 703.80 feet along the arc of a curve to the right, said curve having a radius of 540.00 feet, a central angle of 74°40'32", and a chord bearing and distance of S.06°26'24"W., 655.03 feet; thence S.43°46'40"W., a distance of 475.68 feet to a point of curvature; thence Southerly 1,596.70 feet along the arc of a curve to the left, said curve having a radius of 1,210.00 feet, a central angle of 75°36'24", and a chord bearing and distance of S.05°58'28"W., 1,483.35 feet; thence S.31°49'44"E., a distance of 212.73 feet to the POINT OF BEGINNING.

Containing 879.718 acres, more or less.

DESCRIPTION ONLY NOT A BOUNDARY SURVEY

SHEET 1 OF 4
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

MIRADA CDD

PREPARED FOR

CR Pasco Development Co., LLC

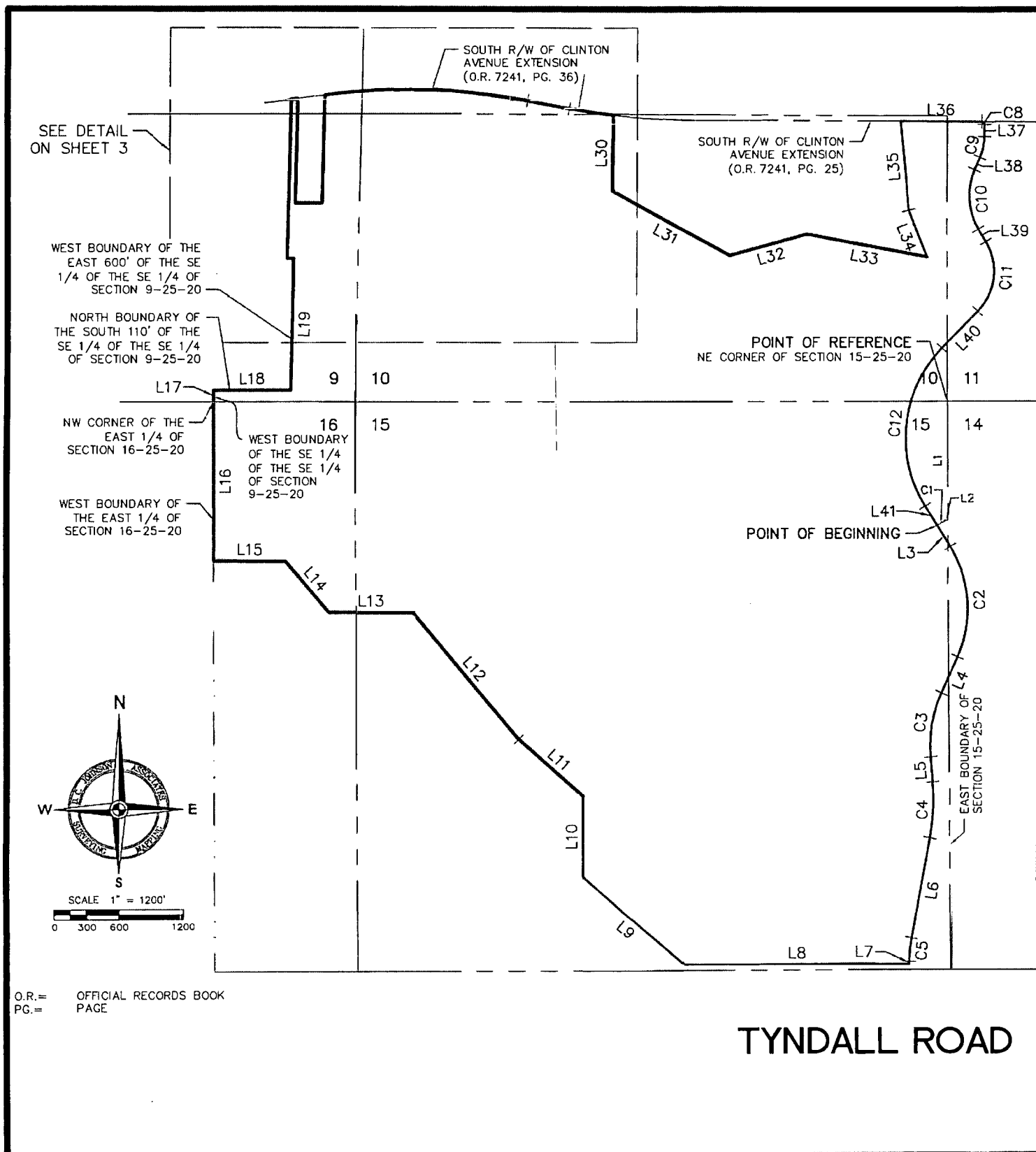
JOB NO: 1986-057A31.002

DRAWN BY: RR

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards of Practice set forth by the Florida Board of Land Surveyors in Chapter 55-F, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Andrew R. Getz
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

JOHNSON
ASSOCIATES
SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33523
(352) 588-2768 survey@dcjohnson.com
www.dccjohnson.com



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MIRADA CDD

PREPARED FOR
CR Pasco Development Co., LLC

JOB NO: 1986-057A31.002 DRAWN BY: RR

SKETCH ONLY
NOT A BOUNDARY SURVEY

SHEET 2 OF 4

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 4 FOR LINE/CURVE TABLES

JOHNSON
ASSOCIATES

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 78223
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LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°21'18" E	1111.18'
L2	WEST	23.36'
L3	S 31°49'44" E	227.85'
L4	S 24°00'35" W	366.49'
L5	S 05°02'47" E	232.40'
L6	S 10°33'58" W	949.94'
L7	SOUTH	23.23'
L8	S 89°50'56" W	2083.79'
L9	N 48°46'43" W	1253.71'
L10	NORTH	759.32'
L11	N 48°23'48" W	801.74'
L12	N 40°01'27" W	1524.08'
L13	N 89°36'08" W	784.31'
L14	N 40°45'10" W	618.56'

LINE TABLE		
LINE	DIRECTION	LENGTH
L15	N 89°36'08" W	674.28'
L16	N 00°13'44" W	1481.87'
L17	N 01°26'20" E	110.00'
L18	N 89°57'11" E	724.10'
L19	N 01°10'17" E	1222.99'
L20	S 89°52'23" W	59.21'
L21	N 01°18'14" E	1332.96'
L22	N 01°22'03" E	130.69'
L23	N 82°19'59" E	59.73'
L24	S 01°15'20" W	138.44'
L25	S 01°10'13" W	824.12'
L26	N 89°50'37" E	249.98'
L27	N 01°10'16" E	824.35'
L28	N 01°15'20" E	171.29'

LINE TABLE		
LINE	DIRECTION	LENGTH
L29	S 79°22'14" E	397.25'
L30	S 00°23'52" W	698.08'
L31	S 61°24'58" E	1240.68'
L32	N 74°38'23" E	747.71'
L33	S 79°18'06" E	1135.64'
L34	N 21°29'27" W	463.27'
L35	N 05°31'52" W	828.76'
L36	S 89°48'58" E	747.49'
L37	S 00°11'00" W	112.47'
L38	S 23°12'01" W	123.12'
L39	S 30°53'52" E	133.91'
L40	S 43°46'40" W	475.68'
L41	S 31°49'44" E	212.73'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	4°46'51"	1079.00'	90.03'	90.01'	S 57°22'26" W
C2	55°50'19"	1090.00'	1062.28'	1020.74'	S 03°54'35" E
C3	29°03'22"	1210.00'	613.62'	607.06'	S 09°28'54" W
C4	15°36'45"	1940.00'	528.63'	526.99'	S 02°45'35" W
C5	10°33'58"	1210.00'	223.14'	222.82'	S 05°16'59" W
C6	18°20'04"	5912.50'	1891.98'	1883.92'	S 88°32'16" E
C7	3°53'05"	6087.50'	412.75'	412.67'	S 81°18'46" E
C8	89°59'58"	25.00'	39.27'	35.36'	S 44°48'59" E
C9	23°01'01"	500.00'	200.86'	199.51'	S 11°41'31" W
C10	54°05'53"	606.00'	572.18'	551.16'	S 03°50'55" E
C11	74°40'32"	540.00'	703.80'	655.03'	S 06°26'24" W
C12	75°36'24"	1210.00'	1596.70'	1483.35'	S 05°58'28" W

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

MIRADA CDD

PREPARED FOR

CR Pasco Development Co., LLC

JOB NO: 1986-057A31.002

DRAWN BY: RR

LINE & CURVE TABLES

SHEET 4 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH



SURVEYING AND MAPPING

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Composite Exhibit F-1 through F-3

Exhibit F-1

**CONSENT AND JOINDER OF LANDOWNERS TO THE
BOUNDARY AMENDMENT OF THE
MIRADA COMMUNITY DEVELOPMENT DISTRICT**

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

The undersigned understands and acknowledges that the Mirada Community Development District, (the "District"), intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the District is required to include the written consent to the boundary amendment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the boundary amendment of the District which will include the Property within the lands to be a part of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment of the District.

The undersigned acknowledges that the consent will remain in full force and effect until the District's boundaries are amended. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, a consent to the boundary amendment of the District in substantially this form.

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

Executed this 30th day of April, 2018.

CR PASCO DEVELOPMENT COMPANY LLC,
A Florida limited liability company

By: **CR PASCO INVESTORS LLC,**
a Delaware limited liability company
its sole member

By: **SUBSTANTIA CANNON, LLC,**
a Delaware limited liability company
its managing member

By: 
John Ryan, As Manager

S/H



Rcpt: 1516902 Rec: 69.50
DS: 0.00 IT: 0.00
04/30/13 K. Kraengel, Dpty Clerk

Prepared by and return to:
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/30/13 04:15pm 1 of 8
OR BK 8865 PG 1339

[Space Above This Line For Recording data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)
(Cannon Ranch Parcels A & B)

This Indenture made this 30 day of April, 2013 between CANNON RANCH, LLC, a California limited liability company, NEW CITIES LAND COMPANY, INC., a California corporation, BATES PROPERTIES, INC., a California corporation, DAD PROPERTIES, LLC, a Florida limited liability company, and PROFESSIONAL LAND DEVELOPMENT, LLC, a Florida limited liability company, whose collective address is 8650 River Meadow Rd., Carmel, CA 93923, (collectively, "Grantor"), and CR PASCO DEVELOPMENT COMPANY LLC, a Delaware limited liability company whose address is 2052 N. Rocky Pointe Dr., Suite 1050, Tampa, FL 33607 ("Grantee"),

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

SEE ATTACHED EXHIBIT "A" (the "Property")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Grantor does hereby fully warrant the title to the Property, and will defend the same against lawful claims of all persons whomsoever, subject only to the matters set forth on Exhibit "B," provided, however, reference to such matters shall not reimpose the same.

To have and to hold the Property, with the tenements, hereditaments and appurtenances, unto the Grantee, its successors and assigns, in fee simple forever.

[EXECUTION PAGES TO FOLLOW]

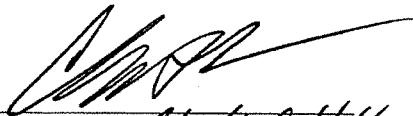
THE PROPERTY IS BEING CONVEYED PURSUANT TO THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

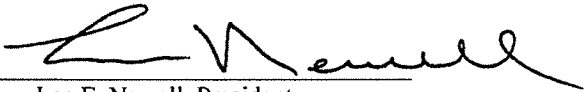
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:

CANNON RANCH, LLC,
a California limited liability company

By: NEW CITIES LAND COMPANY, INC.,
a California corporation, its Manager


Print Name: Charles C. Hobbs

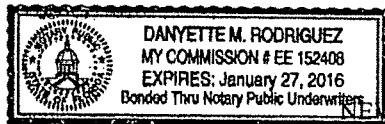
By: 
Lee E. Newell, President


Print Name: Danyette Rodriguez

State of Florida
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc., a California corporation, as Manager of Cannon Ranch, LLC, a California limited liability company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.


[Notary Seal]




Notary Public

NEW CITIES LAND COMPANY, INC., a
California corporation


Print Name: Charles C. Hobbs

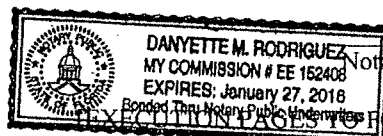
By: 
Lee E. Newell, President


Print Name: Danyette Rodriguez

State of Florida
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc. a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

EXECUTION PAGES TO FOLLOW

BATES PROPERTIES, INC., a
California corporation

[Signature]
Print Name: Charles E. Hickey

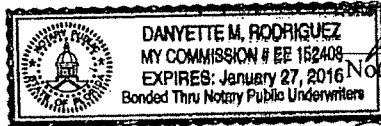
By: [Signature]
Frederick M. Bates, President

[Signature]
Print Name: Danyette Rodriguez

State of Florida
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as President of Bates Properties, Inc., a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

PROFESSIONAL LAND DEVELOPMENT, LLC,
a Florida limited liability company

[Signature]
Print Name: Charles E. Hickey

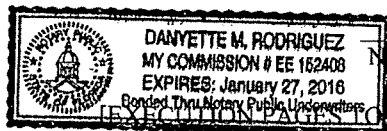
By: [Signature]
Frederick M. Bates, Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM).

[Signature]
Print Name: Danyette Rodriguez

State of Florida
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM), on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

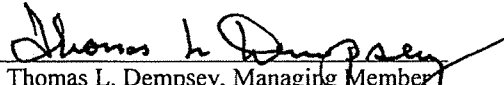



[Signature]
Notary Public

EXECUTION PAGES [FOLLOW]

DAD PROPERTIES, LLC,
a Florida limited liability company


Print Name: Charles E. Hobbie

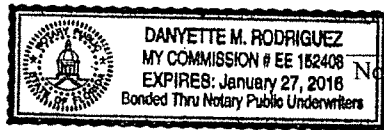
By: 
Thomas L. Dempsey, Managing Member


Print Name: Danyette Rodriguez

State of Florida
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 Thomas L. Dempsey, as Managing Member of DAD Properties, LLC, a California limited liability company, on behalf of the company. He ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]




Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A

A portion of Sections 10, 11, 14 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence S.89°36'08"E., a distance of 4,030.65 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), the following seven (7) courses and distances: 1) S.00°15'59"W., 2,170.73 feet to a point of curvature; 2) Southerly 701.41 feet along the arc of a curve to the right, said curve having a radius of 1,000.00 feet, a central angle of 40°11'17", and a chord bearing and distance of S.20°21'38"W., 687.12 feet; 3) S.40°27'16"W., 167.05 feet; 4) N.89°46'21"W., 379.87 feet to a non-tangent point of curvature; 5) Southwesterly 948.88 feet along the arc of a curve to the left, said curve having a radius of 605.96 feet, a central angle of 89°43'13", and a chord bearing and distance of S.45°24'54"W., 854.86 feet; 6) S.00°33'31"W., 709.34 to a non-tangent point of curvature; 7) Southerly 48.09 feet along the arc of a curve to the left, said curve having a radius of 1,170.00 feet, a central angle of 02°21'17", and a chord bearing and distance of S.16°31'38"W., 48.08 feet to the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence along the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, N.89°58'19"W., a distance of 1,300.69 feet to the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14; thence along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14, S.00°00'23"W., a distance of 2,292.69 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road, S.89°50'56"W., a distance of 1,103.08 feet; thence N.00°03'42"E., a distance of 553.22 feet; thence N.89°36'08"W., a distance of 855.81 feet; thence N.00°23'52"E., a distance of 2,414.78 feet; thence N.89°36'08"W., a distance of 1,345.29 feet; thence N.00°23'52"E., a distance of 1,401.40 feet; thence S.89°36'08"E., a distance of 691.25 feet; thence N.00°23'52"E., a distance of 2,247.59 feet; thence S.89°36'08"E., a distance of 1,207.47 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida.

PARCEL B

A portion of Sections 9, 10, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the South boundary of said Section 10, S.89°59'24"W., a distance of 1,219.93 feet for a POINT OF BEGINNING; thence S.00°23'52"W., a distance of 892.20 feet; thence N.89°36'08"W., a distance of 691.25 feet; thence S.00°23'52"W., a distance of 630.32 feet; thence N.89°36'08"W., a distance of 4,898.46 feet to the West boundary of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 1,481.87 feet to the Northwest corner of the East 1/4 of said Section 16; thence along the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°26'20"E., a distance of 110.00 feet to the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.89°57'11"E., a distance of 724.10 feet to the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'17"E., a distance of 1,222.99 feet to the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.89°52'23"W., a distance of 59.21 feet to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the

West boundary of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°18'14"E., a distance of 1,332.96 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°22'03"E., a distance of 130.69 feet to the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, of the public records of Pasco County Florida; thence along said South right-of-way of the proposed Clinton Avenue Extension, N.82°19'59"E., a distance of 59.73 feet to the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, S.01°15'20"W., a distance of 138.44 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, S.01°10'13"W., a distance of 824.12 feet to the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.89°50'37"E., a distance of 249.98 feet to the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'16"E., a distance of 824.35 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°15'20"E., a distance of 171.29 feet to a non-tangent point of curvature, said point being on the aforementioned South right-of-way of the proposed Clinton Avenue Extension; thence along the South right-of-way of said proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, and Official Records Book 7241, Page 25, both of the public records of Pasco County Florida, the following three (3) courses and distances: 1) Easterly 1,891.98 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 18°20'04", and a chord bearing and distance of S.88°32'16"E., 1,883.92 feet; 2) S.79°22'14"E., 397.25 feet to a point of curvature; 3) Easterly 412.75 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 03°53'05", and a chord bearing and distance of S.81°18'46"E., 412.67 feet; thence S.00°23'52"W., a distance of 1,284.09 feet; thence S.89°36'08"E., a distance of 1,906.75 feet; thence S.00°23'52"W., a distance of 1,355.39 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida.

PERMITTED EXCEPTIONS FOR PARCELS A & B

1. Taxes and assessments for the 2013 and all subsequent years.
2. Zoning and other governmental land use restrictions.
3. Per Boundary Survey from D.C. Johnson & Associates, Inc., Project No. 86057A26.00001 last dated April 24, 2013:
 - a. Fence along west boundary on Parcel B.
 - b. Clean out and sanitary sewer on south boundary of Clinton Avenue Extension along north boundary of Parcel B.
 - c. Underground gas marker along east boundary of Parcel B near NE corner of such parcel.
 - d. Barbed wire fence, tin shed, tin barn and 6' wide dirt trail shown in detail "E-E" and along east and south boundaries of Parcel A near C.R. 577 and Tyndall Road.
 - e. Overhead powerlines along east boundary of Parcel A near CR 577 (area near and including Detail "B" and Detail "C").
 - f. 50' right-of-way per Deed Book 33, Page 163 of the Public Records of Pasco County, Florida along eastern boundary of Parcel A.
4. Matters which an accurate survey or personal inspection of the property would disclose.
5. Notice of Adoption of Development Order for Cannon Ranch Development of Regional Impact recorded in O.R. Book 1801, Page 1842, together with Restated, Amended and Proposed Development of Regional Impact No. 163 Development Order Cannon Ranch Development Order recorded in O.R. Book 4564, Page 929, as amended in O.R. Book 4564, Page 955; O.R. Book 6027, Page 512 and O.R. Book 6035, Page 1270, together with A Resolution Amending, Consolidating, and Restating the Development Order for the Cannon Ranch Development of Regional Impact No. 163 recorded in O.R. Book 6072, Page 98 and Amended and Restated Development Agreement Between Pasco County and Cannon Ranch, LLC; New Cities Land Company, Inc.; Bates Properties, Inc.; DAD Properties, LLC; Belle Verde East Community Development District; Belle Verde Golf CDD; Belle Verde Lake CDD; and Cannon Ranch Co-Tenancy; for Cannon Ranch Development of Regional Impact No. 163 recorded in O.R. Book 7932, Page 440, Public Records of Pasco County, Florida.
6. Road rights-of-way reserved or conveyed by deed recorded in Deed Book 33, Page 163, Public Records of Pasco County, Florida, provided for information only.
7. Easements in favor of Tampa Electric Company recorded in O.R. Book 1236, Page 1967, Public Records of Pasco County, Florida.
8. Drainage Easement in favor of the State of Florida recorded in O.R. Book 54, Page 95, Public Records of Pasco County, Florida.
9. Borrow Pit Easement in favor of the State of Florida recorded in O.R. Book 54, Page 93, Public Records of Pasco County, Florida.
10. Easement in favor of Tampa Electric Company recorded in O.R. Book 5406, Page 1829, Public Records of Pasco County, Florida.
11. Easement and Memorandum of Agreement recorded in O.R. Book 6213, Page 568, Public Records of Pasco County, Florida.

12. Notices of Establishment of the Bella Verde Golf Community Development District recorded in O.R. Book 6896, Page 520; O.R. Book 6896, Page 524 and O.R. Book 6896, Page 528, Public Records of Pasco County, Florida.
13. Declarations of Consent to Jurisdiction of Bella Verde Golf Community Development District and to Imposition of Special Assessments recorded in O.R. Book 7349, Page 1009 and O.R. Book 7743, Page 349, Public Records of Pasco County, Florida.
14. Perpetual Deed of Conservation Easement recorded in O.R. Book 7895, Page 235, Public Records of Pasco County, Florida.
15. Rights of lessee pursuant to that certain Lease Agreement between Cannon Ranch, LLC, a California limited liability company New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation, DAD Properties, LLC, a Florida limited liability company and Professional Land Development, LLC, a Florida limited liability company, collectively, as lessor, and Southwest Cattle Co. Inc., a Florida corporation, n/k/a Southwest Cattle Company, a Florida limited liability company, as lessee ("Lessee"), dated December 25, 2009.

S/H



Rcpt: 1516902 Rec: 52.50
DS: 0.00 IT: 0.00
04/30/13 K. Kraengel, Dpty Clerk

Prepared by and return to:
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/30/13 04:15pm 1 of 6
OR BK 8865 PG 1480

[Space Above This Line For Recording data]

Quit Claim Deed

(Cannon Ranch Parcels A & B)

This Indenture made this 30 day of April, 2013 between CANNON RANCH, LLC, a California limited liability company, NEW CITIES LAND COMPANY, INC., a California corporation, BATES PROPERTIES, INC., a California corporation, DAD PROPERTIES, LLC, a Florida limited liability company, and PROFESSIONAL LAND DEVELOPMENT, LLC, a Florida limited liability company, whose collective address is 8650 River Meadow Rd., Carmel, CA 93923, (collectively, "Grantor"), and CR PASCO DEVELOPMENT COMPANY LLC, a Delaware limited liability company whose address is 2052 N. Rocky Pointe Dr., Suite 1050, Tampa, FL 33607 ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Pasco, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

[EXECUTION PAGES TO FOLLOW]

THE PROPERTY IS BEING CONVEYED PURSUANT TO THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:

CANNON RANCH, LLC,
a California limited liability company

By: NEW CITIES LAND COMPANY, INC.,
a California corporation, its Manager


Print Name: Claude C. Hilly


By: 
Lee E. Newell, President


Print Name: Danyette M. Rodriguez

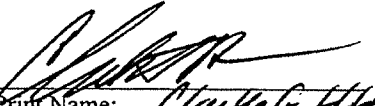
State of FL
County of Hillsborough

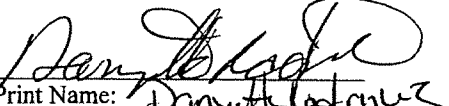
The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc., a California corporation, as Manager of Cannon Ranch, LLC, a California limited liability company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

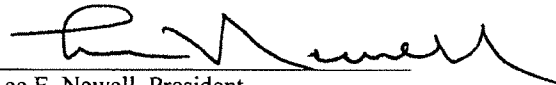
[Notary 
DANYETTE M. RODRIGUEZ
MY COMMISSION # EE 152408
EXPIRES: January 27, 2016
Bonded Thru Notary Public Underwriters


Notary Public

NEW CITIES LAND COMPANY, INC., a
California corporation

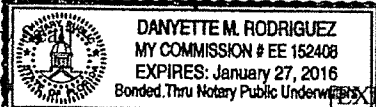

Print Name: Claude C. Hilly


Print Name: Danyette M. Rodriguez

By: 
Lee E. Newell, President

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc. a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

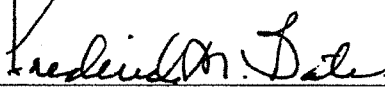
[Notary 
DANYETTE M. RODRIGUEZ
MY COMMISSION # EE 152408
EXPIRES: January 27, 2016
Bonded Thru Notary Public Underwriters


Notary Public

EXCUTION PAGES TO FOLLOW]

BATES PROPERTIES, INC., a
California corporation


Print Name: Claude C. Hobbs

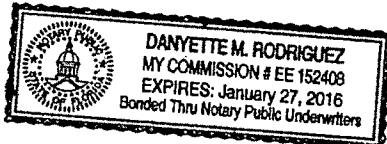
By: 
Frederick M. Bates, President



Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as President of Bates Properties, Inc., a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.


[Notary Seal]





Notary Public

PROFESSIONAL LAND DEVELOPMENT, LLC,
a Florida limited liability company


Print Name: Claude C. Hobbs

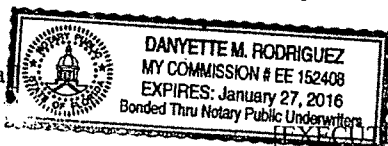
By: 
Frederick M. Bates, Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM).


Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM), on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

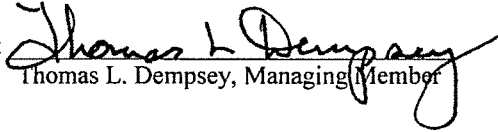


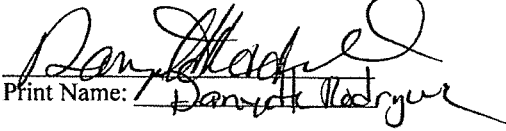

Notary Public

[EXECUTION PAGES TO FOLLOW]

DAD PROPERTIES, LLC,
a Florida limited liability company


Print Name: Claude C. Hobby

By: 
Thomas L. Dempsey, Managing Member

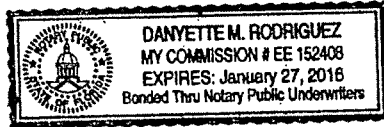

Print Name: Danvette M. Rodriguez

OR BK **8865** PG **1483**
4 of 6

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 Thomas L. Dempsey, as Managing Member of DAD Properties, LLC, a California limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



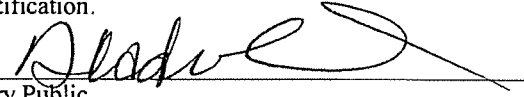

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A

A portion of Sections 10, 11, 14 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence S.89°36'08"E., a distance of 4,030.65 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), the following seven (7) courses and distances: 1) S.00°15'59"W., 2,170.73 feet to a point of curvature; 2) Southerly 701.41 feet along the arc of a curve to the right, said curve having a radius of 1,000.00 feet, a central angle of 40°11'17", and a chord bearing and distance of S.20°21'38"W., 687.12 feet; 3) S.40°27'16"W., 167.05 feet; 4) N.89°46'21"W., 379.87 feet to a non-tangent point of curvature; 5) Southwesterly 948.88 feet along the arc of a curve to the left, said curve having a radius of 605.96 feet, a central angle of 89°43'13", and a chord bearing and distance of S.45°24'54"W., 854.86 feet; 6) S.00°33'31"W., 709.34 to a non-tangent point of curvature; 7) Southerly 48.09 feet along the arc of a curve to the left, said curve having a radius of 1,170.00 feet, a central angle of 02°21'17", and a chord bearing and distance of S.16°31'38"W., 48.08 feet to the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence along the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, N.89°58'19"W., a distance of 1,300.69 feet to the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14; thence along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14, S.00°00'23"W., a distance of 2,292.69 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road, S.89°50'56"W., a distance of 1,103.08 feet; thence N.00°03'42"E., a distance of 553.22 feet; thence N.89°36'08"W., a distance of 855.81 feet; thence N.00°23'52"E., a distance of 2,414.78 feet; thence N.89°36'08"W., a distance of 1,345.29 feet; thence N.00°23'52"E., a distance of 1,401.40 feet; thence S.89°36'08"E., a distance of 691.25 feet; thence N.00°23'52"E., a distance of 2,247.59 feet; thence S.89°36'08"E., a distance of 1,207.47 feet to the POINT OF BEGINNING.

PARCEL B

A portion of Sections 9, 10, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the South boundary of said Section 10, S.89°59'24"W., a distance of 1,219.93 feet for a POINT OF BEGINNING; thence S.00°23'52"W., a distance of 892.20 feet; thence N.89°36'08"W., a distance of 691.25 feet; thence S.00°23'52"W., a distance of 630.32 feet; thence N.89°36'08"W., a distance of 4,898.46 feet to the West boundary of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 1,481.87 feet to the Northwest corner of the East 1/4 of said Section 16; thence along the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°26'20"E., a distance of 110.00 feet to the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.89°57'11"E., a distance of 724.10 feet to the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'17"E., a distance of 1,222.99 feet to the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.89°52'23"W., a distance of 59.21 feet to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°18'14"E., a distance of 1,332.96 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°22'03"E., a distance of 130.69 feet to the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, of the public records of Pasco County Florida; thence along said South right-of-way of the proposed Clinton Avenue Extension, N.82°19'59"E., a distance of 59.73 feet to the West

boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, S.01°15'20"W., a distance of 138.44 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.01°10'13"W., a distance of 824.12 feet to the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.89°50'37"E., a distance of 249.98 feet to the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'16"E., a distance of 824.35 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°15'20"E., a distance of 171.29 feet to a non-tangent point of curvature, said point being on the aforementioned South right-of-way of the proposed Clinton Avenue Extension; thence along the South right-of-way of said proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, and Official Records Book 7241, Page 25, both of the public records of Pasco County Florida, the following three (3) courses and distances: 1) Easterly 1,891.98 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 18°20'04", and a chord bearing and distance of S.88°32'16"E., 1,883.92 feet; 2) S.79°22'14"E., 397.25 feet to a point of curvature; 3) Easterly 412.75 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 03°53'05", and a chord bearing and distance of S.81°18'46"E., 412.67 feet; thence S.00°23'52"W., a distance of 1,284.09 feet; thence S.89°36'08"E., a distance of 1,906.75 feet; thence S.00°23'52"W., a distance of 1,355.39 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Any portion of the real property described in that certain Special Warranty Deed recorded at Official Records Book 5853, Page 1455 of the Public Records of Pasco County, Florida lying within the hereinabove described Parcel A or Parcel B.



2013093842

Rcpt: 1524060 Rec: 95.00

DS: 0.70 IT: 0.00

05/29/13 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

05/29/13 09:37 AM 1 of 11

OR BK **8879** PG **2010**

Prepared by and return to:
Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "**Deed**"), executed as of this 23 day of May, 2013, by **BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT**, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose mailing address is c/o 1510 W. Cleveland Street, Tampa, Florida 33606, in favor of **CR PASCO DEVELOPMENT COMPANY LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 2052 N. Rocky Pointe Drive, Suite 1050, Tampa, Florida 33607.

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs, successors and assigns forever, the real property situate, lying, and being in Pasco County, Florida, and legally described in **Exhibit "A"** attached to this Deed (the "**Property**").

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

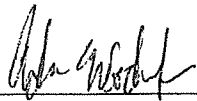
TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby specially covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, and that the Property is being conveyed to Grantee subject to applicable zoning ordinances, taxes for the current and subsequent years, and all matters of public record, but this reference is not intended to reimpose the same.

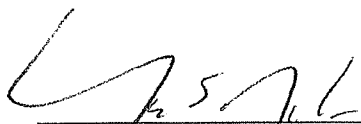
THE PROPERTY IS BEING CONVEYED IN ACCORDANCE WITH THE CONSENT TO RESOLUTION ATTACHED HERETO AS EXHIBIT "B" IN ORDER TO, AMONG OTHER THINGS, COMPLETE THE TRANSACTION AND RECEIVE ALL BENEFITS OF THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

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

Signed, sealed, and delivered
in the presence of:

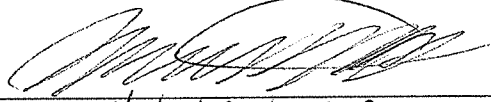

Signature of Witness 1

Adam Woodruff
Print name of Witness 1


Signature of Witness 2

Michael S. Lawson
Print name of Witness 2

**BELLA VERDE GOLF COMMUNITY
DEVELOPMENT DISTRICT**, formerly known as
Cannon Ranch Golf Community Development
District, a special purpose unit of local government
organized pursuant to Chapter 190, Florida Statutes

By: 

Print Name: Michael S. Lawson

Title: Chairman of the Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.:

The foregoing instrument was acknowledged before me this 23 day of May, 2013, by Michael S. Lawson, as Chairman of the Board of Supervisors BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, who is () personally known to me or (☒) who produced drivers license as identification. ..

[Affix Notary Seal]


Notary Public



KRISTINE ERWIN
MY COMMISSION # EE 031777
EXPIRES: October 3, 2014
Bonded Thru Budget Notary Services

Kristine Erwin
(Print or type name)
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description

CDD PARCEL A

The real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida lying within the following described real property:

A portion of Sections 10, 11, 14 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence S.89°36'08"E., a distance of 4,030.65 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), the following seven (7) courses and distances: 1) S.00°15'59"W., 2,170.73 feet to a point of curvature; 2) Southerly 701.41 feet along the arc of a curve to the right, said curve having a radius of 1,000.00 feet, a central angle of 40°11'17", and a chord bearing and distance of S.20°21'38"W., 687.12 feet; 3) S.40°27'16"W., 167.05 feet; 4) N.89°46'21"W., 379.87 feet to a non-tangent point of curvature; 5) Southwesterly 948.88 feet along the arc of a curve to the left, said curve having a radius of 605.96 feet, a central angle of 89°43'13", and a chord bearing and distance of S.45°24'54"W., 854.86 feet; 6) S.00°33'31"W., 709.34 to a non-tangent point of curvature; 7) Southerly 48.09 feet along the arc of a curve to the left, said curve having a radius of 1,170.00 feet, a central angle of 02°21'17", and a chord bearing and distance of S.16°31'38"W., 48.08 feet to the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence along the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, N.89°58'19"W., a distance of 1,300.69 feet to the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14; thence along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14, S.00°00'23"W., a distance of 2,292.69 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road, S.89°50'56"W., a distance of 1,103.08 feet; thence N.00°03'42"E., a distance of 553.22 feet; thence N.89°36'08"W., a distance of 855.81 feet; thence N.00°23'52"E., a distance of 2,414.78 feet; thence N.89°36'08"W., a distance of 1,345.29 feet; thence N.00°23'52"E., a distance of 1,401.40 feet; thence S.89°36'08"E., a distance of 691.25 feet; thence N.00°23'52"E., a distance of 2,247.59 feet; thence S.89°36'08"E., a distance of 1,207.47 feet to the POINT OF BEGINNING.

CDD PARCEL B

The real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida lying within the following described real property:

A portion of Sections 9, 10, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

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the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'16"E., a distance of 824.35 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°15'20"E., a distance of 171.29 feet to a non-tangent point of curvature, said point being on the aforementioned South right-of-way of the proposed Clinton Avenue Extension; thence along the South right-of-way of said proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, and Official Records Book 7241, Page 25, both of the public records of Pasco County Florida, the following three (3) courses and distances: 1) Easterly 1,891.98 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 18°20'04", and a chord bearing and distance of S.88°32'16"E., 1,883.92 feet; 2) S.79°22'14"E., 397.25 feet to a point of curvature; 3) Easterly 412.75 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 03°53'05", and a chord bearing and distance of S.81°18'46"E., 412.67 feet; thence S.00°23'52"W., a distance of 1,284.09 feet; thence S.89°36'08"E., a distance of 1,906.75 feet; thence S.00°23'52"W., a distance of 1,355.39 feet to the POINT OF BEGINNING.

Exhibit B**CONSENT TO RESOLUTION**

The undersigned constitute the "Purchaser" that is described in that certain Resolution Number 2013-06 (the "**Resolution**") of the Bella Verde Golf Community Development District (the "**District**"). A copy of the Resolution is attached hereto as **Exhibit "A"** and capitalized terms not defined herein are as defined in the Resolution. In accordance with Section 8 of the Resolution, Purchaser agrees to pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts to Purchaser and Purchaser consents to the Resolution. CRCG One, CRCG Two and CRP shall allocate such costs amongst them on a proportionate basis based upon the gross acreage of those portions of the Common Area Tracts deeded to such entities. The Resolution mentions, among other things, certain substantial considerations and benefits to the District as a result of Purchaser's closing the Sale under the Plan. Without limiting Purchaser's above agreement and consent, Purchaser notes for the record as an additional such benefit and consideration, i.e., as part of the Sale, Purchaser shall make certain direct payments to the District that the District will use to pay certain unsecured creditors of the District. Intending to be legally bound, CRCG One, CRCG Two and CRP hereby execute this instrument effective as of April 30, 2013 and direct that it be delivered to the District.

CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation, its General Partner

By: 
John Ryan, President

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,** a Delaware corporation,
its General Partner

By: 
John Ryan, President

**CR PASCO DEVELOPMENT COMPANY
LLC**, a Delaware limited liability company

By: **CR PASCO INVESTORS LLC**, a
Delaware limited liability company,
its sole member

By: **SUBSTANTIA CANNON, LLC**, a
Delaware limited liability company,
its managing member


By: 
John Ryan, Manager

Exhibit ARESOLUTION NO. 2013-06

A RESOLUTION: APPROVING AN ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION ENTERED INTO BY THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION; AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO TERMINATE THE CAPITAL IMPROVEMENT PLAN DESCRIBED IN THAT CERTAIN ENGINEER'S REPORT, AS REVISED, VALIDATED AND MODIFIED DATED AND FOREGO ANY FURTHER WORK IN FURTHERANCE THEROF; IN FURTHERANCE OF THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION AND AS PART OF THE SATISFACTION OF SECURED AND OTHER CLAIMS THEREUNDER, AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO CONVEY ALL COMMON AREA TRACTS AND OTHER LAND TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AND DELIVER A SPECIAL WARRANTY DEED AND OTHER CLOSING DOCUMENTS NECESSARY FOR THE CONVEYANCE OF ALL SUCH COMMON AREA TRACTS TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION.

WHEREAS, the Bella Verde Golf Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Act; and

WHEREAS, the District previously indicated its intention to construct certain public infrastructure improvements as described in the Report of the Consulting Engineers prepared by WilsonMiller dated October 11, 2004, as revised on February 21, 2005, validated on February 23, 2005, and as modified February 7, 2006 (the "**Engineer's Report**"), and to finance the

capital improvement plan described in the Engineer's Report (the "**Capital Improvement Plan**") through the issuance of one or more series of bond anticipation notes or bonds which were to be repaid by special assessments levied on the benefited property within the District, including the Acquired Property (as below defined); and

WHEREAS, to fund a portion of the cost of the Capital Improvement Plan, the District previously issued its Bella Verde Golf Community Development District Bond Anticipation Notes, Series 2006 (the "**Series 2006 Note**"). The Series 2006 Note matured on December 17, 2007. Upon the maturity of the Series 2006 Note, a new Bond Anticipation Note, Series 2007 (the "**Series 2007 Note**") was issued to refinance the Series 2006 Note. The Series 2007 Note matured on December 18, 2008. The Series 2007 Note was not extended when it matured on December 18, 2008. Currently, the District is default in its payments to the holders of the Series 2007 Note and the holders of the Series 2007 Note have made certain claims against the District; and

WHEREAS, with a portion of the proceeds generated from the issuance of the Series 2006 Note, the District purchased the tracts described in **Exhibit "A"** (the "**Common Area Tracts**") in order to construct the Capital Improvement Plan in the Common Area Tracts. Due to the downturn in the real estate market, the District was unable to finance and construct the Capital Improvement Plan that it had planned to construct in, among other things, the Common Area Tracts; and

WHEREAS, on or before April 30, 2013, **CRCG One LP**, a Delaware limited partnership ("**CRCG One**"), **CRCG Two LP**, a Delaware limited partnership ("**CRCG Two**"), and **CR Pasco Development Company LLC** Delaware limited liability company ("**CRP**" and collectively with **CRCG One** and **CRCG Two**, the "**Purchaser**") will acquire the lands within the District described in **Exhibit "B"** attached hereto (the "**Acquired Property**") pursuant to and as authorized by: (i) that certain Amended Joint Plan of Reorganization for Professional Land Development, LLC and Cannon Ranch, LLC, as amended and modified from time to time (the "**Plan**"), which Plan was confirmed by the Bankruptcy Court pursuant to that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered by the Bankruptcy Court on November 10, 2011, as amended by that Order Granting Motion for Order Modifying Dates in Confirmation Order entered by the Bankruptcy Court (PLD Doc. No. 3681; CR Doc. No. 202, as modified and amended from time to time) (the "**Confirmation Order**"), which Confirmation Order is incorporated herein by reference; and (ii) the **Pasadera LOI** and **Final Purchase Agreement** (as each are defined in the Confirmation Order, and all other capitalized terms not herein defined are as defined in the Confirmation Order); and

WHEREAS, the Confirmation Order provides, among other things, that: (i) the Plan, including the Modifications, is binding upon, among others, all Creditors, including without limitation, the District, the holders of the Series 2007 Note and all other parties in interest; (ii) the Acquired Property be sold free and clear of all Encumbrances, including without limitation, the CDD Claims; (iii) the Sale provides for direct payment of the Claims of, among others, the holders of the Series 2007 Note, without the need to remit payment through the CDDs, including the District; (iv) payments by the Purchaser at the Sale closing are in full and complete satisfaction of, among other things, all Claims against the Districts; and (v) the holders of the

Series 2007 Note, among other parties, dismiss with prejudice all litigation and/or issue satisfactions of all judgments against the District, among others; and

WHEREAS, the matters recited in the immediately preceding paragraph provide the District with direct and substantial benefits and Purchaser would not have consummated such matters, including satisfaction of the Claims against the District, without the conveyance of the Common Area Tracts to Purchaser; and

WHEREAS, the Capital Improvement Plan and Common Area Tracts no longer serve a viable public purpose as a result of, among other factors: (i) changed economic and development circumstances occurring since the District acquired the Common Area Tracts to construct the Capital Improvement Plan; (ii) the District's inability to develop the Common Area Tracts and render assessments on the Acquired Property; and (iii) the fact that Purchaser informed the District that it will not proceed under the Capital Improvement Plan as it concerns the Acquired Property and the Common Area Tracts, and that Purchaser will create another development plan for the lands within the District; and

WHEREAS, the Common Area Tracts are assessed no monetary value by the Pasco County Property Appraiser; and

WHEREAS, in furtherance of the Plan, as approved by the Confirmation Order, and for the purposes and considerations herein set forth, the District desires to convey the Common Area Tracts to the Purchaser so it may realize the full benefits of the Plan, Sale and Confirmation Order and so that it may develop all of the lands within the District in accordance with a new development plan, which new development plan may in Purchaser's discretion include a new capital improvement plan and another conveyance of land to the District; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") THAT:

1. The above recitals are true, correct, ratified and approved and are incorporated herein by reference as if fully set forth herein.
2. The District ratifies and confirms the Plan, including the Modifications, and the Confirmation Order, including, but not limited to, direct payment of the Claims of the holders of the Series 2007 Note, without the need to remit payment through the District
3. Subject to the closing of the Sale, including but not limited to, satisfaction of the Claims against the District, the Capital Improvement Plan shall be deemed terminated and of no further force and effect.
4. The District does not have resources to develop the Common Area Tracts and the Common Area Tracts cannot be developed without the Acquired Property; thus, the Common Area Tracts are not needed by the District.
5. The District will receive substantial benefits and others considerations due to

Purchaser's closing of the Sale as herein set forth, which serve the public purpose and benefit the District; thus, it is in the best interest of the public and the District for the Common Area Tracts to be conveyed to Purchaser as part of or promptly after the Sale.

6. The Acquired Property will be conveyed to CRCG One, CRCG Two and CRP by separate deeds and legal descriptions; therefore the parties intent that the Common Area Tracts be conveyed to CRCG One, CRCG Two and CRP to the extent of those portions of the Common Area Tracts that fall within the portions of the Acquired Property owned by CRCG One, CRCG Two and CRP.

7. The Board hereby authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to execute and deliver special warranty deeds conveying the Common Area Tracts to CRCG One, CRCG Two and CRP or to such other entity as directed by the Purchaser, together with a closing statement and such other instruments as may be reasonably necessary to consummate the closing pursuant to and consistent with this Resolution and the Plan, but only as part of or promptly after the Sale, including payment of the Claims applicable to the District in accordance with the Plan and Confirmation Order.


8. The Board hereby further authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to require that, as a condition to such conveyances of the Common Area Tracts: (i) Purchaser pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts hereunder; and (ii) Purchaser consent to this Resolution.

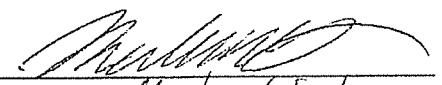
9. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2013.

Attest:

**Bella Verde Golf
Community Development District**


Name: PETER A. ALTMAN
Secretary/Assistant Secretary


Name: Michael S. Lawson
Chairperson of the Board of Supervisors



2013093845

Rept: 1524060 Rec: 95.00

DS: 0.70 IT: 0.00

05/29/13 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

05/29/13 09:37 AM 1 of 11

OR BK **8879** PG **2041**

Prepared by and return to:
Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

[Space Above This Line For Recording data]

Quit Claim Deed

This Indenture made this 23 day of May, 2013 by **BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT**, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose address is c/o 1510 W. Cleveland Street, Tampa, Florida 33606, in favor of **CR PASCO DEVELOPMENT COMPANY LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 2052 N. Rocky Pointe Drive, Suite 1050, Tampa, Florida 33607.

Witnesseth that said Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Pasco, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "**Property**")


Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

[EXECUTION PAGES TO FOLLOW]

THE PROPERTY IS BEING CONVEYED IN ACCORDANCE WITH THE CONSENT TO RESOLUTION ATTACHED HERETO AS EXHIBIT "B" IN ORDER TO, AMONG OTHER THINGS, COMPLETE THE TRANSACTION AND RECEIVE ALL BENEFITS OF THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

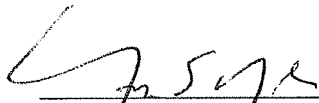
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

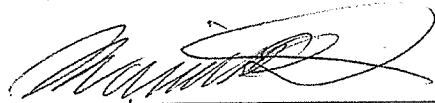

Signature of Witness 1

Adam Woodruff
Print name of Witness 1

**BELLA VERDE GOLF COMMUNITY
DEVELOPMENT DISTRICT**, formerly known as
Cannon Ranch Golf Community Development
District, a special purpose unit of local government
organized pursuant to Chapter 190, Florida Statutes


Signature of Witness 2

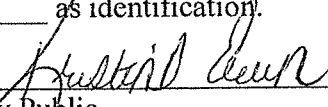
Lee E. Nelson
Print name of Witness 2

By: 
Print Name: Michael S. Lawson
Title: Chairman of the Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.:

The foregoing instrument was acknowledged before me this 23 day of May, 2013, by Michael S. Lawson, as Chairman of the Board of Supervisors BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, who is () personally known to me or (X) who produced Idaho's License as identification.

[Affix Notary Seal]


Notary Public

Kristine Erwin
(Print or type name)
Commission No.: _____
My Commission Expires: _____



KRISTINE ERWIN
MY COMMISSION # EE 031777
EXPIRES: October 3, 2014
Bonded Thru Budget Notary Services

EXHIBIT "A"

Any portion of the real property described in that certain Special Warranty Deed recorded at Official Records Book 5853, Page 1455 of the Public Records of Pasco County, Florida lying within Parcel A and Parcel B respectively, as described below.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS OF REAL PROPERTY:

PARCEL A

A portion of Sections 10, 11, 14 and 15, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence S.89°36'08"E., a distance of 4,030.65 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), the following seven (7) courses and distances: 1) S.00°15'59"W., 2,170.73 feet to a point of curvature; 2) Southerly 701.41 feet along the arc of a curve to the right, said curve having a radius of 1,000.00 feet, a central angle of 40°11'17", and a chord bearing and distance of S.20°21'38"W., 687.12 feet; 3) S.40°27'16"W., 167.05 feet; 4) N.89°46'21"W., 379.87 feet to a non-tangent point of curvature; 5) Southwesterly 948.88 feet along the arc of a curve to the left, said curve having a radius of 605.96 feet, a central angle of 89°43'13", and a chord bearing and distance of S.45°24'54"W., 854.86 feet; 6) S.00°33'31"W., 709.34 to a non-tangent point of curvature; 7) Southerly 48.09 feet along the arc of a curve to the left, said curve having a radius of 1,170.00 feet, a central angle of 02°21'17", and a chord bearing and distance of S.16°31'38"W., 48.08 feet to the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence along the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, N.89°58'19"W., a distance of 1,300.69 feet to the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14; thence along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 14, S.00°00'23"W., a distance of 2,292.69 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road, S.89°50'56"W., a distance of 1,103.08 feet; thence N.00°03'42"E., a distance of 553.22 feet; thence N.89°36'08"W., a distance of 855.81 feet; thence N.00°23'52"E., a distance of 2,414.78 feet; thence N.89°36'08"W., a distance of 1,345.29 feet; thence N.00°23'52"E., a distance of 1,401.40 feet; thence S.89°36'08"E., a distance of 691.25 feet; thence N.00°23'52"E., a distance of 2,247.59 feet; thence S.89°36'08"E., a distance of 1,207.47 feet to the POINT OF BEGINNING.

PARCEL B

A portion of Sections 9, 10, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the South boundary of said Section 10, S.89°59'24"W., a distance of 1,219.93 feet for a POINT OF BEGINNING; thence S.00°23'52"W., a distance of 892.20 feet; thence N.89°36'08"W., a distance of 691.25 feet; thence S.00°23'52"W., a distance of 630.32 feet; thence N.89°36'08"W., a distance of 4,898.46 feet to the West boundary of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 1,481.87 feet to the Northwest corner of the East 1/4 of said Section 16; thence along the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°26'20"E., a distance of 110.00 feet to the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the North boundary of the South 110 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.89°57'11"E., a distance of 724.10 feet to the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'17"E., a distance of 1,222.99 feet to the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.89°52'23"W., a distance of 59.21 feet to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°18'14"E., a distance of 1,332.96 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°22'03"E., a distance of 130.69 feet to the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, of the public records of Pasco County Florida; thence along said South right-of-way of the proposed Clinton Avenue Extension, N.82°19'59"E., a distance of 59.73 feet to the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, S.01°15'20"W., a distance of 138.44 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.01°10'13"W., a distance of 824.12 feet to the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.89°50'37"E., a distance of 249.98 feet to the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, N.01°10'16"E., a distance of 824.35 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the East boundary of the West 250 feet of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°15'20"E., a distance of 171.29 feet to a non-tangent point of curvature, said point being on the aforementioned South right-of-way of the proposed Clinton Avenue Extension; thence along the South right-of-way of said proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 36, and Official Records Book 7241, Page 25, both of the public records of Pasco County Florida, the following three (3) courses and distances: 1) Easterly 1,891.98 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 18°20'04", and a chord bearing and distance of S.88°32'16"E., 1,883.92 feet; 2)

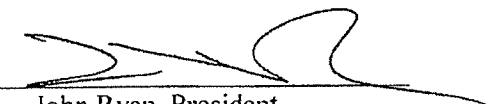
S.79°22'14"E., 397.25 feet to a point of curvature; 3) Easterly 412.75 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 03°53'05", and a chord bearing and distance of S.81°18'46"E., 412.67 feet; thence S.00°23'52"W., a distance of 1,284.09 feet; thence S.89°36'08"E., a distance of 1,906.75 feet; thence S.00°23'52"W., a distance of 1,355.39 feet to the POINT OF BEGINNING.

Exhibit B**CONSENT TO RESOLUTION**

The undersigned constitute the "Purchaser" that is described in that certain Resolution Number 2013-06 (the "**Resolution**") of the Bella Verde Golf Community Development District (the "**District**"). A copy of the Resolution is attached hereto as **Exhibit "A"** and capitalized terms not defined herein are as defined in the Resolution. In accordance with Section 8 of the Resolution, Purchaser agrees to pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts to Purchaser and Purchaser consents to the Resolution. CRCG One, CRCG Two and CRP shall allocate such costs amongst them on a proportionate basis based upon the gross acreage of those portions of the Common Area Tracts deeded to such entities. The Resolution mentions, among other things, certain substantial considerations and benefits to the District as a result of Purchaser's closing the Sale under the Plan. Without limiting Purchaser's above agreement and consent, Purchaser notes for the record as an additional such benefit and consideration, i.e., as part of the Sale, Purchaser shall make certain direct payments to the District that the District will use to pay certain unsecured creditors of the District. Intending to be legally bound, CRCG One, CRCG Two and CRP hereby execute this instrument effective as of April 30, 2013 and direct that it be delivered to the District.


CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation, its General Partner

By: 
John Ryan, President

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,** a Delaware corporation,
its General Partner

By: 
John Ryan, President

**CR PASCO DEVELOPMENT COMPANY
LLC**, a Delaware limited liability company

By: **CR PASCO INVESTORS LLC**, a
Delaware limited liability company,
its sole member

By: **SUBSTANTIA CANNON, LLC**, a
Delaware limited liability company,
its managing member

By: 
John Ryan, Manager

Exhibit ARESOLUTION NO. 2013-06

A RESOLUTION: APPROVING AN ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION ENTERED INTO BY THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION; AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO TERMINATE THE CAPITAL IMPROVEMENT PLAN DESCRIBED IN THAT CERTAIN ENGINEER'S REPORT, AS REVISED, VALIDATED AND MODIFIED DATED AND FOREGO ANY FURTHER WORK IN FURTHERANCE THEROF; IN FURTHERANCE OF THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION AND AS PART OF THE SATISFACTION OF SECURED AND OTHER CLAIMS THEREUNDER, AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO CONVEY ALL COMMON AREA TRACTS AND OTHER LAND TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AND DELIVER A SPECIAL WARRANTY DEED AND OTHER CLOSING DOCUMENTS NECESSARY FOR THE CONVEYANCE OF ALL SUCH COMMON AREA TRACTS TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION.

WHEREAS, the Bella Verde Golf Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Act; and

WHEREAS, the District previously indicated its intention to construct certain public infrastructure improvements as described in the Report of the Consulting Engineers prepared by WilsonMiller dated October 11, 2004, as revised on February 21, 2005, validated on February 23, 2005, and as modified February 7, 2006 (the "**Engineer's Report**"), and to finance the

capital improvement plan described in the Engineer's Report (the "**Capital Improvement Plan**") through the issuance of one or more series of bond anticipation notes or bonds which were to be repaid by special assessments levied on the benefited property within the District, including the Acquired Property (as below defined); and

WHEREAS, to fund a portion of the cost of the Capital Improvement Plan, the District previously issued its Bella Verde Golf Community Development District Bond Anticipation Notes, Series 2006 (the "**Series 2006 Note**"). The Series 2006 Note matured on December 17, 2007. Upon the maturity of the Series 2006 Note, a new Bond Anticipation Note, Series 2007 (the "**Series 2007 Note**") was issued to refinance the Series 2006 Note. The Series 2007 Note matured on December 18, 2008. The Series 2007 Note was not extended when it matured on December 18, 2008. Currently, the District is default in its payments to the holders of the Series 2007 Note and the holders of the Series 2007 Note have made certain claims against the District; and

WHEREAS, with a portion of the proceeds generated from the issuance of the Series 2006 Note, the District purchased the tracts described in **Exhibit "A"** (the "**Common Area Tracts**") in order to construct the Capital Improvement Plan in the Common Area Tracts. Due to the downturn in the real estate market, the District was unable to finance and construct the Capital Improvement Plan that it had planned to construct in, among other things, the Common Area Tracts; and

WHEREAS, on or before April 30, 2013, **CRCG One LP**, a Delaware limited partnership ("**CRCG One**"), **CRCG Two LP**, a Delaware limited partnership ("**CRCG Two**"), and **CR Pasco Development Company LLC** Delaware limited liability company ("**CRP**") and collectively with **CRCG One** and **CRCG Two**, the "**Purchaser**") will acquire the lands within the District described in **Exhibit "B"** attached hereto (the "**Acquired Property**") pursuant to and as authorized by: (i) that certain Amended Joint Plan of Reorganization for Professional Land Development, LLC and Cannon Ranch, LLC, as amended and modified from time to time (the "**Plan**"), which Plan was confirmed by the Bankruptcy Court pursuant to that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered by the Bankruptcy Court on November 10, 2011, as amended by that Order Granting Motion for Order Modifying Dates in Confirmation Order entered by the Bankruptcy Court (PLD Doc. No. 3681; CR Doc. No. 202, as modified and amended from time to time) (the "**Confirmation Order**"), which Confirmation Order is incorporated herein by reference; and (ii) the **Pasadera LOI** and **Final Purchase Agreement** (as each are defined in the Confirmation Order, and all other capitalized terms not herein defined are as defined in the Confirmation Order); and

WHEREAS, the Confirmation Order provides, among other things, that: (i) the Plan, including the Modifications, is binding upon, among others, all Creditors, including without limitation, the District, the holders of the Series 2007 Note and all other parties in interest; (ii) the Acquired Property be sold free and clear of all Encumbrances, including without limitation, the CDD Claims; (iii) the Sale provides for direct payment of the Claims of, among others, the holders of the Series 2007 Note, without the need to remit payment through the CDDs, including the District; (iv) payments by the Purchaser at the Sale closing are in full and complete satisfaction of, among other things, all Claims against the Districts; and (v) the holders of the

Series 2007 Note, among other parties, dismiss with prejudice all litigation and/or issue satisfactions of all judgments against the District, among others; and

WHEREAS, the matters recited in the immediately preceding paragraph provide the District with direct and substantial benefits and Purchaser would not have consummated such matters, including satisfaction of the Claims against the District, without the conveyance of the Common Area Tracts to Purchaser; and

WHEREAS, the Capital Improvement Plan and Common Area Tracts no longer serve a viable public purpose as a result of, among other factors: (i) changed economic and development circumstances occurring since the District acquired the Common Area Tracts to construct the Capital Improvement Plan; (ii) the District's inability to develop the Common Area Tracts and render assessments on the Acquired Property; and (iii) the fact that Purchaser informed the District that it will not proceed under the Capital Improvement Plan as it concerns the Acquired Property and the Common Area Tracts, and that Purchaser will create another development plan for the lands within the District; and

WHEREAS, the Common Area Tracts are assessed no monetary value by the Pasco County Property Appraiser; and

WHEREAS, in furtherance of the Plan, as approved by the Confirmation Order, and for the purposes and considerations herein set forth, the District desires to convey the Common Area Tracts to the Purchaser so it may realize the full benefits of the Plan, Sale and Confirmation Order and so that it may develop all of the lands within the District in accordance with a new development plan, which new development plan may in Purchaser's discretion include a new capital improvement plan and another conveyance of land to the District; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") THAT:

1. The above recitals are true, correct, ratified and approved and are incorporated herein by reference as if fully set forth herein.
2. The District ratifies and confirms the Plan, including the Modifications, and the Confirmation Order, including, but not limited to, direct payment of the Claims of the holders of the Series 2007 Note, without the need to remit payment through the District
3. Subject to the closing of the Sale, including but not limited to, satisfaction of the Claims against the District, the Capital Improvement Plan shall be deemed terminated and of no further force and effect.
4. The District does not have resources to develop the Common Area Tracts and the Common Area Tracts cannot be developed without the Acquired Property; thus, the Common Area Tracts are not needed by the District.
5. The District will receive substantial benefits and others considerations due to

Purchaser's closing of the Sale as herein set forth, which serve the public purpose and benefit the District; thus, it is in the best interest of the public and the District for the Common Area Tracts to be conveyed to Purchaser as part of or promptly after the Sale.

6. The Acquired Property will be conveyed to CRCG One, CRCG Two and CRP by separate deeds and legal descriptions; therefore the parties intent that the Common Area Tracts be conveyed to CRCG One, CRCG Two and CRP to the extent of those portions of the Common Area Tracts that fall within the portions of the Acquired Property owned by CRCG One, CRCG Two and CRP.

7. The Board hereby authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to execute and deliver special warranty deeds conveying the Common Area Tracts to CRCG One, CRCG Two and CRP or to such other entity as directed by the Purchaser, together with a closing statement and such other instruments as may be reasonably necessary to consummate the closing pursuant to and consistent with this Resolution and the Plan, but only as part of or promptly after the Sale, including payment of the Claims applicable to the District in accordance with the Plan and Confirmation Order.


8. The Board hereby further authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to require that, as a condition to such conveyances of the Common Area Tracts: (i) Purchaser pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts hereunder; and (ii) Purchaser consent to this Resolution.

9. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2013.

Attest:

**Bella Verde Golf
Community Development District**


Name: PETER A. ALTMAN
~~Secretary~~/Assistant Secretary

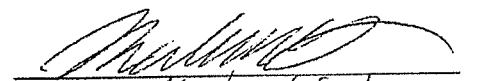

Name: Michael S. Lawson
Chairperson of the Board of Supervisors

Exhibit F-2

**CONSENT AND JOINDER OF LANDOWNERS TO THE
BOUNDARY AMENDMENT OF THE
MIRADA COMMUNITY DEVELOPMENT DISTRICT**

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

The undersigned understands and acknowledges that the Mirada Community Development District, (the "District"), intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the District is required to include the written consent to the boundary amendment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the boundary amendment of the District which will include the Property within the lands to be a part of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment of the District.

The undersigned acknowledges that the consent will remain in full force and effect until the District's boundaries are amended. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, a consent to the boundary amendment of the District in substantially this form.

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

Executed this 30th day of April, 2018.

CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation
its General Partner

By: 

John M. Ryan, President

S/H



2013076076

Prepared by and return to:
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

Rcpt: 1516902 Rec: 61.00
DS: 0.00 IT: 0.00
04/30/13 K. Kraengel, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/30/13 04:15pm 1 of 7
OR BK 8865 PG 1347

[Space Above This Line For Recording data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)
(Cannon Ranch Parcel C)

This Indenture made this 30 day of April, 2013 between CANNON RANCH, LLC, a California limited liability company, NEW CITIES LAND COMPANY, INC., a California corporation, BATES PROPERTIES, INC., a California corporation, DAD PROPERTIES, LLC, a Florida limited liability company, and PROFESSIONAL LAND DEVELOPMENT, LLC, a Florida limited liability company, whose collective address is 8650 River Meadow Rd., Carmel, CA 93923, (collectively, "Grantor"), and CRCG ONE LP, a Delaware limited partnership, whose address is 2052 N. Rocky Pointe Dr., Suite 1050, Tampa, FL 33607 ("Grantee"),

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

SEE ATTACHED EXHIBIT "A" (the "Property")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Grantor does hereby fully warrant the title to the Property, and will defend the same against lawful claims of all persons whomsoever, subject only to the matters set forth on Exhibit "B," provided, however, reference to such matters shall not reimpose the same.

To have and to hold the Property, with the tenements, hereditaments and appurtenances, unto the Grantee, its successors and assigns, in fee simple forever.

[EXECUTION PAGES TO FOLLOW]

THE PROPERTY IS BEING CONVEYED PURSUANT TO THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).


In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:

CANNON RANCH, LLC,
a California limited liability company

By: NEW CITIES LAND COMPANY, INC.,
a California corporation, its Manager


Print Name: Clark C. Hobbs

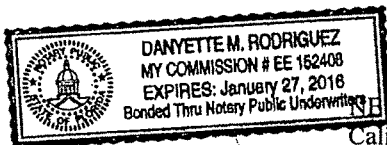

Print Name: Danyette Rodriguez

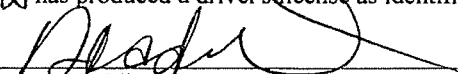
By: 
Lee E. Newell, President

State of Florida
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc., a California corporation, as Manager of Cannon Ranch, LLC, a California limited liability company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

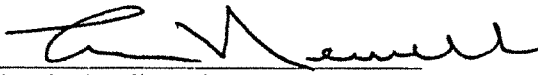



Notary Public

NEW CITIES LAND COMPANY, INC., a
California corporation


Print Name: Clark C. Hobbs

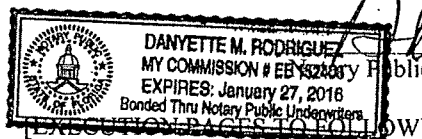

Print Name: Danyette Rodriguez

By: 
Lee E. Newell, President

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc. a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



BATES PROPERTIES, INC., a
California corporation

[Signature]
Print Name: Charles C. Hilly

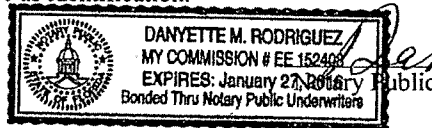
By: Frederick M. Bates
Frederick M. Bates, President

[Signature]
Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as President of Bates Properties, Inc., a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



PROFESSIONAL LAND DEVELOPMENT, LLC,
a Florida limited liability company

[Signature]
Print Name: Charles C. Hilly

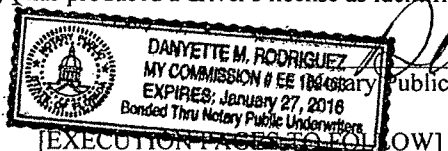
By: Frederick M. Bates
Frederick M. Bates, Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM).

[Signature]
Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

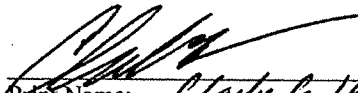
The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM), on behalf of the company. He ☒ is personally known to me or ☒ has produced a driver's license as identification.

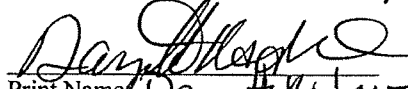
[Notary Seal]




[EXECUTION PAGES TO FOLLOW]

DAD PROPERTIES, LLC,
a Florida limited liability company


Print Name: Clark C. Hilly

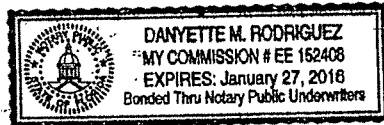

Print Name: Danyette M. Rodriguez

By: 
Thomas L. Dempsey, Managing Member

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 Thomas L. Dempsey, as Managing Member of DAD Properties, LLC, a California limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

EXHIBIT "A"LEGAL DESCRIPTION FOR PARCEL C

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence N.89°36'08"W., a distance of 3,114.22 feet; thence N.00°23'52"E., a distance of 1,284.09 feet to a non-tangent point of curvature, said point being on the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the South right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1) Easterly 697.08 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 06°33'39", and a chord bearing and distance of S.86°32'08"E., 696.70 feet; 2) S.89°48'58"E., a distance of 6,446.30 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), S.00°15'59"W., a distance of 1,270.91 feet; thence N.89°36'08"W., a distance of 4,030.65 feet to the POINT OF BEGINNING.

AND

A portion of the Northwest 1/4 of Section 10, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet to the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, and Official Records Book 7241, Page 36, both of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following five (5) courses and distances: 1) N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 554.28 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 05°22'17", and a chord bearing and distance of N.87°07'50"W., 554.07 feet for a POINT OF BEGINNING; 3) continue Westerly 523.64 feet along the arc of said curve, through a central angle of 05°04'28", and a chord bearing and distance of N.81°54'27"W., 523.47 feet; 4) N.79°22'14"W., 397.25 feet to a point of curvature; 5) Westerly 1,285.00 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 12°05'40", and a chord bearing and distance of N.85°25'04"W., 1,282.62 feet to a non-tangent point of curvature, said point being on the Southerly right-of-way of State Road 52 as described in Official Records Book 7241, Page 36, of the public records of Pasco County, Florida; thence along the Southerly right-of-way of said State Road 52, the following two (2) courses and distances: 1) Northeasterly 20.67 feet along the arc of a curve to the left, said curve having a radius of 868.94 feet, a central angle of 01°21'46", and a chord bearing and distance of N.52°56'41"E., 20.67 feet; 2) N.52°15'48"E., 1,608.84 feet to the Northwest corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the Westerly boundary of said certain parcel, the following six (6) courses and distances: 1) S.37°44'12"E., 578.97 feet to a point of curvature; 2) Southeasterly 208.80 feet along the arc of a curve to the right, said curve having a radius of 625.00 feet, a central angle of 19°08'30", and a chord bearing and distance of S.28°09'57"E., 207.83 feet; 3) N.71°24'18"E., 214.92 feet; 4) N.88°23'39"E., 34.95 feet; 5) S.58°26'49"E., 248.41 feet; 6) S.00°27'39"W., 545.00 feet to the POINT OF BEGINNING.

AND

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1) thence N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 28.58 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 00°16'37", and a chord bearing and distance of

N.89°40'39"W., 28.58 feet to the Southeast corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the East boundary of said certain parcel, N.00°27'39"E., a distance of 782.05 feet to the Southerly most corner of the Jerome G. Schrader et al parcel as described in Official Records Book 4107, Page 921, of the public records of Pasco County, Florida; thence along the Southeast boundary of said Jerome G. Schrader et al parcel, N.52°20'35"E., a distance of 683.76 feet to the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10, S.89°53'15"E., a distance of 1,884.18 feet to the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section 10, the same being the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°50'27"E., a distance of 1,386.81 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the East boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.00°14'35"W., a distance of 1,204.52 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,378.94 feet to the POINT OF BEGINNING.

AND

A portion of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°49'19"E., a distance of 1,378.13 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 11, S.89°48'58"E., a distance of 1,378.23 feet to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 125.01 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence departing said North right-of-way of the proposed Clinton Avenue Extension and continuing along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 240.14 feet to the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11, S.89°49'34"E., a distance of 1,280.93 feet to the West right-of-way of County Road 577 (Curley Street) as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along the West right-of-way of said County Road 577 (Curley Street), S.00°15'59"W., a distance of 240.35 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,282.52 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida.

PERMITTED EXCEPTIONS FOR PARCEL C

1. Taxes and assessments for the 2013 and all subsequent years.
2. Zoning and other governmental land use restrictions.
3. Per Boundary Survey from D.C. Johnson & Associates, Inc., Project No. 86057A26.00001 last dated April 24, 2013:
 - a. Blow off valves, gate valves, sanitary sewer and five hydrants along north right-of-way of Clinton Avenue Extension along south boundary of Parcel C.
 - b. Driveway extending into S.R. 52 from Parcel C.
 - c. Barbed wire fence and hog wire fence along the north boundary of the SW ¼ of the NE ¼ of Section 11-25-20 and barbed wire fence along C.R. 577 affecting same parcel.
 - d. Barbed wire fence, hog wire fence, chain link fence, gate tin covered area shown in detail "A-A" along north and west boundary of SW ¼ of the NE ¼ of Section 11-25-20.
4. Notice of Adoption of Development Order for Cannon Ranch Development of Regional Impact recorded in O.R. Book 1801, Page 1842, together with Restated, Amended and Proposed Development of Regional Impact No. 163 Development Order Cannon Ranch Development Order recorded in O.R. Book 4564, Page 929, as amended in O.R. Book 4564, Page 955; O.R. Book 6027, Page 512 and O.R. Book 6035, Page 1270, together with A Resolution Amending, Consolidating, and Restating the Development Order for the Cannon Ranch Development of Regional Impact No. 163 recorded in O.R. Book 6072, Page 98 and Amended and Restated Development Agreement Between Pasco County and Cannon Ranch, LLC; New Cities Land Company, Inc.; Bates Properties, Inc.; DAD Properties, LLC; Belle Verde East Community Development District; Belle Verde Golf CDD; Belle Verde Lake CDD; and Cannon Ranch Co-Tenancy; for Cannon Ranch Development of Regional Impact No. 163 recorded in O.R. Book 7932, Page 440, Public Records of Pasco County, Florida.
5. Class I, Commercial Development Review-Cannon Ranch Temporary Sales Center Preliminary/Construction Site Plan (Project No. IPR04-161) recorded in O.R. Book 6204, Page 730, Public Records of Pasco County, Florida.
6. Easement and Memorandum of Agreement recorded in O.R. Book 6213, Page 568, Public Records of Pasco County, Florida.
7. Notices of Establishment of the Bella Verde Golf Community Development District recorded in O.R. Book 6896, Page 520; O.R. Book 6896, Page 524 and O.R. Book 6896, Page 528, Public Records of Pasco County, Florida.
8. Declarations of Consent to Jurisdiction of Bella Verde Golf Community Development District and to Imposition of Special Assessments recorded in O.R. Book 7349, Page 1009 and O.R. Book 7743, Page 349, Public Records of Pasco County, Florida.
9. Perpetual Deed of Conservation Easement recorded in O.R. Book 7895, Page 235, Public Records of Pasco County, Florida.
10. Rights of lessee pursuant to that certain Lease Agreement between Cannon Ranch, LLC, a California limited liability company New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation, DAD Properties, LLC, a Florida limited liability company and Professional Land Development, LLC, a Florida limited liability company, collectively, as lessor, and Southwest Cattle Co. Inc., a Florida corporation, n/k/a Southwest Cattle Company, a Florida limited liability company, as lessee ("Lessee"), dated December 25, 2009.

S/H



Prepared by and return to:
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

Rept: 1516902 Rec: 52.50
DS: 0.00 IT: 0.00
04/30/13 K. Kraengel, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/30/13 04:15pm 1 of 6
OR BK 8865 PG 1486

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Quit Claim Deed

(Cannon Ranch Parcels C)

This Indenture made this 30 day of April, 2013 between CANNON RANCH, LLC, a California limited liability company, NEW CITIES LAND COMPANY, INC., a California corporation, BATES PROPERTIES, INC., a California corporation, DAD PROPERTIES, LLC, a Florida limited liability company, and PROFESSIONAL LAND DEVELOPMENT, LLC, a Florida limited liability company, whose collective address is 8650 River Meadow Rd., Carmel, CA 93923, (collectively, "Grantor"), and CRCG ONE LP, a Delaware limited partnership, whose address is 2052 N. Rocky Pointe Dr., Suite 1050, Tampa, FL 33607 ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Pasco, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

[EXECUTION PAGES TO FOLLOW]

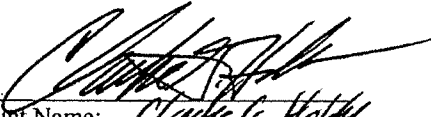
THE PROPERTY IS BEING CONVEYED PURSUANT TO THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

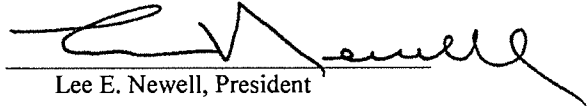
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

CANNON RANCH, LLC,
a California limited liability company

By: NEW CITIES LAND COMPANY, INC.,
a California corporation, its Manager

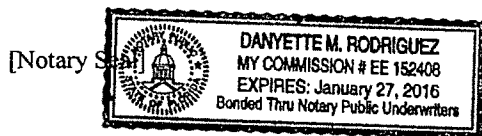

Print Name: Charles C. Hobbs

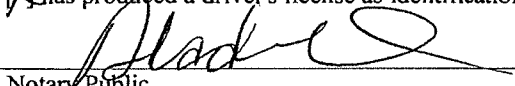
By: 
Lee E. Newell, President


Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

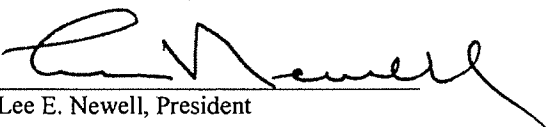
The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc., a California corporation, as Manager of Cannon Ranch, LLC, a California limited liability company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.




Notary Public

NEW CITIES LAND COMPANY, INC., a
California corporation

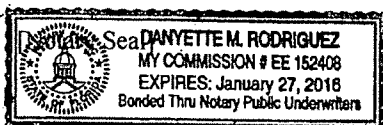

Print Name: Charles C. Hobbs

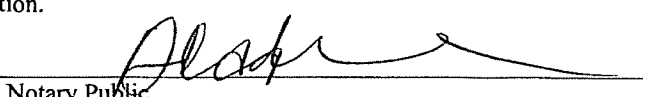
By: 
Lee E. Newell, President


Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

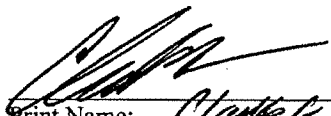
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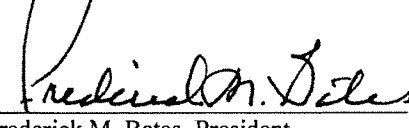




Notary Public

[EXECUTION PAGES TO FOLLOW]

BATES PROPERTIES, INC., a
California corporation


Print Name: Charles C. Haddy

By: 
Frederick M. Bates, President

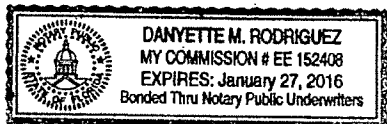

Print Name: Danyette Rodriguez

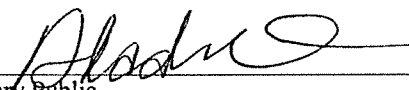
OR BK **8865** PG **1488**
3 of 6

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as President of Bates Properties, Inc., a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

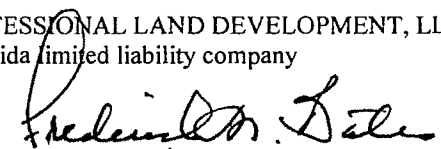
[Notary Seal]

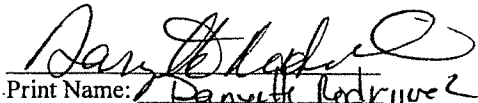



Notary Public

PROFESSIONAL LAND DEVELOPMENT, LLC,
a Florida limited liability company


Print Name: Charles C. Haddy

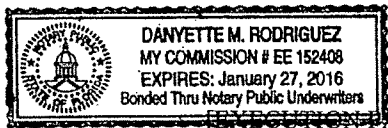
By: 
Frederick M. Bates, Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM).

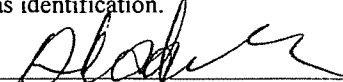

Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM), on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

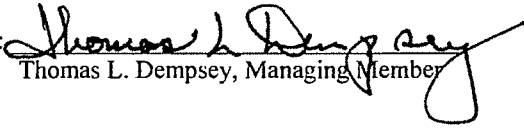



Notary Public

[EXECUTION PAGES TO FOLLOW]

DAD PROPERTIES, LLC,
a Florida limited liability company


Print Name: Charles C. Hickey

By: 
Thomas L. Dempsey, Managing Member

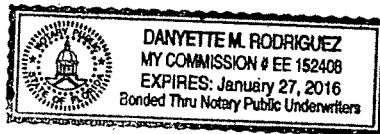

Print Name: Danyette Rodriguez

OR BK **8865** PG **1489**
4 of 6

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 Thomas L. Dempsey, as Managing Member of DAD Properties, LLC, a California limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]





Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL C

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence N.89°36'08"W., a distance of 3,114.22 feet; thence N.00°23'52"E., a distance of 1,284.09 feet to a non-tangent point of curvature, said point being on the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the South right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1) Easterly 697.08 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 06°33'39", and a chord bearing and distance of S.86°32'08"E., 696.70 feet; 2) S.89°48'58"E., a distance of 6,446.30 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), S.00°15'59"W., a distance of 1,270.91 feet; thence N.89°36'08"W., a distance of 4,030.65 feet to the POINT OF BEGINNING.

AND

A portion of the Northwest 1/4 of Section 10, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet to the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, and Official Records Book 7241, Page 36, both of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following five (5) courses and distances: 1) N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 554.28 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 05°22'17", and a chord bearing and distance of N.87°07'50"W., 554.07 feet for a POINT OF BEGINNING; 3) continue Westerly 523.64 feet along the arc of said curve, through a central angle of 05°04'28", and a chord bearing and distance of N.81°54'27"W., 523.47 feet; 4) N.79°22'14"W., 397.25 feet to a point of curvature; 5) Westerly 1,285.00 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 12°05'40", and a chord bearing and distance of N.85°25'04"W., 1,282.62 feet to a non-tangent point of curvature, said point being on the Southerly right-of-way of State Road 52 as described in Official Records Book 7241, Page 36, of the public records of Pasco County, Florida; thence along the Southerly right-of-way of said State Road 52, the following two (2) courses and distances: 1) Northeasterly 20.67 feet along the arc of a curve to the left, said curve having a radius of 868.94 feet, a central angle of 01°21'46", and a chord bearing and distance of N.52°56'41"E., 20.67 feet; 2) N.52°15'48"E., 1,608.84 feet to the Northwest corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the Westerly boundary of said certain parcel, the following six (6) courses and distances: 1) S.37°44'12"E., 578.97 feet to a point of curvature; 2) Southeasterly 208.80 feet along the arc of a curve to the right, said curve having a radius of 625.00 feet, a central angle of 19°08'30", and a chord bearing and distance of S.28°09'57"E., 207.83 feet; 3) N.71°24'18"E., 214.92 feet; 4) N.88°23'39"E., 34.95 feet; 5) S.58°26'49"E., 248.41 feet; 6) S.00°27'39"W., 545.00 feet to the POINT OF BEGINNING.

AND

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1); thence

N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 28.58 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 00°16'37", and a chord bearing and distance of N.89°40'39"W., 28.58 feet to the Southeast corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the East boundary of said certain parcel, N.00°27'39"E., a distance of 782.05 feet to the Southerly most corner of the Jerome G. Schrader et al parcel as described in Official Records Book 4107, Page 921, of the public records of Pasco County, Florida; thence along the Southeast boundary of said Jerome G. Schrader et al parcel, N.52°20'35"E., a distance of 683.76 feet to the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10, S.89°53'15"E., a distance of 1,884.18 feet to the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section 10, the same being the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°50'27"E., a distance of 1,386.81 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the East boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.00°14'35"W., a distance of 1,204.52 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,378.94 feet to the POINT OF BEGINNING.

AND

A portion of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°49'19"E., a distance of 1,378.13 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 11, S.89°48'58"E., a distance of 1,378.23 feet to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 125.01 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence departing said North right-of-way of the proposed Clinton Avenue Extension and continuing along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 240.14 feet to the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11, S.89°49'34"E., a distance of 1,280.93 feet to the West right-of-way of County Road 577 (Curley Street) as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along the West right-of-way of said County Road 577 (Curley Street), S.00°15'59"W., a distance of 240.35 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,282.52 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Any portion of the real property described in that certain Special Warranty Deed recorded at Official Records Book 5853, Page 1455 of the Public Records of Pasco County, Florida lying within the hereinabove described Parcel C.



2013093843

Rcpt: 1524060 Rec: 95.00

DS: 0.70 IT: 0.00

05/29/13 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

05/29/13 09:37 AM 1 of 11

OR BK **8879** PG **2021**

Prepared by and return to:
Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "**Deed**"), executed as of this 23 day of May, 2013, by **BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT**, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose mailing address is c/o 1510 W. Cleveland Street, Tampa, Florida 33606, in favor of **CRCG ONE LP**, a Delaware limited partnership ("**Grantee**"), whose address is 2052 N. Rocky Pointe Drive, Suite 1050, Tampa, Florida 33607.

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs, successors and assigns forever, the real property situate, lying, and being in Pasco County, Florida, and legally described in **Exhibit "A"** attached to this Deed (the "**Property**").

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

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

And Grantor hereby specially covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, and that the Property is being conveyed to Grantee subject to applicable zoning ordinances, taxes for the current and subsequent years, and all matters of public record, but this reference is not intended to reimpose the same.

THE PROPERTY IS BEING CONVEYED IN ACCORDANCE WITH THE CONSENT TO RESOLUTION ATTACHED HERETO AS EXHIBIT "B" IN ORDER TO, AMONG OTHER THINGS, COMPLETE THE TRANSACTION AND RECEIVE ALL BENEFITS OF THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

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

Signed, sealed, and delivered
in the presence of:

[Signature]
Signature of Witness 1

Lee S Nelson
Print name of Witness 1

[Signature]
Signature of Witness 2

Adam Woodruff
Print name of Witness 2

**BELLA VERDE GOLF COMMUNITY
DEVELOPMENT DISTRICT**, formerly known as
Cannon Ranch Golf Community Development
District, a special purpose unit of local government
organized pursuant to Chapter 190, Florida Statutes

By: [Signature]
Print Name: Michael S. Lawson
Title: Chairman of the Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.:

The foregoing instrument was acknowledged before me this 23 day of May, 2013, by Michael S. Lawson, as Chairman of the Board of Supervisors BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, who is () personally known to me or (X) who produced Driver's license as identification.

[Affix Notary Seal]

[Signature]
Notary Public

Kristine Erwin



KRISTINE ERWIN
MY COMMISSION # EE 031777
EXPIRES: October 3, 2014
Bonded Thru Budget Notary Services

(Print or type name)
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description

CDD PARCEL C

The real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida lying within the following described parcels of real property:

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence N.89°36'08"W., a distance of 3,114.22 feet; thence N.00°23'52"E., a distance of 1,284.09 feet to a non-tangent point of curvature, said point being on the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the South right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1) Easterly 697.08 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 06°33'39", and a chord bearing and distance of S.86°32'08"E., 696.70 feet; 2) S.89°48'58"E., a distance of 6,446.30 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), S.00°15'59"W., a distance of 1,270.91 feet; thence N.89°36'08"W., a distance of 4,030.65 feet to the POINT OF BEGINNING.

AND

A portion of the Northwest 1/4 of Section 10, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet to the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, and Official Records Book 7241, Page 36, both of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following five (5) courses and distances: 1) N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 554.28 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 05°22'17", and a chord bearing and distance of N.87°07'50"W., 554.07 feet for a POINT OF BEGINNING; 3) continue Westerly 523.64 feet along the arc of said curve, through a central angle of 05°04'28", and a chord bearing and distance of N.81°54'27"W., 523.47 feet; 4) N.79°22'14"W., 397.25 feet to a point of curvature; 5) Westerly 1,285.00 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 12°05'40", and a chord bearing and distance

of N.85°25'04"W., 1,282.62 feet to a non-tangent point of curvature, said point being on the Southerly right-of-way of State Road 52 as described in Official Records Book 7241, Page 36, of the public records of Pasco County, Florida; thence along the Southerly right-of-way of said State Road 52, the following two (2) courses and distances: 1) Northeasterly 20.67 feet along the arc of a curve to the left, said curve having a radius of 868.94 feet, a central angle of 01°21'46", and a chord bearing and distance of N.52°56'41"E., 20.67 feet; 2) N.52°15'48"E., 1,608.84 feet to the Northwest corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the Westerly boundary of said certain parcel, the following six (6) courses and distances: 1) S.37°44'12"E., 578.97 feet to a point of curvature; 2) Southeasterly 208.80 feet along the arc of a curve to the right, said curve having a radius of 625.00 feet, a central angle of 19°08'30", and a chord bearing and distance of S.28°09'57"E., 207.83 feet; 3) N.71°24'18"E., 214.92 feet; 4) N.88°23'39"E., 34.95 feet; 5) S.58°26'49"E., 248.41 feet; 6) S.00°27'39"W., 545.00 feet to the POINT OF BEGINNING.

AND

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1); thence N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 28.58 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 00°16'37", and a chord bearing and distance of N.89°40'39"W., 28.58 feet to the Southeast corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the East boundary of said certain parcel, N.00°27'39"E., a distance of 782.05 feet to the Southerly most corner of the Jerome G. Schrader et al parcel as described in Official Records Book 4107, Page 921, of the public records of Pasco County, Florida; thence along the Southeast boundary of said Jerome G. Schrader et al parcel, N.52°20'35"E., a distance of 683.76 feet to the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10, S.89°53'15"E., a distance of 1,884.18 feet to the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section 10, the same being the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°50'27"E., a distance of 1,386.81 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the East boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.00°14'35"W., a distance of 1,204.52 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,378.94 feet to the POINT OF BEGINNING.

AND

A portion of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°49'19"E., a distance of 1,378.13 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 11, S.89°48'58"E., a distance of 1,378.23 feet to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 125.01 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence departing said North right-of-way of the proposed Clinton Avenue Extension and continuing along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 240.14 feet to the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11, S.89°49'34"E., a distance of 1,280.93 feet to the West right-of-way of County Road 577 (Curley Street) as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along the West right-of-way of said County Road 577 (Curley Street), S.00°15'59"W., a distance of 240.35 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,282.52 feet to the POINT OF BEGINNING.

Exhibit B**CONSENT TO RESOLUTION**

The undersigned constitute the "Purchaser" that is described in that certain Resolution Number 2013-06 (the "**Resolution**") of the Bella Verde Golf Community Development District (the "**District**"). A copy of the Resolution is attached hereto as **Exhibit "A"** and capitalized terms not defined herein are as defined in the Resolution. In accordance with Section 8 of the Resolution, Purchaser agrees to pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts to Purchaser and Purchaser consents to the Resolution. CRCG One, CRCG Two and CRP shall allocate such costs amongst them on a proportionate basis based upon the gross acreage of those portions of the Common Area Tracts deeded to such entities. The Resolution mentions, among other things, certain substantial considerations and benefits to the District as a result of Purchaser's closing the Sale under the Plan. Without limiting Purchaser's above agreement and consent, Purchaser notes for the record as an additional such benefit and consideration, i.e., as part of the Sale, Purchaser shall make certain direct payments to the District that the District will use to pay certain unsecured creditors of the District. Intending to be legally bound, CRCG One, CRCG Two and CRP hereby execute this instrument effective as of April 30, 2013 and direct that it be delivered to the District.

CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation, its General Partner

By: 
John Ryan, President

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,** a Delaware corporation,
its General Partner

By: 
John Ryan, President

**CR PASCO DEVELOPMENT COMPANY
LLC, a Delaware limited liability company**

By: **CR PASCO INVESTORS LLC, a
Delaware limited liability company,
its sole member**

By: **SUBSTANTIA CANNON, LLC, a
Delaware limited liability company,
its managing member**


By: 
John Ryan, Manager

Exhibit ARESOLUTION NO. 2013-06

A RESOLUTION: APPROVING AN ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION ENTERED INTO BY THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION; AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO TERMINATE THE CAPITAL IMPROVEMENT PLAN DESCRIBED IN THAT CERTAIN ENGINEER'S REPORT, AS REVISED, VALIDATED AND MODIFIED DATED AND FOREGO ANY FURTHER WORK IN FURTHERANCE THEROF; IN FURTHERANCE OF THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION AND AS PART OF THE SATISFACTION OF SECURED AND OTHER CLAIMS THEREUNDER, AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO CONVEY ALL COMMON AREA TRACTS AND OTHER LAND TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AND DELIVER A SPECIAL WARRANTY DEED AND OTHER CLOSING DOCUMENTS NECESSARY FOR THE CONVEYANCE OF ALL SUCH COMMON AREA TRACTS TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION.

WHEREAS, the Bella Verde Golf Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "Act"), Chapter 190, Florida Statutes; and

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Act; and

WHEREAS, the District previously indicated its intention to construct certain public infrastructure improvements as described in the Report of the Consulting Engineers prepared by WilsonMiller dated October 11, 2004, as revised on February 21, 2005, validated on February 23, 2005, and as modified February 7, 2006 (the "Engineer's Report"), and to finance the

capital improvement plan described in the Engineer's Report (the "**Capital Improvement Plan**") through the issuance of one or more series of bond anticipation notes or bonds which were to be repaid by special assessments levied on the benefited property within the District, including the Acquired Property (as below defined); and

WHEREAS, to fund a portion of the cost of the Capital Improvement Plan, the District previously issued its Bella Verde Golf Community Development District Bond Anticipation Notes, Series 2006 (the "**Series 2006 Note**"). The Series 2006 Note matured on December 17, 2007. Upon the maturity of the Series 2006 Note, a new Bond Anticipation Note, Series 2007 (the "**Series 2007 Note**") was issued to refinance the Series 2006 Note. The Series 2007 Note matured on December 18, 2008. The Series 2007 Note was not extended when it matured on December 18, 2008. Currently, the District is default in its payments to the holders of the Series 2007 Note and the holders of the Series 2007 Note have made certain claims against the District; and

WHEREAS, with a portion of the proceeds generated from the issuance of the Series 2006 Note, the District purchased the tracts described in **Exhibit "A"** (the "**Common Area Tracts**") in order to construct the Capital Improvement Plan in the Common Area Tracts. Due to the downturn in the real estate market, the District was unable to finance and construct the Capital Improvement Plan that it had planned to construct in, among other things, the Common Area Tracts; and

WHEREAS, on or before April 30, 2013, **CRCG One LP**, a Delaware limited partnership ("**CRCG One**"), **CRCG Two LP**, a Delaware limited partnership ("**CRCG Two**"), and **CR Pasco Development Company LLC** Delaware limited liability company ("**CRP**" and collectively with **CRCG One** and **CRCG Two**, the "**Purchaser**") will acquire the lands within the District described in **Exhibit "B"** attached hereto (the "**Acquired Property**") pursuant to and as authorized by: (i) that certain Amended Joint Plan of Reorganization for Professional Land Development, LLC and Cannon Ranch, LLC, as amended and modified from time to time (the "**Plan**"), which Plan was confirmed by the Bankruptcy Court pursuant to that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered by the Bankruptcy Court on November 10, 2011, as amended by that Order Granting Motion for Order Modifying Dates in Confirmation Order entered by the Bankruptcy Court (PLD Doc. No. 3681; CR Doc. No. 202, as modified and amended from time to time) (the "**Confirmation Order**"), which Confirmation Order is incorporated herein by reference; and (ii) the **Pasadera LOI** and **Final Purchase Agreement** (as each are defined in the Confirmation Order, and all other capitalized terms not herein defined are as defined in the Confirmation Order); and

WHEREAS, the Confirmation Order provides, among other things, that: (i) the Plan, including the Modifications, is binding upon, among others, all Creditors, including without limitation, the District, the holders of the Series 2007 Note and all other parties in interest; (ii) the Acquired Property be sold free and clear of all Encumbrances, including without limitation, the CDD Claims; (iii) the Sale provides for direct payment of the Claims of, among others, the holders of the Series 2007 Note, without the need to remit payment through the CDDs, including the District; (iv) payments by the Purchaser at the Sale closing are in full and complete satisfaction of, among other things, all Claims against the Districts; and (v) the holders of the

Series 2007 Note, among other parties, dismiss with prejudice all litigation and/or issue satisfactions of all judgments against the District, among others; and

WHEREAS, the matters recited in the immediately preceding paragraph provide the District with direct and substantial benefits and Purchaser would not have consummated such matters, including satisfaction of the Claims against the District, without the conveyance of the Common Area Tracts to Purchaser; and

WHEREAS, the Capital Improvement Plan and Common Area Tracts no longer serve a viable public purpose as a result of, among other factors: (i) changed economic and development circumstances occurring since the District acquired the Common Area Tracts to construct the Capital Improvement Plan; (ii) the District's inability to develop the Common Area Tracts and render assessments on the Acquired Property; and (iii) the fact that Purchaser informed the District that it will not proceed under the Capital Improvement Plan as it concerns the Acquired Property and the Common Area Tracts, and that Purchaser will create another development plan for the lands within the District; and

WHEREAS, the Common Area Tracts are assessed no monetary value by the Pasco County Property Appraiser; and

WHEREAS, in furtherance of the Plan, as approved by the Confirmation Order, and for the purposes and considerations herein set forth, the District desires to convey the Common Area Tracts to the Purchaser so it may realize the full benefits of the Plan, Sale and Confirmation Order and so that it may develop all of the lands within the District in accordance with a new development plan, which new development plan may in Purchaser's discretion include a new capital improvement plan and another conveyance of land to the District; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") THAT:

1. The above recitals are true, correct, ratified and approved and are incorporated herein by reference as if fully set forth herein.
2. The District ratifies and confirms the Plan, including the Modifications, and the Confirmation Order, including, but not limited to, direct payment of the Claims of the holders of the Series 2007 Note, without the need to remit payment through the District
3. Subject to the closing of the Sale, including but not limited to, satisfaction of the Claims against the District, the Capital Improvement Plan shall be deemed terminated and of no further force and effect.
4. The District does not have resources to develop the Common Area Tracts and the Common Area Tracts cannot be developed without the Acquired Property; thus, the Common Area Tracts are not needed by the District.
5. The District will receive substantial benefits and others considerations due to

Purchaser's closing of the Sale as herein set forth, which serve the public purpose and benefit the District; thus, it is in the best interest of the public and the District for the Common Area Tracts to be conveyed to Purchaser as part of or promptly after the Sale.

6. The Acquired Property will be conveyed to CRCG One, CRCG Two and CRP by separate deeds and legal descriptions; therefore the parties intent that the Common Area Tracts be conveyed to CRCG One, CRCG Two and CRP to the extent of those portions of the Common Area Tracts that fall within the portions of the Acquired Property owned by CRCG One, CRCG Two and CRP.

7. The Board hereby authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to execute and deliver special warranty deeds conveying the Common Area Tracts to CRCG One, CRCG Two and CRP or to such other entity as directed by the Purchaser, together with a closing statement and such other instruments as may be reasonably necessary to consummate the closing pursuant to and consistent with this Resolution and the Plan, but only as part of or promptly after the Sale, including payment of the Claims applicable to the District in accordance with the Plan and Confirmation Order.


8. The Board hereby further authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to require that, as a condition to such conveyances of the Common Area Tracts: (i) Purchaser pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts hereunder; and (ii) Purchaser consent to this Resolution.

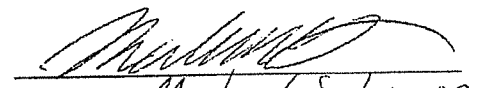
9. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2013.

Attest:

**Bella Verde Golf
Community Development District**


Name: PETER A. ALTMARK
~~Secretary~~/Assistant Secretary


Name: Michael S. Lawton
Chairperson of the Board of Supervisors



2013093846

Rcpt: 1524060 Rec: 95.00

DS: 0.70 IT: 0.00

05/29/13 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

05/29/13 09:37 AM 1 of 11

OR BK **8879** PG **2052**

Prepared by and return to:
Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

[Space Above This Line For Recording data]

Quit Claim Deed

This Indenture made this 13 day of May, 2013 by **BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT**, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose address is c/o 1510 W. Cleveland Street, Tampa, Florida 33606, in favor of **CRCG ONE LP**, a Delaware limited partnership ("**Grantee**"), whose address is 2052 N. Rocky Pointe Drive, Suite 1050, Tampa, Florida 33607.

Witnesseth that said Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Pasco, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "**Property**")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

[EXECUTION PAGES TO FOLLOW]

THE PROPERTY IS BEING CONVEYED IN ACCORDANCE WITH THE CONSENT TO RESOLUTION ATTACHED HERETO AS EXHIBIT "B" IN ORDER TO, AMONG OTHER THINGS, COMPLETE THE TRANSACTION AND RECEIVE ALL BENEFITS OF THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

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

Signed, sealed, and delivered
in the presence of:

[Signature]
Signature of Witness 1

Adam Wardwell
Print name of Witness 1

[Signature]
Signature of Witness 2

Chris Wilson
Print name of Witness 2

**BELLA VERDE GOLF COMMUNITY
DEVELOPMENT DISTRICT**, formerly known as
Cannon Ranch Golf Community Development
District, a special purpose unit of local government
organized pursuant to Chapter 190, Florida Statutes

By: [Signature]
Print Name: Michael S. Lawson
Title: Chairman of the Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.:

The foregoing instrument was acknowledged before me this 23 day of May, 2013, by
Michael S. Lawson, as Chairman of the Board of Supervisors BELLA VERDE GOLF
COMMUNITY DEVELOPMENT DISTRICT, formerly known as Cannon Ranch Golf
Community Development District, a special purpose unit of local government organized
pursuant to Chapter 190, Florida Statutes, who is () personally known to me or (X) who
produced driver's license as identification.

[Affix Notary Seal]

[Signature]
Notary Public

Kristine Erwin



KRISTINE ERWIN
MY COMMISSION # EE 031777
EXPIRES: October 3, 2014
Bonded Thru Budget Notary Services

(Print or type name)
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Any portion of the real property described in that certain Special Warranty Deed recorded at Official Records Book 5853, Page 1455 of the Public Records of Pasco County, Florida lying within Parcel C, as described below.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY:

PARCEL C

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 10; thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°07'52"W., a distance of 1,346.76 feet for a POINT OF BEGINNING; thence N.89°36'08"W., a distance of 3,114.22 feet; thence N.00°23'52"E., a distance of 1,284.09 feet to a non-tangent point of curvature, said point being on the South right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the South right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1) Easterly 697.08 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 06°33'39", and a chord bearing and distance of S.86°32'08"E., 696.70 feet; 2) S.89°48'58"E., a distance of 6,446.30 feet to the West right-of-way of County Road 577 (Curley Street); thence along said West right-of-way of County Road 577 (Curley Street), S.00°15'59"W., a distance of 1,270.91 feet; thence N.89°36'08"W., a distance of 4,030.65 feet to the POINT OF BEGINNING.

AND

A portion of the Northwest 1/4 of Section 10, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet to the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, and Official Records Book 7241, Page 36, both of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following five (5) courses and distances: 1) N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 554.28 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 05°22'17", and a chord bearing and distance of N.87°07'50"W., 554.07 feet for a POINT OF BEGINNING; 3) continue Westerly 523.64 feet along the arc of said curve, through a central angle of 05°04'28", and a chord bearing and distance of N.81°54'27"W., 523.47 feet; 4) N.79°22'14"W., 397.25 feet to a point of curvature; 5) Westerly 1,285.00 feet along the arc of a curve to the left, said curve having a radius of 6,087.50 feet, a central angle of 12°05'40", and a chord bearing and distance

of N.85°25'04"W., 1,282.62 feet to a non-tangent point of curvature, said point being on the Southerly right-of-way of State Road 52 as described in Official Records Book 7241, Page 36, of the public records of Pasco County, Florida; thence along the Southerly right-of-way of said State Road 52, the following two (2) courses and distances: 1) Northeasterly 20.67 feet along the arc of a curve to the left, said curve having a radius of 868.94 feet, a central angle of 01°21'46", and a chord bearing and distance of N.52°56'41"E., 20.67 feet; 2) N.52°15'48"E., 1,608.84 feet to the Northwest corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the Westerly boundary of said certain parcel, the following six (6) courses and distances: 1) S.37°44'12"E., 578.97 feet to a point of curvature; 2) Southeasterly 208.80 feet along the arc of a curve to the right, said curve having a radius of 625.00 feet, a central angle of 19°08'30", and a chord bearing and distance of S.28°09'57"E., 207.83 feet; 3) N.71°24'18"E., 214.92 feet; 4) N.88°23'39"E., 34.95 feet; 5) S.58°26'49"E., 248.41 feet; 6) S.00°27'39"W., 545.00 feet to the POINT OF BEGINNING.

AND

A portion of Sections 10 and 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 10, N.00°07'53"W., a distance of 125.15 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence along the North right-of-way of said proposed Clinton Avenue Extension the following two (2) courses and distances: 1); thence N.89°48'58"W., 2,405.98 feet to a point of curvature; 2) Westerly 28.58 feet along the arc of a curve to the right, said curve having a radius of 5,912.50 feet, a central angle of 00°16'37", and a chord bearing and distance of N.89°40'39"W., 28.58 feet to the Southeast corner of that certain parcel described in Official Records Book 8765, Page 1465, of the public records of Pasco County, Florida; thence along the East boundary of said certain parcel, N.00°27'39"E., a distance of 782.05 feet to the Southerly most corner of the Jerome G. Schrader et al parcel as described in Official Records Book 4107, Page 921, of the public records of Pasco County, Florida; thence along the Southeast boundary of said Jerome G. Schrader et al parcel, N.52°20'35"E., a distance of 683.76 feet to the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 10, S.89°53'15"E., a distance of 1,884.18 feet to the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section 10, the same being the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°50'27"E., a distance of 1,386.81 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the East boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.00°14'35"W., a distance of 1,204.52 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,378.94 feet to the POINT OF BEGINNING.

AND

A portion of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 11, S.89°49'19"E., a distance of 1,378.13 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence along the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 11, S.89°48'58"E., a distance of 1,378.23 feet to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 125.01 feet for a POINT OF BEGINNING, said point being on the North right-of-way of the proposed Clinton Avenue Extension as recorded in Official Records Book 7241, Page 25, of the public records of Pasco County Florida; thence departing said North right-of-way of the proposed Clinton Avenue Extension and continuing along the West boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11, N.00°38'45"E., a distance of 240.14 feet to the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the South boundary of the North 300 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 11, S.89°49'34"E., a distance of 1,280.93 feet to the West right-of-way of County Road 577 (Curley Street) as described in Official Records Book 7241, Page 25, of the public records of Pasco County, Florida; thence along the West right-of-way of said County Road 577 (Curley Street), S.00°15'59"W., a distance of 240.35 feet to the aforementioned North right-of-way of the proposed Clinton Avenue Extension; thence along said North right-of-way of the proposed Clinton Avenue Extension, N.89°48'58"W., a distance of 1,282.52 feet to the POINT OF BEGINNING.

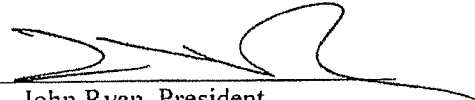
LESS AND EXCEPT any real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida.

Exhibit B**CONSENT TO RESOLUTION**

The undersigned constitute the "Purchaser" that is described in that certain Resolution Number 2013-06 (the "**Resolution**") of the Bella Verde Golf Community Development District (the "**District**"). A copy of the Resolution is attached hereto as **Exhibit "A"** and capitalized terms not defined herein are as defined in the Resolution. In accordance with Section 8 of the Resolution, Purchaser agrees to pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts to Purchaser and Purchaser consents to the Resolution. CRCG One, CRCG Two and CRP shall allocate such costs amongst them on a proportionate basis based upon the gross acreage of those portions of the Common Area Tracts deeded to such entities. The Resolution mentions, among other things, certain substantial considerations and benefits to the District as a result of Purchaser's closing the Sale under the Plan. Without limiting Purchaser's above agreement and consent, Purchaser notes for the record as an additional such benefit and consideration, i.e., as part of the Sale, Purchaser shall make certain direct payments to the District that the District will use to pay certain unsecured creditors of the District. Intending to be legally bound, CRCG One, CRCG Two and CRP hereby execute this instrument effective as of April 30, 2013 and direct that it be delivered to the District.

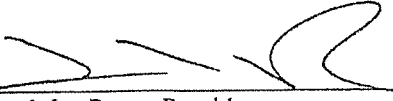
CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation, its General Partner

By: 
John Ryan, President

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,** a Delaware corporation,
its General Partner

By: 
John Ryan, President

**CR PASCO DEVELOPMENT COMPANY
LLC**, a Delaware limited liability company

By: **CR PASCO INVESTORS LLC**, a
Delaware limited liability company,
its sole member

By: **SUBSTANTIA CANNON, LLC**, a
Delaware limited liability company,
its managing member


By: 
John Ryan, Manager

Exhibit ARESOLUTION NO. 2013-06

A RESOLUTION: APPROVING AN ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION ENTERED INTO BY THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION; AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO TERMINATE THE CAPITAL IMPROVEMENT PLAN DESCRIBED IN THAT CERTAIN ENGINEER'S REPORT, AS REVISED, VALIDATED AND MODIFIED DATED AND FOREGO ANY FURTHER WORK IN FURTHERANCE THEROF; IN FURTHERANCE OF THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION AND AS PART OF THE SATISFACTION OF SECURED AND OTHER CLAIMS THEREUNDER, AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO CONVEY ALL COMMON AREA TRACTS AND OTHER LAND TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AND DELIVER A SPECIAL WARRANTY DEED AND OTHER CLOSING DOCUMENTS NECESSARY FOR THE CONVEYANCE OF ALL SUCH COMMON AREA TRACTS TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION.

WHEREAS, the Bella Verde Golf Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Act; and

WHEREAS, the District previously indicated its intention to construct certain public infrastructure improvements as described in the Report of the Consulting Engineers prepared by WilsonMiller dated October 11, 2004, as revised on February 21, 2005, validated on February 23, 2005, and as modified February 7, 2006 (the "**Engineer's Report**"), and to finance the

capital improvement plan described in the Engineer's Report (the "**Capital Improvement Plan**") through the issuance of one or more series of bond anticipation notes or bonds which were to be repaid by special assessments levied on the benefited property within the District, including the Acquired Property (as below defined); and

WHEREAS, to fund a portion of the cost of the Capital Improvement Plan, the District previously issued its Bella Verde Golf Community Development District Bond Anticipation Notes, Series 2006 (the "**Series 2006 Note**"). The Series 2006 Note matured on December 17, 2007. Upon the maturity of the Series 2006 Note, a new Bond Anticipation Note, Series 2007 (the "**Series 2007 Note**") was issued to refinance the Series 2006 Note. The Series 2007 Note matured on December 18, 2008. The Series 2007 Note was not extended when it matured on December 18, 2008. Currently, the District is default in its payments to the holders of the Series 2007 Note and the holders of the Series 2007 Note have made certain claims against the District; and

WHEREAS, with a portion of the proceeds generated from the issuance of the Series 2006 Note, the District purchased the tracts described in **Exhibit "A"** (the "**Common Area Tracts**") in order to construct the Capital Improvement Plan in the Common Area Tracts. Due to the downturn in the real estate market, the District was unable to finance and construct the Capital Improvement Plan that it had planned to construct in, among other things, the Common Area Tracts; and

WHEREAS, on or before April 30, 2013, **CRCG One LP**, a Delaware limited partnership ("**CRCG One**"), **CRCG Two LP**, a Delaware limited partnership ("**CRCG Two**"), and **CR Pasco Development Company LLC** Delaware limited liability company ("**CRP**" and collectively with **CRCG One** and **CRCG Two**, the "**Purchaser**") will acquire the lands within the District described in **Exhibit "B"** attached hereto (the "**Acquired Property**") pursuant to and as authorized by: (i) that certain Amended Joint Plan of Reorganization for Professional Land Development, LLC and Cannon Ranch, LLC, as amended and modified from time to time (the "**Plan**"), which Plan was confirmed by the Bankruptcy Court pursuant to that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered by the Bankruptcy Court on November 10, 2011, as amended by that Order Granting Motion for Order Modifying Dates in Confirmation Order entered by the Bankruptcy Court (PLD Doc. No. 3681; CR Doc. No. 202, as modified and amended from time to time) (the "**Confirmation Order**"), which Confirmation Order is incorporated herein by reference; and (ii) the **Pasadera LOI** and **Final Purchase Agreement** (as each are defined in the Confirmation Order, and all other capitalized terms not herein defined are as defined in the Confirmation Order); and

WHEREAS, the Confirmation Order provides, among other things, that: (i) the Plan, including the Modifications, is binding upon, among others, all Creditors, including without limitation, the District, the holders of the Series 2007 Note and all other parties in interest; (ii) the Acquired Property be sold free and clear of all Encumbrances, including without limitation, the CDD Claims; (iii) the Sale provides for direct payment of the Claims of, among others, the holders of the Series 2007 Note, without the need to remit payment through the CDDs, including the District; (iv) payments by the Purchaser at the Sale closing are in full and complete satisfaction of, among other things, all Claims against the Districts; and (v) the holders of the

Series 2007 Note, among other parties, dismiss with prejudice all litigation and/or issue satisfactions of all judgments against the District, among others; and

WHEREAS, the matters recited in the immediately preceding paragraph provide the District with direct and substantial benefits and Purchaser would not have consummated such matters, including satisfaction of the Claims against the District, without the conveyance of the Common Area Tracts to Purchaser; and

WHEREAS, the Capital Improvement Plan and Common Area Tracts no longer serve a viable public purpose as a result of, among other factors: (i) changed economic and development circumstances occurring since the District acquired the Common Area Tracts to construct the Capital Improvement Plan; (ii) the District's inability to develop the Common Area Tracts and render assessments on the Acquired Property; and (iii) the fact that Purchaser informed the District that it will not proceed under the Capital Improvement Plan as it concerns the Acquired Property and the Common Area Tracts, and that Purchaser will create another development plan for the lands within the District; and

WHEREAS, the Common Area Tracts are assessed no monetary value by the Pasco County Property Appraiser; and

WHEREAS, in furtherance of the Plan, as approved by the Confirmation Order, and for the purposes and considerations herein set forth, the District desires to convey the Common Area Tracts to the Purchaser so it may realize the full benefits of the Plan, Sale and Confirmation Order and so that it may develop all of the lands within the District in accordance with a new development plan, which new development plan may in Purchaser's discretion include a new capital improvement plan and another conveyance of land to the District; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") THAT:

1. The above recitals are true, correct, ratified and approved and are incorporated herein by reference as if fully set forth herein.
2. The District ratifies and confirms the Plan, including the Modifications, and the Confirmation Order, including, but not limited to, direct payment of the Claims of the holders of the Series 2007 Note, without the need to remit payment through the District
3. Subject to the closing of the Sale, including but not limited to, satisfaction of the Claims against the District, the Capital Improvement Plan shall be deemed terminated and of no further force and effect.
4. The District does not have resources to develop the Common Area Tracts and the Common Area Tracts cannot be developed without the Acquired Property; thus, the Common Area Tracts are not needed by the District.
5. The District will receive substantial benefits and others considerations due to

Purchaser's closing of the Sale as herein set forth, which serve the public purpose and benefit the District; thus, it is in the best interest of the public and the District for the Common Area Tracts to be conveyed to Purchaser as part of or promptly after the Sale.

6. The Acquired Property will be conveyed to CRCG One, CRCG Two and CRP by separate deeds and legal descriptions; therefore the parties intent that the Common Area Tracts be conveyed to CRCG One, CRCG Two and CRP to the extent of those portions of the Common Area Tracts that fall within the portions of the Acquired Property owned by CRCG One, CRCG Two and CRP.

7. The Board hereby authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to execute and deliver special warranty deeds conveying the Common Area Tracts to CRCG One, CRCG Two and CRP or to such other entity as directed by the Purchaser, together with a closing statement and such other instruments as may be reasonably necessary to consummate the closing pursuant to and consistent with this Resolution and the Plan, but only as part of or promptly after the Sale, including payment of the Claims applicable to the District in accordance with the Plan and Confirmation Order.


8. The Board hereby further authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to require that, as a condition to such conveyances of the Common Area Tracts: (i) Purchaser pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts hereunder; and (ii) Purchaser consent to this Resolution.

9. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2013.

Attest:

**Bella Verde Golf
Community Development District**


Name: PETER A. ALTMAN
~~Secretary~~/Assistant Secretary

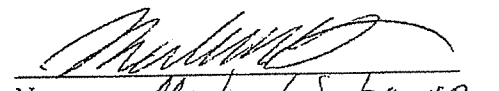

Name: Michael S. Lawson
Chairperson of the Board of Supervisors

Exhibit F-3

**CONSENT AND JOINDER OF LANDOWNERS TO THE
BOUNDARY AMENDMENT OF THE
MIRADA COMMUNITY DEVELOPMENT DISTRICT**

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

The undersigned understands and acknowledges that the Mirada Community Development District, (the "District"), intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the District is required to include the written consent to the boundary amendment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the boundary amendment of the District which will include the Property within the lands to be a part of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the boundary amendment of the District.


The undersigned acknowledges that the consent will remain in full force and effect until the District's boundaries are amended. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, a consent to the boundary amendment of the District in substantially this form.

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

Executed this 30th day of April, 2018.

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation
its General Partner

By: 
John M. Ryan, President

S/H



2013076077

Prepared by and return to:
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

Rspt: 1516902 Rec: 52.50
DS: 0.00 IT: 0.00
04/30/13 K. Kraengel, Dpty Clerk

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER
04/30/13 04:15pm 1 of 6
OR BK 8865 PG 1354

[Space Above This Line For Recording data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)
(Cannon Ranch Parcel D)

This Indenture made this 30 day of April, 2013 between **CANNON RANCH, LLC**, a California limited liability company, **NEW CITIES LAND COMPANY, INC.**, a California corporation, **BATES PROPERTIES, INC.**, a California corporation, **DAD PROPERTIES, LLC**, a Florida limited liability company, and **PROFESSIONAL LAND DEVELOPMENT, LLC**, a Florida limited liability company, whose collective address is 8650 River Meadow Rd., Carmel, CA 93923, (collectively, "Grantor"), and **CRCG TWO LP**, a Delaware limited partnership, whose address is 2052 N. Rocky Pointe Dr., Suite 1050, Tampa, FL 33607 ("Grantee"),

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

SEE ATTACHED EXHIBIT "A" (the "Property")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Grantor does hereby fully warrant the title to the Property, and will defend the same against lawful claims of all persons whomsoever, subject only to the matters set forth on Exhibit "B," provided, however, reference to such matters shall not reimpose the same.

To have and to hold the Property, with the tenements, hereditaments and appurtenances, unto the Grantee, its successors and assigns, in fee simple forever.

[EXECUTION PAGES TO FOLLOW]

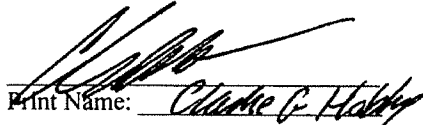
THE PROPERTY IS BEING CONVEYED PURSUANT TO THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

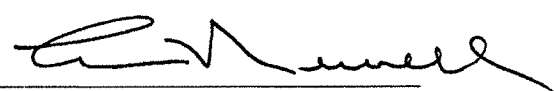
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

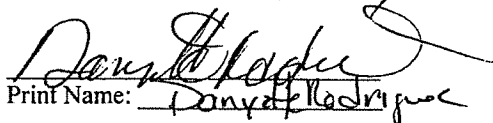
Signed, sealed and delivered in our presence:

CANNON RANCH, LLC,
a California limited liability company

By: NEW CITIES LAND COMPANY, INC.,
a California corporation, its Manager


Print Name: Charles C. Haddy

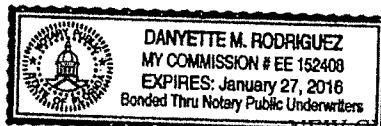
By: 
Lee E. Newell, President

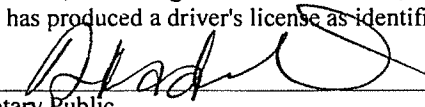

Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc., a California corporation, as Manager of Cannon Ranch, LLC, a California limited liability company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

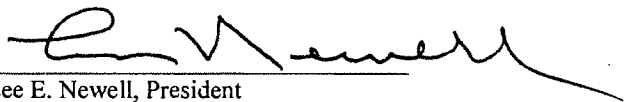
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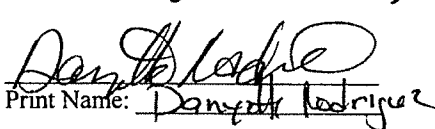



Notary Public

NEW CITIES LAND COMPANY, INC., a
California corporation


Print Name: Charles C. Haddy

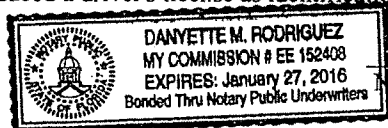
By: 
Lee E. Newell, President

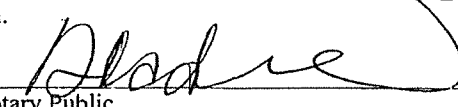

Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc. a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

[EXECUTION PAGES TO FOLLOW]

BATES PROPERTIES, INC., a
California corporation

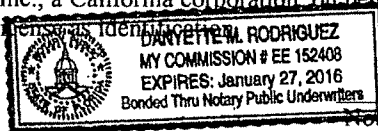
[Signature]
Print Name: Charles G. Hickey

By: [Signature]
Frederick M. Bates, President

[Signature]
Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as President of Bates Properties, Inc., a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.



[Notary Seal]

[Signature]
Notary Public

PROFESSIONAL LAND DEVELOPMENT, LLC,
a Florida limited liability company

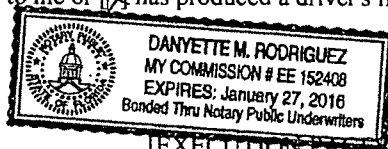
[Signature]
Print Name: Charles G. Hickey

By: [Signature]
Frederick M. Bates, Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM).

[Signature]
Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM), on behalf of the company. He ☒ is personally known to me or ☒ has produced a driver's license as identification.



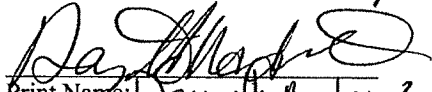
[Notary Seal]


[Signature]
Notary Public

[EXECUTION PAGES TO FOLLOW]

DAD PROPERTIES, LLC,
a Florida limited liability company


Print Name: Charles C. Haby


Print Name: Danyette Rodriguez

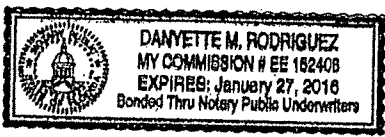
By: 
Thomas L. Dempsey, Managing Member

OR BK **8865** PG **1357**
4 of 6

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 Thomas L. Dempsey, as Managing Member of DAD Properties, LLC, a California limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]





Notary Public

EXHIBIT "A"LEGAL DESCRIPTION FOR PARCEL D

A portion of Sections 14, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of said Section 16; thence along the South boundary of said Section 16, S.89°57'06"W., a distance of 1,334.60 feet to the Southwest corner of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 3,823.50 feet; thence S.89°36'08"E., a distance of 4,898.46 feet; thence S.00°23'52"W., a distance of 771.08 feet; thence S.89°36'08"E., a distance of 1,345.29 feet; thence S.00°23'52"W., a distance of 2,414.78 feet; thence S.89°36'08"E., a distance of 855.81 feet; thence S.00°03'42"W., a distance of 553.22 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road the following two (2) courses and distances: 1), S.89°50'56"W., 2,659.41 feet; 2) S.13°38'58"W., 22.08 feet to the South boundary of said Section 15; thence along the South boundary of said Section 15, S.89°53'44"W., a distance of 3,062.19 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida.

PERMITTED EXCEPTIONS FOR PARCEL D

1. Taxes and assessments for the 2013 and all subsequent years.
2. Zoning and other governmental land use restrictions.
3. Per Boundary Survey from D.C. Johnson & Associates, Inc., Project No. 86057A26.00001 last dated April 24, 2013:
 - a. Barbed wire fence along west boundary of Parcel D.
 - b. Barbed wire fence, pond and overhead power poles and line long south boundary of Parcel D.
4. Notice of Adoption of Development Order for Cannon Ranch Development of Regional Impact recorded in O.R. Book 1801, Page 1842, together with Restated, Amended and Proposed Development of Regional Impact No. 163 Development Order Cannon Ranch Development Order recorded in O.R. Book 4564, Page 929, as amended in O.R. Book 4564, Page 955; O.R. Book 6027, Page 512 and O.R. Book 6035, Page 1270, together with A Resolution Amending, Consolidating, and Restating the Development Order for the Cannon Ranch Development of Regional Impact No. 163 recorded in O.R. Book 6072, Page 98 and Amended and Restated Development Agreement Between Pasco County and Cannon Ranch, LLC; New Cities Land Company, Inc.; Bates Properties, Inc.; DAD Properties, LLC; Belle Verde East Community Development District; Belle Verde Golf CDD; Belle Verde Lake CDD; and Cannon Ranch Co-Tenancy; for Cannon Ranch Development of Regional Impact No. 163 recorded in O.R. Book 7932, Page 440, Public Records of Pasco County, Florida.
5. Easement and Memorandum of Agreement recorded in O.R. Book 6213, Page 568, Public Records of Pasco County, Florida.
6. Notices of Establishment of the Bella Verde Golf Community Development District recorded in O.R. Book 6896, Page 520; O.R. Book 6896, Page 524 and O.R. Book 6896, Page 528, Public Records of Pasco County, Florida.
7. Declarations of Consent to Jurisdiction of Bella Verde Golf Community Development District and to Imposition of Special Assessments recorded in O.R. Book 7349, Page 1009 and O.R. Book 7743, Page 349, Public Records of Pasco County, Florida.
8. Perpetual Deed of Conservation Easement recorded in O.R. Book 7895, Page 235, Public Records of Pasco County, Florida.
9. Rights of lessee pursuant to that certain Lease Agreement between Cannon Ranch, LLC, a California limited liability company New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation, DAD Properties, LLC, a Florida limited liability company and Professional Land Development, LLC, a Florida limited liability company, collectively, as lessor, and Southwest Cattle Co. Inc., a Florida corporation, n/k/a Southwest Cattle Company, a Florida limited liability company, as lessee ("Lessee"), dated December 25, 2009.

S/H



Prepared by and return to:
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

Rept: 1516902 Rec: 44.00
DS: 0.00 IT: 0.00
04/30/13 K. Kraengel, Dpty Clerk

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Quit Claim Deed

(Cannon Ranch Parcel D)

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/30/13 04:15pm 1 of 5
OR BK 8865 PG 1492

This Indenture made this 30 day of April, 2013 between **CANNON RANCH, LLC**, a California limited liability company, **NEW CITIES LAND COMPANY, INC.**, a California corporation, **BATES PROPERTIES, INC.**, a California corporation, **DAD PROPERTIES, LLC**, a Florida limited liability company, and **PROFESSIONAL LAND DEVELOPMENT, LLC**, a Florida limited liability company, whose collective address is 8650 River Meadow Rd., Carmel, CA 93923, (collectively, "Grantor"), and **CRCG TWO LP**, a Delaware limited partnership, whose address is 2052 N. Rocky Pointe Dr., Suite 1050, Tampa, FL 33607 ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Pasco, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

[EXECUTION PAGES TO FOLLOW]

THE PROPERTY IS BEING CONVEYED PURSUANT TO THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

CANNON RANCH, LLC,
a California limited liability company

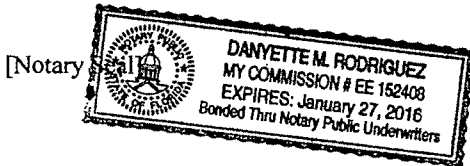
By: NEW CITIES LAND COMPANY, INC.,
a California corporation, its Manager

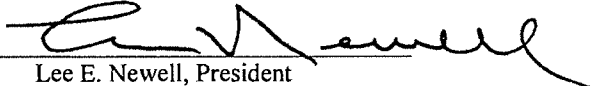

Print Name: Daniel Rodriguez



Print Name: Daniel Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc., a California corporation, as Manager of Cannon Ranch, LLC, a California limited liability company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

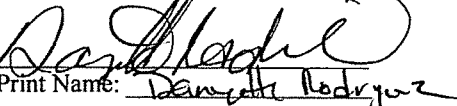


By: 
Lee E. Newell, President


Notary Public

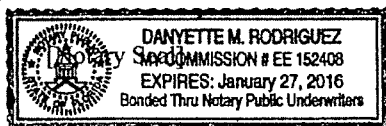
NEW CITIES LAND COMPANY, INC., a
California corporation

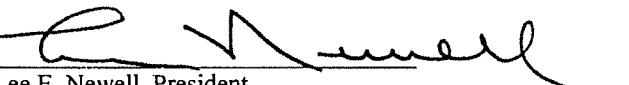

Print Name: Daniel Rodriguez



Print Name: Daniel Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Lee E. Newell, as President of New Cities Land Company, Inc. a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.



By: 
Lee E. Newell, President


Notary Public

[EXECUTION PAGES TO FOLLOW]

BATES PROPERTIES, INC., a
California corporation

[Signature]
Print Name: Clara P. Hilly

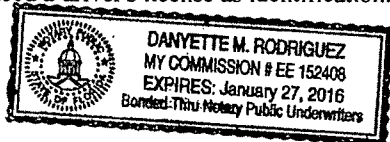
By: [Signature]
Frederick M. Bates, President

[Signature]
Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as President of Bates Properties, Inc., a California corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

PROFESSIONAL LAND DEVELOPMENT, LLC,
a Florida limited liability company

[Signature]
Print Name: Clara P. Hilly

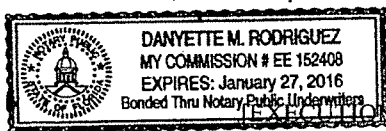
By: [Signature]
Frederick M. Bates, Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM).

[Signature]
Print Name: Danyette Rodriguez

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 by Frederick M. Bates, as Authorized Signatory pursuant to Paragraph 15 of that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered on November 10, 2011, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the Chapter 11 Bankruptcy Case of Professional Land Development, LLC (case no. 8:10-bk-2569-CPM) and Chapter 11 Bankruptcy Case of Cannon Ranch, LLC (Case No. 8:10-bk-23503-CPM), on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

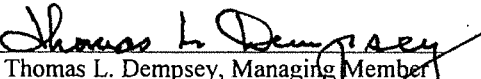


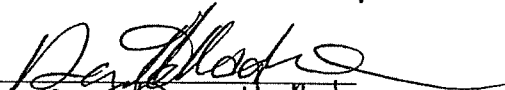
[Signature]
Notary Public

EXECUTION PAGES TO FOLLOW]

DAD PROPERTIES, LLC,
a Florida limited liability company


Print Name: Claude F. Hobbs

By: 
Thomas L. Dempsey, Managing Member


Print Name: Danyette Rodriguez

OR BK **8865** PG **1495**
4 of 5

State of FL
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 25 day of April, 2013 Thomas L. Dempsey, as Managing Member of DAD Properties, LLC, a California limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]





Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL D

A portion of Sections 14, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of said Section 16; thence along the South boundary of said Section 16, S.89°57'06"W., a distance of 1,334.60 feet to the Southwest corner of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 3,823.50 feet; thence S.89°36'08"E., a distance of 4,898.46 feet; thence S.00°23'52"W., a distance of 771.08 feet; thence S.89°36'08"E., a distance of 1,345.29 feet; thence S.00°23'52"W., a distance of 2,414.78 feet; thence S.89°36'08"E., a distance of 855.81 feet; thence S.00°03'42"W., a distance of 553.22 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road the following two (2) courses and distances: 1), S.89°50'56"W., 2,659.41 feet; 2) S.13°38'58"W., 22.08 feet to the South boundary of said Section 15; thence along the South boundary of said Section 15, S.89°53'44"W., a distance of 3,062.19 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Any portion of the real property described in that certain Special Warranty Deed recorded at Official Records Book 5853, Page 1455 of the Public Records of Pasco County, Florida lying within the hereinabove described Parcel C.



2013093844

Rspt: 1524060 Rec: 78.00

DS: 0.70 IT: 0.00

05/29/13 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

05/29/13 09:37 AM 1 of 9

OR BK **8879** PG **2032**

Prepared by and return to:
Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "**Deed**"), executed as of this 23 day of May, 2013, by **BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT**, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose mailing address is c/o 1510 W. Cleveland Street, Tampa, Florida 33606, in favor of **CRCG TWO LP**, a Delaware limited partnership ("**Grantee**"), whose address is 2052 N. Rocky Pointe Drive, Suite 1050, Tampa, Florida 33607.

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs, successors and assigns forever, the real property situate, lying, and being in Pasco County, Florida, and legally described in **Exhibit "A"** attached to this Deed (the "**Property**").

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

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

And Grantor hereby specially covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, and that the Property is being conveyed to Grantee subject to applicable zoning ordinances, taxes for the current and subsequent years, and all matters of public record, but this reference is not intended to reimpose the same.

THE PROPERTY IS BEING CONVEYED IN ACCORDANCE WITH THE CONSENT TO RESOLUTION ATTACHED HERETO AS EXHIBIT "B" IN ORDER TO, AMONG OTHER THINGS, COMPLETE THE TRANSACTION AND RECEIVE ALL BENEFITS OF THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

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

Signed, sealed, and delivered
in the presence of:

[Signature]
Signature of Witness 1

[Signature]
Print name of Witness 1

[Signature]
Signature of Witness 2

[Signature]
Print name of Witness 2

**BELLA VERDE GOLF COMMUNITY
DEVELOPMENT DISTRICT**, formerly known as
Cannon Ranch Golf Community Development
District, a special purpose unit of local government
organized pursuant to Chapter 190, Florida Statutes

By: [Signature]
Print Name: Michael S. Lawson
Title: Chairman of the Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.:

The foregoing instrument was acknowledged before me this 23 day of May, 2013, by Michael S. Lawson, as Chairman of the Board of Supervisors BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, who is () personally known to me or (X) who produced drivers license as identification.

[Affix Notary Seal]

[Signature]
Notary Public

Kristine Erwin

(Print or type name)
Commission No.: _____
My Commission Expires: _____



KRISTINE ERWIN
MY COMMISSION # EE 031777
EXPIRES: October 3, 2014
Bonded Thru Budget Notary Services

EXHIBIT "A"

Legal Description

CDD PARCEL D

The real property described in that certain Special Warranty Deed recorded in Official Records Book 6361, Page 830 and re-recorded in Official Records Book 6426, Page 861, both of the Public Records of Pasco County, Florida and that certain Corrective Warranty Deed recorded in Official Records Book 6914, Page 445 of the Public Records of Pasco County, Florida lying within the following described real property:

A portion of Sections 14, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

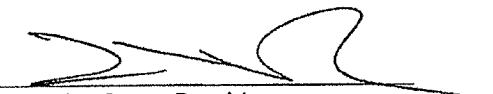
For a POINT OF BEGINNING commence at the Southeast corner of said Section 16; thence along the South boundary of said Section 16, S.89°57'06"W., a distance of 1,334.60 feet to the Southwest corner of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 3,823.50 feet; thence S.89°36'08"E., a distance of 4,898.46 feet; thence S.00°23'52"W., a distance of 771.08 feet; thence S.89°36'08"E., a distance of 1,345.29 feet; thence S.00°23'52"W., a distance of 2,414.78 feet; thence S.89°36'08"E., a distance of 855.81 feet; thence S.00°03'42"W., a distance of 553.22 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road the following two (2) courses and distances: 1), S.89°50'56"W., 2,659.41 feet; 2) S.13°38'58"W., 22.08 feet to the South boundary of said Section 15; thence along the South boundary of said Section 15, S.89°53'44"W., a distance of 3,062.19 feet to the POINT OF BEGINNING.

Exhibit B**CONSENT TO RESOLUTION**

The undersigned constitute the "Purchaser" that is described in that certain Resolution Number 2013-06 (the "**Resolution**") of the Bella Verde Golf Community Development District (the "**District**"). A copy of the Resolution is attached hereto as **Exhibit "A"** and capitalized terms not defined herein are as defined in the Resolution. In accordance with Section 8 of the Resolution, Purchaser agrees to pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts to Purchaser and Purchaser consents to the Resolution. CRCG One, CRCG Two and CRP shall allocate such costs amongst them on a proportionate basis based upon the gross acreage of those portions of the Common Area Tracts deeded to such entities. The Resolution mentions, among other things, certain substantial considerations and benefits to the District as a result of Purchaser's closing the Sale under the Plan. Without limiting Purchaser's above agreement and consent, Purchaser notes for the record as an additional such benefit and consideration, i.e., as part of the Sale, Purchaser shall make certain direct payments to the District that the District will use to pay certain unsecured creditors of the District. Intending to be legally bound, CRCG One, CRCG Two and CRP hereby execute this instrument effective as of April 30, 2013 and direct that it be delivered to the District.


CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation, its General Partner

By: 
John Ryan, President

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,** a Delaware corporation,
its General Partner

By: 
John Ryan, President

CR PASCO DEVELOPMENT COMPANY
LLC, a Delaware limited liability company

By: **CR PASCO INVESTORS LLC**, a
Delaware limited liability company,
its sole member

By: **SUBSTANTIA CANNON, LLC**, a
Delaware limited liability company,
its managing member


By: 
John Ryan, Manager

Exhibit ARESOLUTION NO. 2013-06

A RESOLUTION: APPROVING AN ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION ENTERED INTO BY THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION; AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO TERMINATE THE CAPITAL IMPROVEMENT PLAN DESCRIBED IN THAT CERTAIN ENGINEER'S REPORT, AS REVISED, VALIDATED AND MODIFIED DATED AND FOREGO ANY FURTHER WORK IN FURTHERANCE THEROF; IN FURTHERANCE OF THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION AND AS PART OF THE SATISFACTION OF SECURED AND OTHER CLAIMS THEREUNDER, AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO CONVEY ALL COMMON AREA TRACTS AND OTHER LAND TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AND DELIVER A SPECIAL WARRANTY DEED AND OTHER CLOSING DOCUMENTS NECESSARY FOR THE CONVEYANCE OF ALL SUCH COMMON AREA TRACTS TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION.

WHEREAS, the Bella Verde Golf Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Act; and

WHEREAS, the District previously indicated its intention to construct certain public infrastructure improvements as described in the Report of the Consulting Engineers prepared by WilsonMiller dated October 11, 2004, as revised on February 21, 2005, validated on February 23, 2005, and as modified February 7, 2006 (the "**Engineer's Report**"), and to finance the

capital improvement plan described in the Engineer's Report (the "**Capital Improvement Plan**") through the issuance of one or more series of bond anticipation notes or bonds which were to be repaid by special assessments levied on the benefited property within the District, including the Acquired Property (as below defined); and

WHEREAS, to fund a portion of the cost of the Capital Improvement Plan, the District previously issued its Bella Verde Golf Community Development District Bond Anticipation Notes, Series 2006 (the "**Series 2006 Note**"). The Series 2006 Note matured on December 17, 2007. Upon the maturity of the Series 2006 Note, a new Bond Anticipation Note, Series 2007 (the "**Series 2007 Note**") was issued to refinance the Series 2006 Note. The Series 2007 Note matured on December 18, 2008. The Series 2007 Note was not extended when it matured on December 18, 2008. Currently, the District is default in its payments to the holders of the Series 2007 Note and the holders of the Series 2007 Note have made certain claims against the District; and

WHEREAS, with a portion of the proceeds generated from the issuance of the Series 2006 Note, the District purchased the tracts described in **Exhibit "A"** (the "**Common Area Tracts**") in order to construct the Capital Improvement Plan in the Common Area Tracts. Due to the downturn in the real estate market, the District was unable to finance and construct the Capital Improvement Plan that it had planned to construct in, among other things, the Common Area Tracts; and

WHEREAS, on or before April 30, 2013, **CRCG One LP**, a Delaware limited partnership ("**CRCG One**"), **CRCG Two LP**, a Delaware limited partnership ("**CRCG Two**"), and **CR Pasco Development Company LLC** Delaware limited liability company ("**CRP**") and collectively with **CRCG One** and **CRCG Two**, the "**Purchaser**") will acquire the lands within the District described in **Exhibit "B"** attached hereto (the "**Acquired Property**") pursuant to and as authorized by: (i) that certain Amended Joint Plan of Reorganization for Professional Land Development, LLC and Cannon Ranch, LLC, as amended and modified from time to time (the "**Plan**"), which Plan was confirmed by the Bankruptcy Court pursuant to that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered by the Bankruptcy Court on November 10, 2011, as amended by that Order Granting Motion for Order Modifying Dates in Confirmation Order entered by the Bankruptcy Court (PLD Doc. No. 3681; CR Doc. No. 202, as modified and amended from time to time) (the "**Confirmation Order**"), which Confirmation Order is incorporated herein by reference; and (ii) the **Pasadera LOI** and **Final Purchase Agreement** (as each are defined in the Confirmation Order, and all other capitalized terms not herein defined are as defined in the Confirmation Order); and

WHEREAS, the Confirmation Order provides, among other things, that: (i) the Plan, including the Modifications, is binding upon, among others, all Creditors, including without limitation, the District, the holders of the Series 2007 Note and all other parties in interest; (ii) the Acquired Property be sold free and clear of all Encumbrances, including without limitation, the CDD Claims; (iii) the Sale provides for direct payment of the Claims of, among others, the holders of the Series 2007 Note, without the need to remit payment through the CDDs, including the District; (iv) payments by the Purchaser at the Sale closing are in full and complete satisfaction of, among other things, all Claims against the Districts; and (v) the holders of the

Series 2007 Note, among other parties, dismiss with prejudice all litigation and/or issue satisfactions of all judgments against the District, among others; and

WHEREAS, the matters recited in the immediately preceding paragraph provide the District with direct and substantial benefits and Purchaser would not have consummated such matters, including satisfaction of the Claims against the District, without the conveyance of the Common Area Tracts to Purchaser; and

WHEREAS, the Capital Improvement Plan and Common Area Tracts no longer serve a viable public purpose as a result of, among other factors: (i) changed economic and development circumstances occurring since the District acquired the Common Area Tracts to construct the Capital Improvement Plan; (ii) the District's inability to develop the Common Area Tracts and render assessments on the Acquired Property; and (iii) the fact that Purchaser informed the District that it will not proceed under the Capital Improvement Plan as it concerns the Acquired Property and the Common Area Tracts, and that Purchaser will create another development plan for the lands within the District; and

WHEREAS, the Common Area Tracts are assessed no monetary value by the Pasco County Property Appraiser; and

WHEREAS, in furtherance of the Plan, as approved by the Confirmation Order, and for the purposes and considerations herein set forth, the District desires to convey the Common Area Tracts to the Purchaser so it may realize the full benefits of the Plan, Sale and Confirmation Order and so that it may develop all of the lands within the District in accordance with a new development plan, which new development plan may in Purchaser's discretion include a new capital improvement plan and another conveyance of land to the District; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") THAT:

1. The above recitals are true, correct, ratified and approved and are incorporated herein by reference as if fully set forth herein.
2. The District ratifies and confirms the Plan, including the Modifications, and the Confirmation Order, including, but not limited to, direct payment of the Claims of the holders of the Series 2007 Note, without the need to remit payment through the District
3. Subject to the closing of the Sale, including but not limited to, satisfaction of the Claims against the District, the Capital Improvement Plan shall be deemed terminated and of no further force and effect.
4. The District does not have resources to develop the Common Area Tracts and the Common Area Tracts cannot be developed without the Acquired Property; thus, the Common Area Tracts are not needed by the District.
5. The District will receive substantial benefits and others considerations due to

Purchaser's closing of the Sale as herein set forth, which serve the public purpose and benefit the District; thus, it is in the best interest of the public and the District for the Common Area Tracts to be conveyed to Purchaser as part of or promptly after the Sale.

6. The Acquired Property will be conveyed to CRCG One, CRCG Two and CRP by separate deeds and legal descriptions; therefore the parties intent that the Common Area Tracts be conveyed to CRCG One, CRCG Two and CRP to the extent of those portions of the Common Area Tracts that fall within the portions of the Acquired Property owned by CRCG One, CRCG Two and CRP.

7. The Board hereby authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to execute and deliver special warranty deeds conveying the Common Area Tracts to CRCG One, CRCG Two and CRP or to such other entity as directed by the Purchaser, together with a closing statement and such other instruments as may be reasonably necessary to consummate the closing pursuant to and consistent with this Resolution and the Plan, but only as part of or promptly after the Sale, including payment of the Claims applicable to the District in accordance with the Plan and Confirmation Order.

8. The Board hereby further authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to require that, as a condition to such conveyances of the Common Area Tracts: (i) Purchaser pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts hereunder; and (ii) Purchaser consent to this Resolution.


9. This Resolution shall take effect immediately upon its adoption.

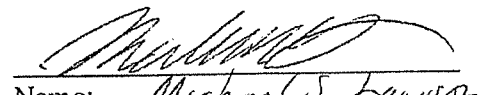
PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2013.

Attest:

Bella Verde Golf

Community Development District


Name: PETER A. ALTMAN
Secretary/Assistant Secretary


Name: Michael S. Lawson
Chairperson of the Board of Supervisors



2013093847

Rspt: 1524060 Rec: 78.00

DS: 0.70 IT: 0.00

05/29/13 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

05/29/13 09:37 AM 1 of 9

OR BK **8879** PG **2063**

Prepared by and return to:
Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush Street Suite 250
Tampa, FL 33602
813-223-3338

[Space Above This Line For Recording data]

Quit Claim Deed

This Indenture made this 23 day of May, 2013 by **BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT**, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose address is c/o 1510 W. Cleveland Street, Tampa, Florida 33606, in favor of **CRCG TWO LP**, a Delaware limited partnership ("**Grantee**"), whose address is 2052 N. Rocky Pointe Drive, Suite 1050, Tampa, Florida 33607.

Witnesseth that said Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Pasco, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "**Property**")

Together with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

[EXECUTION PAGES TO FOLLOW]

THE PROPERTY IS BEING CONVEYED IN ACCORDANCE WITH THE CONSENT TO RESOLUTION ATTACHED HERETO AS EXHIBIT "B" IN ORDER TO, AMONG OTHER THINGS, COMPLETE THE TRANSACTION AND RECEIVE ALL BENEFITS OF THE ORDER CONFIRMING PLAN PROPONENTS' AMENDED JOINT PLAN OF REORGANIZATION (DOC. NOS. 368 AND 202) IN CASE NUMBERS 8:10-BK-02569-CPM AND 8:10-BK-23503-CPM, UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, AND THIS INSTRUMENT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO 11 U.S.C. SECTION 1146(a).

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

[Signature]
Signature of Witness 1

Adam Woodruff
Print name of Witness 1

**BELLA VERDE GOLF COMMUNITY
DEVELOPMENT DISTRICT**, formerly known as
Cannon Ranch Golf Community Development
District, a special purpose unit of local government
organized pursuant to Chapter 190, Florida Statutes

[Signature]
Signature of Witness 2

Lee E. Wilson
Print name of Witness 2

By: [Signature]
Print Name: Michael S. Lawson
Title: Chairman of the Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.:

The foregoing instrument was acknowledged before me ^{of Supervisors} this 23 day of May, 2013, by Michael S. Lawson, as Chairman of the Board BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT, formerly known as Cannon Ranch Golf Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, who is () personally known to me or (☒) who produced drivers license as identification.

[Affix Notary Seal]



KRISTINE ERWIN
MY COMMISSION # EE 031777
EXPIRES: October 3, 2014
Bonded Thru Budget Notary Services

[Signature]
Notary Public

Kristine Erwin
(Print or type name)
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Any portion of the real property described in that certain Special Warranty Deed recorded at Official Records Book 5853, Page 1455 of the Public Records of Pasco County, Florida lying within Parcel D, as described below.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY:

PARCEL D

A portion of Sections 14, 15 and 16, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

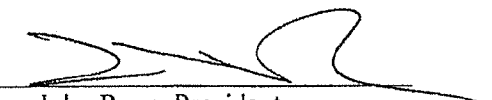
For a POINT OF BEGINNING commence at the Southeast corner of said Section 16; thence along the South boundary of said Section 16, S.89°57'06"W., a distance of 1,334.60 feet to the Southwest corner of the East 1/4 of said Section 16; thence along the West boundary of the East 1/4 of said Section 16, N.00°13'44"W., a distance of 3,823.50 feet; thence S.89°36'08"E., a distance of 4,898.46 feet; thence S.00°23'52"W., a distance of 771.08 feet; thence S.89°36'08"E., a distance of 1,345.29 feet; thence S.00°23'52"W., a distance of 2,414.78 feet; thence S.89°36'08"E., a distance of 855.81 feet; thence S.00°03'42"W., a distance of 553.22 feet to the North right-of-way of Tyndall Road as described in Official Records Book 7241, Page 16, of the public records of Pasco County, Florida; thence along the North right-of-way of said Tyndall Road the following two (2) courses and distances: 1), S.89°50'56"W., 2,659.41 feet; 2) S.13°38'58"W., 22.08 feet to the South boundary of said Section 15; thence along the South boundary of said Section 15, S.89°53'44"W., a distance of 3,062.19 feet to the POINT OF BEGINNING.

Exhibit B**CONSENT TO RESOLUTION**

The undersigned constitute the "Purchaser" that is described in that certain Resolution Number 2013-06 (the "**Resolution**") of the Bella Verde Golf Community Development District (the "**District**"). A copy of the Resolution is attached hereto as **Exhibit "A"** and capitalized terms not defined herein are as defined in the Resolution. In accordance with Section 8 of the Resolution, Purchaser agrees to pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts to Purchaser and Purchaser consents to the Resolution. CRCG One, CRCG Two and CRP shall allocate such costs amongst them on a proportionate basis based upon the gross acreage of those portions of the Common Area Tracts deeded to such entities. The Resolution mentions, among other things, certain substantial considerations and benefits to the District as a result of Purchaser's closing the Sale under the Plan. Without limiting Purchaser's above agreement and consent, Purchaser notes for the record as an additional such benefit and consideration, i.e., as part of the Sale, Purchaser shall make certain direct payments to the District that the District will use to pay certain unsecured creditors of the District. Intending to be legally bound, CRCG One, CRCG Two and CRP hereby execute this instrument effective as of April 30, 2013 and direct that it be delivered to the District.

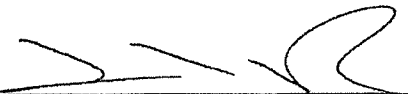
CRCG ONE LP,
a Delaware limited partnership

By: **CRGP INC.,**
a Delaware corporation, its General Partner

By: 
John Ryan, President

CRCG TWO LP,
a Delaware limited partnership

By: **CRGP INC.,** a Delaware corporation,
its General Partner

By: 
John Ryan, President

**CR PASCO DEVELOPMENT COMPANY
LLC**, a Delaware limited liability company

By: **CR PASCO INVESTORS LLC**, a
Delaware limited liability company,
its sole member

By: **SUBSTANTIA CANNON, LLC**, a
Delaware limited liability company,
its managing member


By: 
John Ryan, Manager

Exhibit ARESOLUTION NO. 2013-06

A RESOLUTION: APPROVING AN ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION ENTERED INTO BY THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION; AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO TERMINATE THE CAPITAL IMPROVEMENT PLAN DESCRIBED IN THAT CERTAIN ENGINEER'S REPORT, AS REVISED, VALIDATED AND MODIFIED DATED AND FOREGO ANY FURTHER WORK IN FURTHERANCE THEROF; IN FURTHERANCE OF THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION AND AS PART OF THE SATISFACTION OF SECURED AND OTHER CLAIMS THEREUNDER, AUTHORIZING THE BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT TO CONVEY ALL COMMON AREA TRACTS AND OTHER LAND TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AND DELIVER A SPECIAL WARRANTY DEED AND OTHER CLOSING DOCUMENTS NECESSARY FOR THE CONVEYANCE OF ALL SUCH COMMON AREA TRACTS TO CRCG ONE LP, CRCG TWO LP, AND CR PASCO DEVELOPMENT COMPANY LLC, AS THE PURCHASERS UNDER THE PURCHASE AND SALE AGREEMENT APPROVED UNDER THE ORDER CONFIRMING PLAN PROPONENTS AMENDED JOINT PLAN OF REORGANIZATION.

WHEREAS, the Bella Verde Golf Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "Act"), Chapter 190, Florida Statutes; and

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Act; and

WHEREAS, the District previously indicated its intention to construct certain public infrastructure improvements as described in the Report of the Consulting Engineers prepared by WilsonMiller dated October 11, 2004, as revised on February 21, 2005, validated on February 23, 2005, and as modified February 7, 2006 (the "Engineer's Report"), and to finance the

capital improvement plan described in the Engineer's Report (the "**Capital Improvement Plan**") through the issuance of one or more series of bond anticipation notes or bonds which were to be repaid by special assessments levied on the benefited property within the District, including the Acquired Property (as below defined); and

WHEREAS, to fund a portion of the cost of the Capital Improvement Plan, the District previously issued its Bella Verde Golf Community Development District Bond Anticipation Notes, Series 2006 (the "**Series 2006 Note**"). The Series 2006 Note matured on December 17, 2007. Upon the maturity of the Series 2006 Note, a new Bond Anticipation Note, Series 2007 (the "**Series 2007 Note**") was issued to refinance the Series 2006 Note. The Series 2007 Note matured on December 18, 2008. The Series 2007 Note was not extended when it matured on December 18, 2008. Currently, the District is default in its payments to the holders of the Series 2007 Note and the holders of the Series 2007 Note have made certain claims against the District; and

WHEREAS, with a portion of the proceeds generated from the issuance of the Series 2006 Note, the District purchased the tracts described in **Exhibit "A"** (the "**Common Area Tracts**") in order to construct the Capital Improvement Plan in the Common Area Tracts. Due to the downturn in the real estate market, the District was unable to finance and construct the Capital Improvement Plan that it had planned to construct in, among other things, the Common Area Tracts; and

WHEREAS, on or before April 30, 2013, **CRCG One LP**, a Delaware limited partnership ("**CRCG One**"), **CRCG Two LP**, a Delaware limited partnership ("**CRCG Two**"), and **CR Pasco Development Company LLC** Delaware limited liability company ("**CRP**" and collectively with **CRCG One** and **CRCG Two**, the "**Purchaser**") will acquire the lands within the District described in **Exhibit "B"** attached hereto (the "**Acquired Property**") pursuant to and as authorized by: (i) that certain Amended Joint Plan of Reorganization for Professional Land Development, LLC and Cannon Ranch, LLC, as amended and modified from time to time (the "**Plan**"), which Plan was confirmed by the Bankruptcy Court pursuant to that certain Order Confirming Plan Proponents' Amended Joint Plan of Reorganization entered by the Bankruptcy Court on November 10, 2011, as amended by that Order Granting Motion for Order Modifying Dates in Confirmation Order entered by the Bankruptcy Court (PLD Doc. No. 3681; CR Doc. No. 202, as modified and amended from time to time) (the "**Confirmation Order**"), which Confirmation Order is incorporated herein by reference; and (ii) the **Pasadera LOI** and **Final Purchase Agreement** (as each are defined in the Confirmation Order, and all other capitalized terms not herein defined are as defined in the Confirmation Order); and

WHEREAS, the Confirmation Order provides, among other things, that: (i) the Plan, including the Modifications, is binding upon, among others, all Creditors, including without limitation, the District, the holders of the Series 2007 Note and all other parties in interest; (ii) the Acquired Property be sold free and clear of all Encumbrances, including without limitation, the CDD Claims; (iii) the Sale provides for direct payment of the Claims of, among others, the holders of the Series 2007 Note, without the need to remit payment through the CDDs, including the District; (iv) payments by the Purchaser at the Sale closing are in full and complete satisfaction of, among other things, all Claims against the Districts; and (v) the holders of the

Series 2007 Note, among other parties, dismiss with prejudice all litigation and/or issue satisfactions of all judgments against the District, among others; and

WHEREAS, the matters recited in the immediately preceding paragraph provide the District with direct and substantial benefits and Purchaser would not have consummated such matters, including satisfaction of the Claims against the District, without the conveyance of the Common Area Tracts to Purchaser; and

WHEREAS, the Capital Improvement Plan and Common Area Tracts no longer serve a viable public purpose as a result of, among other factors: (i) changed economic and development circumstances occurring since the District acquired the Common Area Tracts to construct the Capital Improvement Plan; (ii) the District's inability to develop the Common Area Tracts and render assessments on the Acquired Property; and (iii) the fact that Purchaser informed the District that it will not proceed under the Capital Improvement Plan as it concerns the Acquired Property and the Common Area Tracts, and that Purchaser will create another development plan for the lands within the District; and

WHEREAS, the Common Area Tracts are assessed no monetary value by the Pasco County Property Appraiser; and

WHEREAS, in furtherance of the Plan, as approved by the Confirmation Order, and for the purposes and considerations herein set forth, the District desires to convey the Common Area Tracts to the Purchaser so it may realize the full benefits of the Plan, Sale and Confirmation Order and so that it may develop all of the lands within the District in accordance with a new development plan, which new development plan may in Purchaser's discretion include a new capital improvement plan and another conveyance of land to the District; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") THAT:

1. The above recitals are true, correct, ratified and approved and are incorporated herein by reference as if fully set forth herein.
2. The District ratifies and confirms the Plan, including the Modifications, and the Confirmation Order, including, but not limited to, direct payment of the Claims of the holders of the Series 2007 Note, without the need to remit payment through the District
3. Subject to the closing of the Sale, including but not limited to, satisfaction of the Claims against the District, the Capital Improvement Plan shall be deemed terminated and of no further force and effect.
4. The District does not have resources to develop the Common Area Tracts and the Common Area Tracts cannot be developed without the Acquired Property; thus, the Common Area Tracts are not needed by the District.
5. The District will receive substantial benefits and others considerations due to

Purchaser's closing of the Sale as herein set forth, which serve the public purpose and benefit the District; thus, it is in the best interest of the public and the District for the Common Area Tracts to be conveyed to Purchaser as part of or promptly after the Sale.

6. The Acquired Property will be conveyed to CRCG One, CRCG Two and CRP by separate deeds and legal descriptions; therefore the parties intent that the Common Area Tracts be conveyed to CRCG One, CRCG Two and CRP to the extent of those portions of the Common Area Tracts that fall within the portions of the Acquired Property owned by CRCG One, CRCG Two and CRP.

7. The Board hereby authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to execute and deliver special warranty deeds conveying the Common Area Tracts to CRCG One, CRCG Two and CRP or to such other entity as directed by the Purchaser, together with a closing statement and such other instruments as may be reasonably necessary to consummate the closing pursuant to and consistent with this Resolution and the Plan, but only as part of or promptly after the Sale, including payment of the Claims applicable to the District in accordance with the Plan and Confirmation Order.


8. The Board hereby further authorizes and directs the Chairperson or the Vice Chairperson of the Board of Supervisors of the District to require that, as a condition to such conveyances of the Common Area Tracts: (i) Purchaser pay for any title insurance, any recording fees and any Florida documentary stamp taxes that may be due in connection with the conveyances of the Common Area Tracts hereunder; and (ii) Purchaser consent to this Resolution.

9. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2013.

Attest:

**Bella Verde Golf
Community Development District**


Name: PETER A. ALTMAN
Secretary/Assistant Secretary

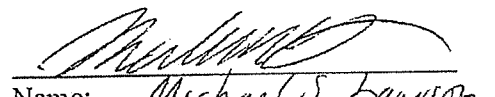

Name: Michael S. Lawson
Chairperson of the Board of Supervisors

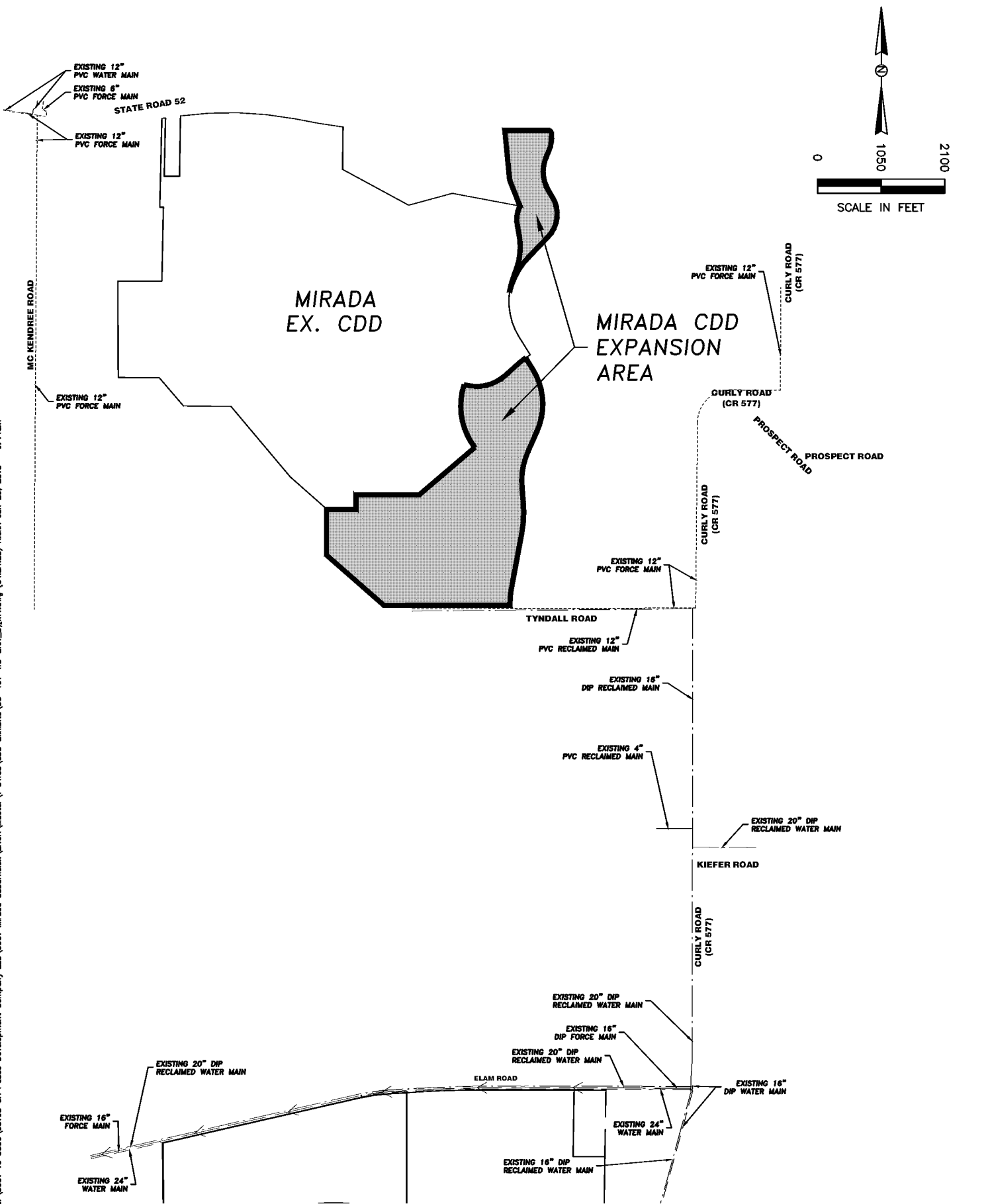
Exhibit G

Mirada Community Development District
Current Board of Supervisors

- Seat 1 Michael Lawson, Chairman
 c/o Metro Development Group, LLC
 2502 N. Rocky Point Drive
 Suite 1050
 Tampa, FL 33607
 Telephone: (813) 288-8078 / Fax: (813) 288-8178
- Seat 2 Doug Draper, Vice Chairman
 c/o Metro Development Group, LLC
 2502 N. Rocky Point Drive
 Suite 1050
 Tampa, FL 33607
 Telephone: (813) 288-8078 / Fax: (813) 288-8178
- Seat 3 Lori Price, Assistant Secretary
 c/o Metro Development Group, LLC
 2502 N. Rocky Point Drive
 Suite 1050
 Tampa, FL 33607
 Telephone: (813) 288-8078 / Fax: (813) 288-8178
- Seat 4 Ted Sanders, Assistant Secretary
 c/o Metro Development Group, LLC
 2502 N. Rocky Point Drive
 Suite 1050
 Tampa, FL 33607
 Telephone: (813) 288-8078 / Fax: (813) 288-8178
- Seat 5 Sean O'Connor
 c/o Metro Development Group, LLC
 2502 N. Rocky Point Drive
 Suite 1050
 Tampa, FL 33607
 Telephone: (813) 288-8078 / Fax: (813) 288-8178

Exhibit H

J:\3001 To 3500\03193 CR Pasco Development Company LLC\0001 Mirada Subdivision\ENR\Master\1 DWG\0001 Mirada CDD Boundary Amendment.dwg (UTILITIES) R04R Jun 20, 2018 - 9:44am



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET TEL (813) 250-3535
TAMPA, FL 33609 LB# 7013, CA# 8474 FAX (813) 250-3636

MAJOR UTILITY TRUNK LINES MIRADA CDD BOUNDARY AMENDMENT

SEC TWP RGE
10,11,14,15-25S-20E

JOB NUMBER
03193.0001

DRAWN BY
ROA

DATE
06-20-18

SHEET
1

Exhibit I

Mirada

Description	Phase 1 2018	Phases 2-5 2019-2022	Total Estimated Budget
Engineering Design, Permitting, Surveying, Testing	\$1,366,100	\$3,537,820	\$4,903,920
Consultant / Management Fees	\$940,095	\$2,434,605	\$3,374,700
Earthwork - Storm Water Management	\$3,820,100	\$9,892,900	\$13,713,000
Roads	\$4,314,700	\$7,766,460	\$12,081,160
Potable Water	\$656,400	\$1,699,800	\$2,356,200
Sanitary Sewer	\$957,300	\$3,141,380	\$4,098,680
Dry Utilities Trenching	\$327,600	\$1,072,400	\$1,400,000
Offsite	\$2,500,000	\$1,000,000	\$3,500,000
Landscaping/Irrigation/Hardscape/Recreation	\$10,000,000	\$3,000,000	\$13,000,000
Permit Fees and Impact Fees	\$494,000	\$6,074,800	\$6,568,800
Contingency	\$238,300	\$1,657,020	\$1,895,320
Total	\$25,614,595	\$41,277,185	\$66,891,780

MIRADA COMMUNITY DEVELOPMENT DISTRICT

Proposed Infrastructure Plan

Facility	Construction Funded By	Ownership	Operation and Maintenance
Earthwork	CDD	--	--
Subdivision Roadways and Alleys ²	CDD	CDD	CDD
Collector and Arterial Roadways ³	CDD	County	County
Offsite Road & Utilities ¹	CDD	County	County
Potable Water	CDD	County	County
Sanitary Sewer	CDD	County	County
Drainage Storm	CDD	CDD	CDD
Security/Landscaping/Hardscape	CDD	CDD	CDD
Recreational Facilities	CDD	CDD	CDD
Dry Utilities Trenching	CDD	--	--

¹Pasco County Utilities will only maintain lines in public rights-a-way or County owned easements. The County shall not own or maintain on-site utilities within the boundaries of the CDD.

²Roadways, entrances or similar improvements that are not constructed to county standards including use of materials, such as wood, will be owned and maintained by the CDD or other community associations with a recorded public easement over such portion.

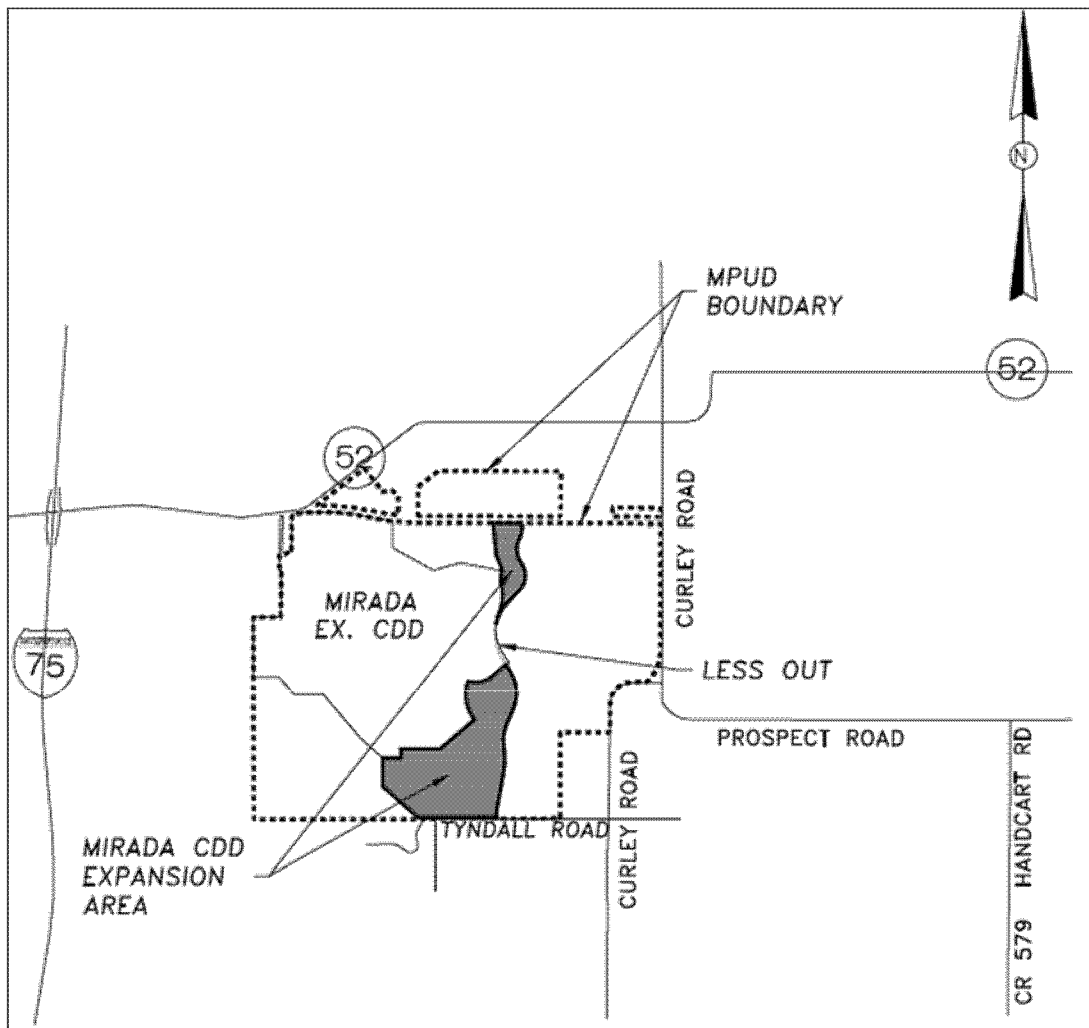
²Subdivision roadways and Alleys will be maintained by the CDD or other community associations.

³Collector and Arterial roadways will be maintained by County.

* The CDD or other community associations will be responsible for maintenance of sidewalks, multipurpose paths and trails and drainage facilities within the County right-of-way and non County right-of-way pursuant to Pasco County requirements within the boundaries of the CDD.

Exhibit J

Statement of Estimated Regulatory Costs For The Boundary Amendment of the Mirada Community Development District



April 30, 2018

Prepared by
DPFG Management & Consulting LLC
1060 Maitland Center Commons Blvd. | Suite 340
Maitland, FL 32751
www.dpfg.com

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A. EXECUTIVE SUMMARY

The Petitioner, **Mirada Community Development District** (the “**CDD**”, or “**District**”), seeks to petition the Board of County Commissioners of Pasco County, Florida, (the “**County**”) to adopt an amendment to County Ordinance No. 16-07 to add two parcels of land into the District, as described in **Composite Exhibit A-1 and A-2** (the “**Expansion Parcels**”), and by removing one small parcel from the District, as described in **Exhibit A-3** (the “**Contraction Parcel**”) (collectively, the “**Boundary Amendment Parcels**”). After the boundary has been amended, the District will encompass approximately 879.718 acres. This Statement of Estimated Regulatory Costs (the “**SERC**”) is a component of the petition filed with the County to amend the boundary of the District and designate the Expansion Parcels for which the District would manage and finance the delivery of basic public services.

With respect to such boundary amendment, this document determines that there are no adverse impacts on state and local revenues, and on small businesses. Also, there are no additional administrative costs and transactional costs associated with the boundary amendment. Any one-time transactional or administrative expenses associated with this action will be covered by one-time fees paid by the Petitioner.

The amendment of the District’s boundary will not create any significant economic costs overall for the State of Florida, nor for the County. The proposed action of the District may facilitate private development and may result in positive fiscal impacts in the long run.

B. PURPOSE AND SCOPE

This SERC has been prepared as a component of the petition filed with the County to amend the boundary of the District. Specifically, Section 190.046(1), Florida Statutes requires, as part of the petition, a SERC being prepared pursuant to Section 120.541 Florida Statutes. On April 26, 2016, the County adopted Ordinance No. 16-07 (the “**Ordinance**”), establishing the District. The District currently consists of approximately 675.97 acres of land as identified in the Ordinance. The District is a local unit of special-purpose government that is limited to the performance of the planning, financing, constructing and maintaining of certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., a county or city) whose boundaries include the CDD.

A CDD cannot regulate land use or issue development orders as such powers remain with the local general-purpose government. According to Section 190.004(3), Florida Statutes, *"The establishment of an independent community development district as provided in this act is not a development order*

within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government."

The purpose of Chapter 190, Florida Statutes, is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans, which require adequate public facilities and services as a pre-condition for future development.¹ Therefore, the scope of this SERC is limited to an evaluation of only those factors that are material to managing and financing the service-delivery function of the District as outlined in Section 120.541(2), Florida Statutes related to the amendment of the District's boundary.

The District has been structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the County as a result of this development will be incurred whether the infrastructure is financed through a District or any other alternative funding method. These costs have already been evaluated by all appropriate agencies during the approval process for the development. Annual operations, maintenance, and administrative costs will be borne entirely by the District and will not require any subsidy from the State of Florida or the County.

C. THE DISTRICT'S PROPOSED BOUNDARY AMENDMENT

The Boundary Amendment Parcels encompass approximately 203.748 acres, which is the net area remaining in the District after the boundary expansion and contraction. The proposed development within the District contemplates the construction of single family detached or attached residential units. Refer to **Exhibit B** for the conceptual land use plan for the development.

If approved, the District will be authorized to fund certain types of public infrastructure improvements and on-going operation and maintenance services through special, or non-ad valorem, assessments levied against all benefited properties within the District's boundary, including the Expansion Parcels. Refer to **Exhibit C** for an overview of proposed public facilities and services related to the development of land within the District.

¹ Refer to Section 163.3177(10)(h), Florida Statutes (the "Concurrency Requirement") for details.

D. STATUTORY ELEMENTS

Section 120.541(2), Florida Statutes, provides that the SERC must contain the following:

- (a)** An economic analysis showing whether the rule directly or indirectly:
 - 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b)** A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule;
- (c)** A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues;
- (d)** A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule²;
- (e)** An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses;
- (f)** Any additional information that the agency determines may be useful.

² As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

The following paragraphs summarize the estimated regulatory impacts of the boundary amendment by each of the above listed statutory elements.

(1) Impact on economic growth, job creation, business competitiveness, and regulatory costs

The boundary amendment is not likely to have an adverse impact on the items described in D (a) 1., D (a) 2., and D (a) 3. above.

Economic Growth

Since the property to be added to the District is currently vacant and in raw land condition, favorable changes in public costs and revenues associated with the development will likely take place. The boundary amendment will likely have no adverse impact in excess of \$1 million. On the contrary, the District will likely induce economic growth over the next 5 years and rising costs of providing public infrastructure and services to the development will be matched by an essentially comparable increase in revenues – the relative relationship of costs and revenues will change little over time. The District is proposed to be structured on a “pay for itself” basis and has positive direct impact on economic growth.

In addition, the district provides a financing mechanism to (i) fund public infrastructure at a low cost of capital, and (ii) on a timely, “pay for itself” type basis. The District is being used to finance basic public infrastructure and services. Owners of the property within the District agree to a lien on their property prior to purchase, which is paid off over time through a special assessment. The assessment is used to pay debt service on bonds or annual infrastructure maintenance and district operating expenditure, which are secured further by the assessed property as collateral. Assessment liens are superior to private liens, such as construction or mortgage loans. This structure results in a lower cost of capital as otherwise is available to fund public infrastructure, and supports community development.

Although new development results in increased land value, a larger tax base, and more tax revenue for the community at large, it also creates immediate demand for new streets, water and sewer capacity, and other infrastructure. Consequently, a cash-flow mismatch exists between the upfront costs of public facilities and generation of tax revenue to pay for same. To fill this gap, the District was established to fund infrastructure directly, and developers can fund the public-use components of new neighborhoods before improvements are conveyed to the general purpose government or municipality. The result is that new growth can “pay for itself” instead of burdening an entire community with its costs.

Job Creation

Compared to the property's existing land use, boundary amendment of the District and subsequent residential development would spur private job creation. In general, changes in the pace of home-building can have major ramifications for many other local industries. Residential housing contributes in two basic ways: through private/public residential investment and consumption spending on housing services. A jump in residential construction drives up demand for steel, wood, electricity, glass, plastic, wiring, piping and concrete. The need for skilled construction workers such as bricklayers, carpenters, and electricians soars as well. By one estimate, some 1,500 fulltime jobs are created for every 500 single-family homes under construction. In 2014, the National Association of Home Builders (NAHB) estimated that building an average single family home creates 2.97 jobs and approximately \$26,000 in state and local taxes (including permit, hook-up, impact, and other fees, sales taxes, other business taxes & license fees).³

Competitiveness

The boundary amendment is not likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years. Home building increases the property tax base which generates revenue that supports local schools and community infrastructure, which leads to the creation of a more competitive County.

Transactional Costs⁴

It is not likely that transactional costs in excess of \$1 million in the aggregate within 5 years after the boundary amendment occurs. Any transaction costs are covered with one-time fees as described above.

(2) General description of the types of individuals affected

The individuals and entities likely to be affected by the proposed adoption of the boundary amendment are:

³ NAHB (2014) "The Impact of Homebuilding and Remodeling on the U.S. Economy", Special Studies, May 1, 2014. Retrieved from <http://www.nahb.org/generic.aspx?sectionID=734&genericContentID=227858>

⁴ As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

- a) THE STATE OF FLORIDA - The State of Florida and its residents and general population will not incur any compliance costs related to the boundary amendment and on-going administration of the District. They will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section (c) below.
- b) COUNTY AND ITS RESIDENTS - The County and its residents not residing within the boundaries of the District will not incur any compliance costs, or ongoing administrative costs related to the boundary amendment, other than any one-time administrative costs outlined in Section (3) below.
- c) CURRENT PROPERTY OWNERS - The current property owners of the lands subject to the boundary amendment will be affected to the extent that the District allocates assessments and bonded indebtedness for the construction of public infrastructure and undertakes operation and maintenance responsibility for District infrastructure. Any assessments and bonded indebtedness will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit. The boundary amendment requires consent from the owners of land subject to the District. The Petitioner anticipates providing full landowner consent to be included as an exhibit to the petition to expand the District.
- d) FUTURE PROPERTY OWNERS – The District is a form of governance which allows landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements. For the imposition of special assessments to be valid, any assessments will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit from the public improvements and services provided by the District.

(3) Estimated cost to the public entities and anticipated effect on state or local revenues

- a) THE COUNTY - The County will not incur any quantifiable on-going costs without offsetting local revenues. The District is not transferring any capital expenditures to the local government. As previously stated, the District operates independently from the County and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the County. Since there are no legislative requirements for review or action, the County should not incur any costs. The County may, however, choose to review these documents. To offset these one-time administrative costs, the petitioner will submit a petition filing fee of \$7,500 to the County.
- b) STATE - The State of Florida will not incur any additional administrative costs as a result of the boundary amendment to review the periodic reports required pursuant to Chapters 190 and 189, Florida Statutes. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, Florida Statutes.

Because the District, as defined in Chapter 190, Florida Statutes, is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own administration. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been expanded.

- c) DISTRICT - The District will incur costs for operations and maintenance of its facilities and for its administration. These costs will be completely paid for from annual assessments levied against all properties within the District that benefit from its facilities and services.
- d) IMPACT ON STATE AND LOCAL REVENUES - It is anticipated that approval of this petition will not have any adverse impact on state and local revenues. There is potential for an increase in state sales tax revenue resulting from the boundary amendment and subsequent development of the subject land. It is not possible to estimate this increase with unconditional certainty. In addition, local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services. Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local municipal revenues.

A District obligation cannot be a burden, or transfer, to the State or County. Chapter 190, Florida Statutes, addresses this as follows: *"It is further the purpose and intent of the Legislature that no debt or obligation of a district will constitute a burden on any local general-purpose government without its consent."* [Section 190.002(3), Florida Statutes]. Further, *"A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."* [Section 190.016(15), Florida Statutes]. Therefore, District obligations have no direct fiscal impact on state or county revenues and funding.

In summary, the granting of an ordinance expanding the boundaries of the District will not create any significant economic costs for the State of Florida or the County. It provides potential revenue generation opportunities for local general government. The District is fiscally neutral for the State and the County.

(4) Estimate of transactional costs

The transactional costs associated with adoption of an ordinance to expand the boundaries of the District are primarily related to the funding of public infrastructure improvements. The District will determine what infrastructure it considers prudent to finance through the sale of bonds. Once the decision is made to issue bonds, it is expected that special assessments will be levied against benefited properties within the expanded District. The revenue generated by payment of these assessments will be used to repay the bonds plus interest. The obligation to pay the assessments will "run with the land" and will be transferred to new property owners upon sale of any portions of the property.

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments may be imposed on the District property owners. The property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned. All persons choosing to acquire property in the District will be responsible for such assessments in addition to the taxes or assessments imposed by County and other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a focused level of services, because they will elect the members of the District's Board of Supervisors. The District Board is limited in jurisdiction and responsibility to this single development. Therefore, the District Board should be extremely responsive to the needs of the property owners within the District.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a District as compared with viable alternatives, the cost impact to landowners is relatively small. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

(5) Impact on small businesses and on small counties

The boundary amendment should not have any negative impact on small businesses, as defined by Section 288.703, Florida Statutes, and the County, as defined according to Section 120.52(19), Florida Statutes. Current land use plans provide for residential development. The District must operate according to Florida's Sunshine law and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District. A District does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the District.

The County has an estimated population that is greater than 75,000; therefore it is not defined as a small County according to Section 120.52(19), Florida Statutes.

(6) Additional information

Certain data utilized in this report was provided by the Petitioner and represents the best information available at this time. Other data was provided by the District Manager and was based on observations, analysis and experience with private development and other CDD communities in various stages of existence.

E. CONCLUSION

For the above stated reasons, the proposed amendment of the boundaries of the Mirada Community Development District will be a beneficial land development in the County and it will not have any material negative impacts to the State or County. This SERC Report provides supporting justification for granting the petition to amend the boundaries of this community development district.

F. EXHIBIT A: SKECTH OF EXPANSION AND CONTRACTION PARCELS

Exhibit A-1 – First Expansion Parcel

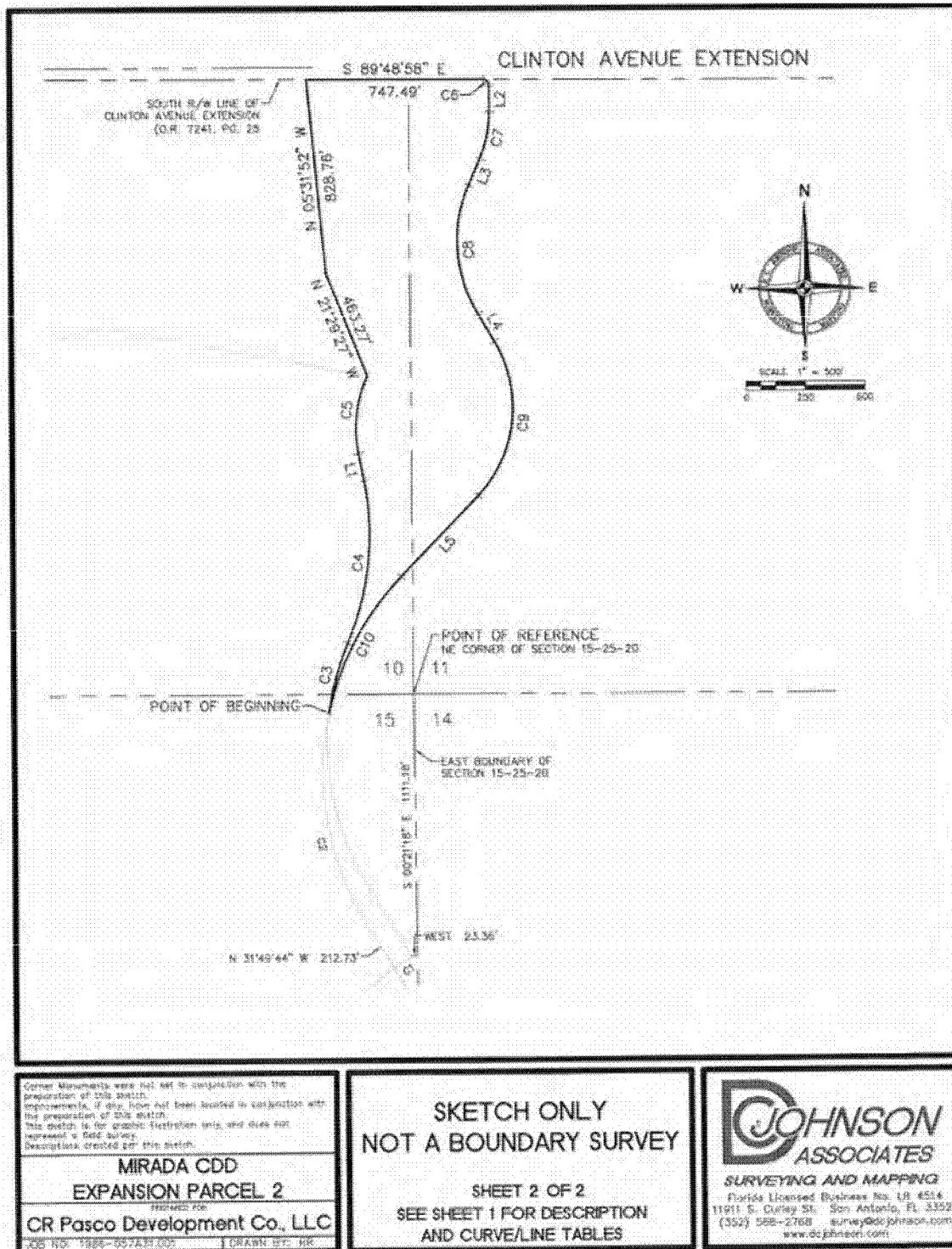


Exhibit A-2 – Second Expansion

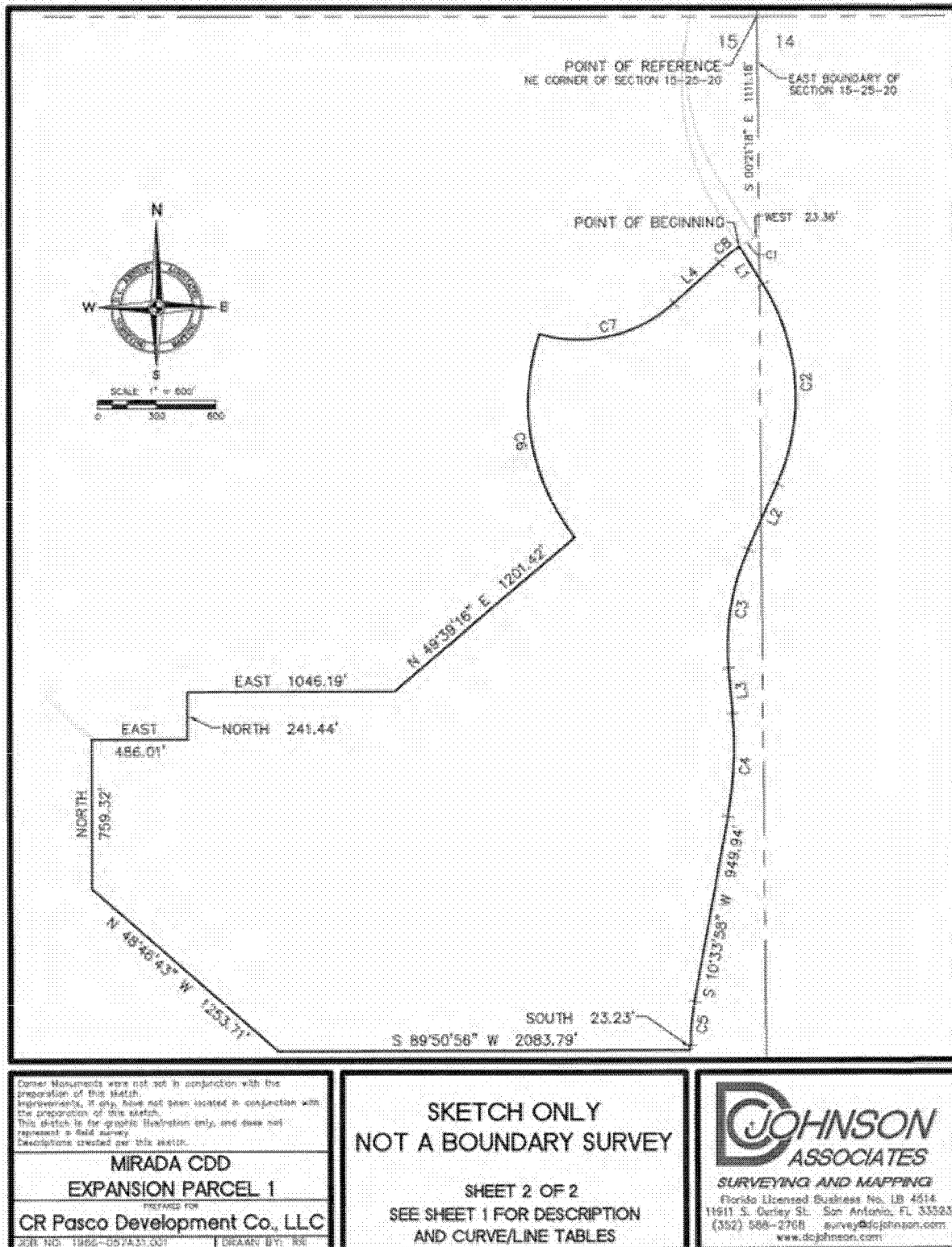
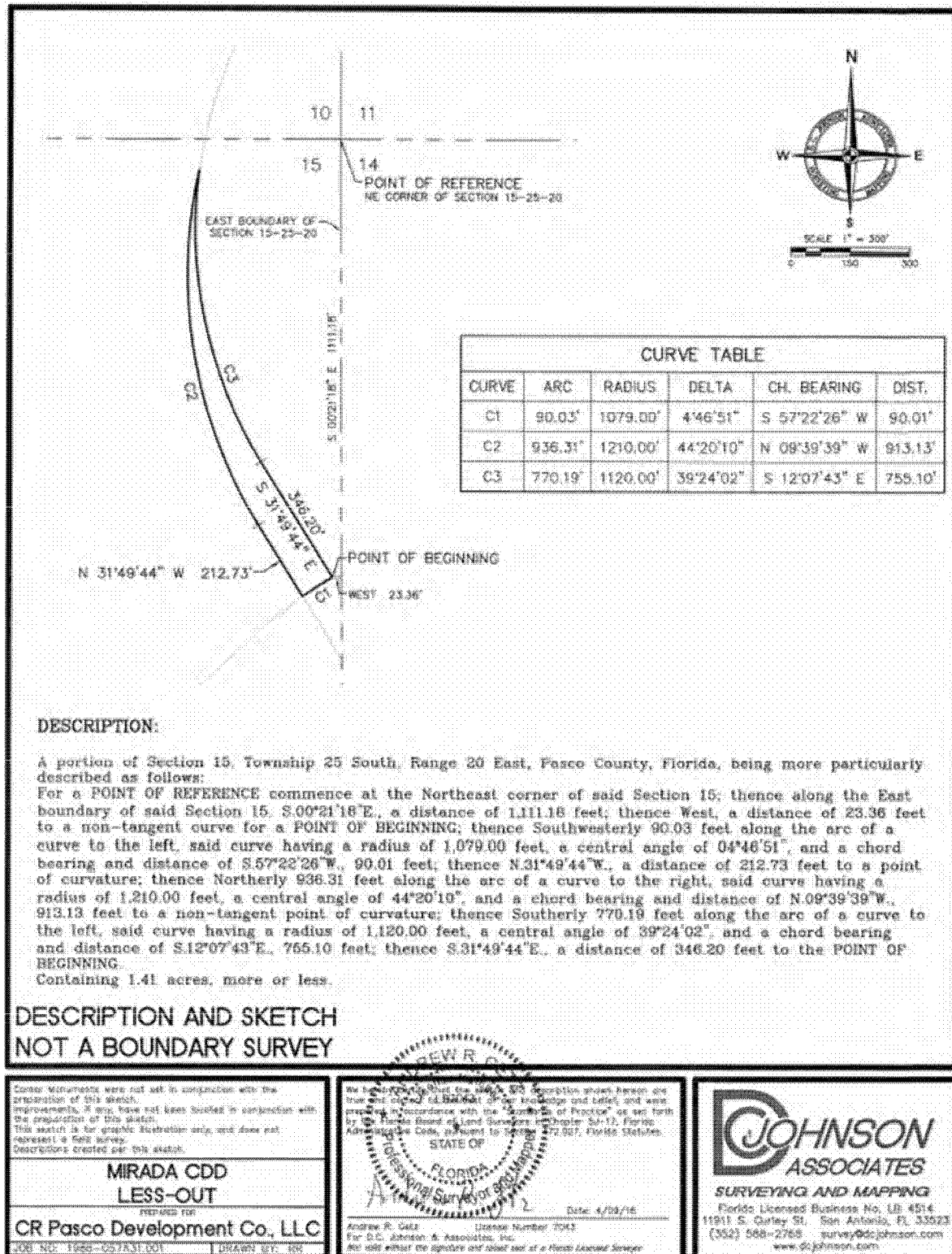
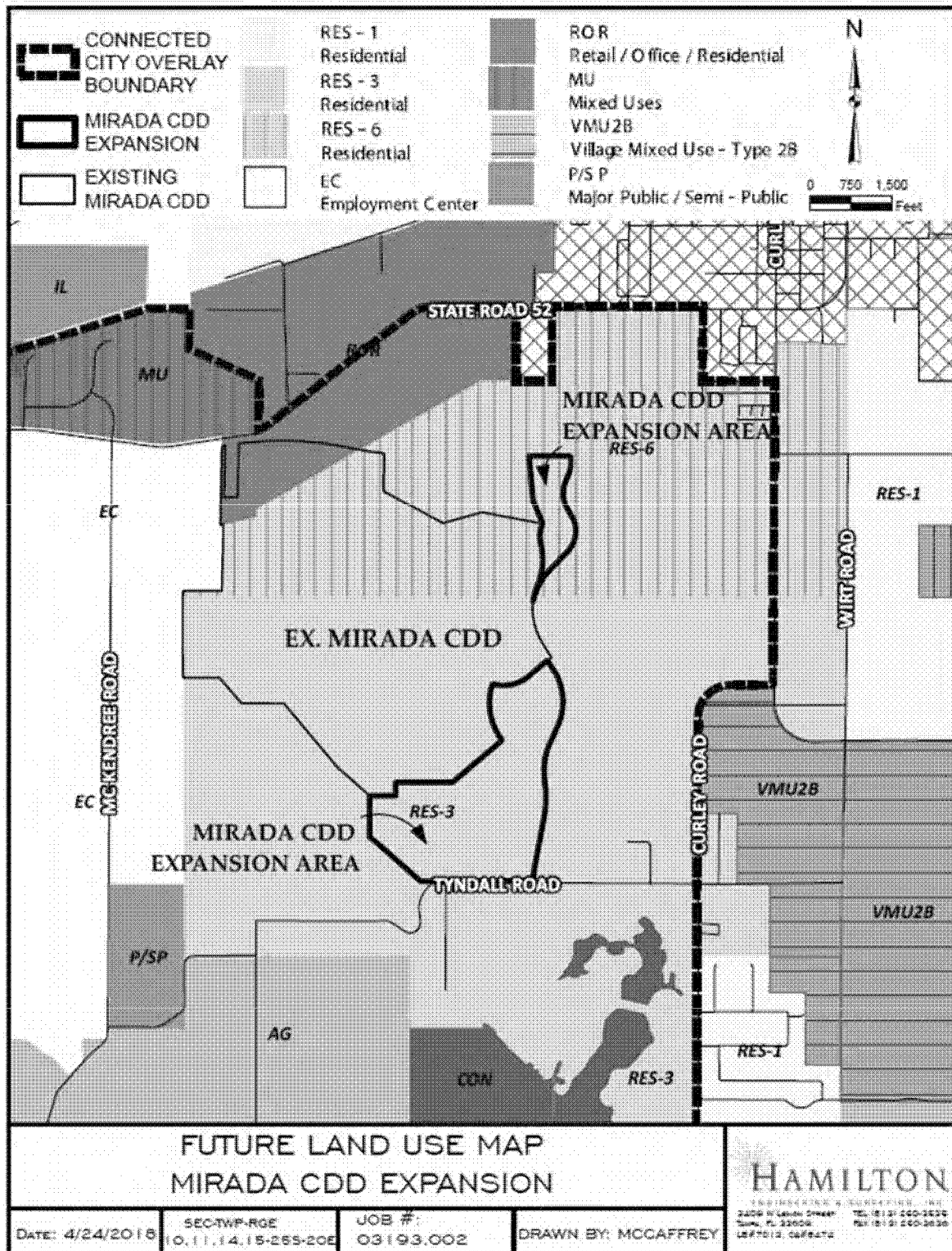


Exhibit A-3 – Contraction Parcels



G. EXHIBIT B: CONCEPTUAL LAND USE PLAN FOR THE EXPANSION PARCELS



H. EXHIBIT C: PROPOSED INFRASTRUCTURE PLAN

Facility	Construction Funded By	Ownership	Operation and Maintenance
Earthwork	CDD	--	--
Subdivision Roadways and Alleys ²	CDD	CDD	CDD
Collector and Arterial Roadways ³	CDD	County	County
Offsite Road & Utilities ¹	CDD	County	County
Potable Water	CDD	County	County
Sanitary Sewer	CDD	County	County
Drainage Storm	CDD	CDD	CDD
Security/Landscaping/Hardscape	CDD	CDD	CDD
Recreational Facilities	CDD	CDD	CDD
Dry Utilities Trenching	CDD	--	--

¹Pasco County Utilities will only maintain lines in public rights-a-way or County owned easements. The County shall not own or maintain on-site utilities within the boundaries of the CDD.

²Roadways, entrances or similar improvements that are not constructed to county standards including use of materials, such as wood, will be owned and maintained by the CDD or other community associations with a recorded public easement over such portion.

²Subdivision roadways and Alleys will be maintained by the CDD or other community associations.

³Collector and Arterial roadways will be maintained by County.

* The CDD or other community associations will be responsible for maintenance of sidewalks, multipurpose paths and trails and drainage facilities within the County right-of-way and non County right-of-way pursuant to Pasco County requirements within the boundaries of the CDD.

Source: The Petitioner

Exhibit K

CONNECTED CITY OVERLAY BOUNDARY

MIRADA CDD EXPANSION

EXISTING MIRADA CDD

RES - 1 Residential

RES - 3 Residential

RES - 6 Residential

EC Employment Center

ROR Retail / Office / Residential

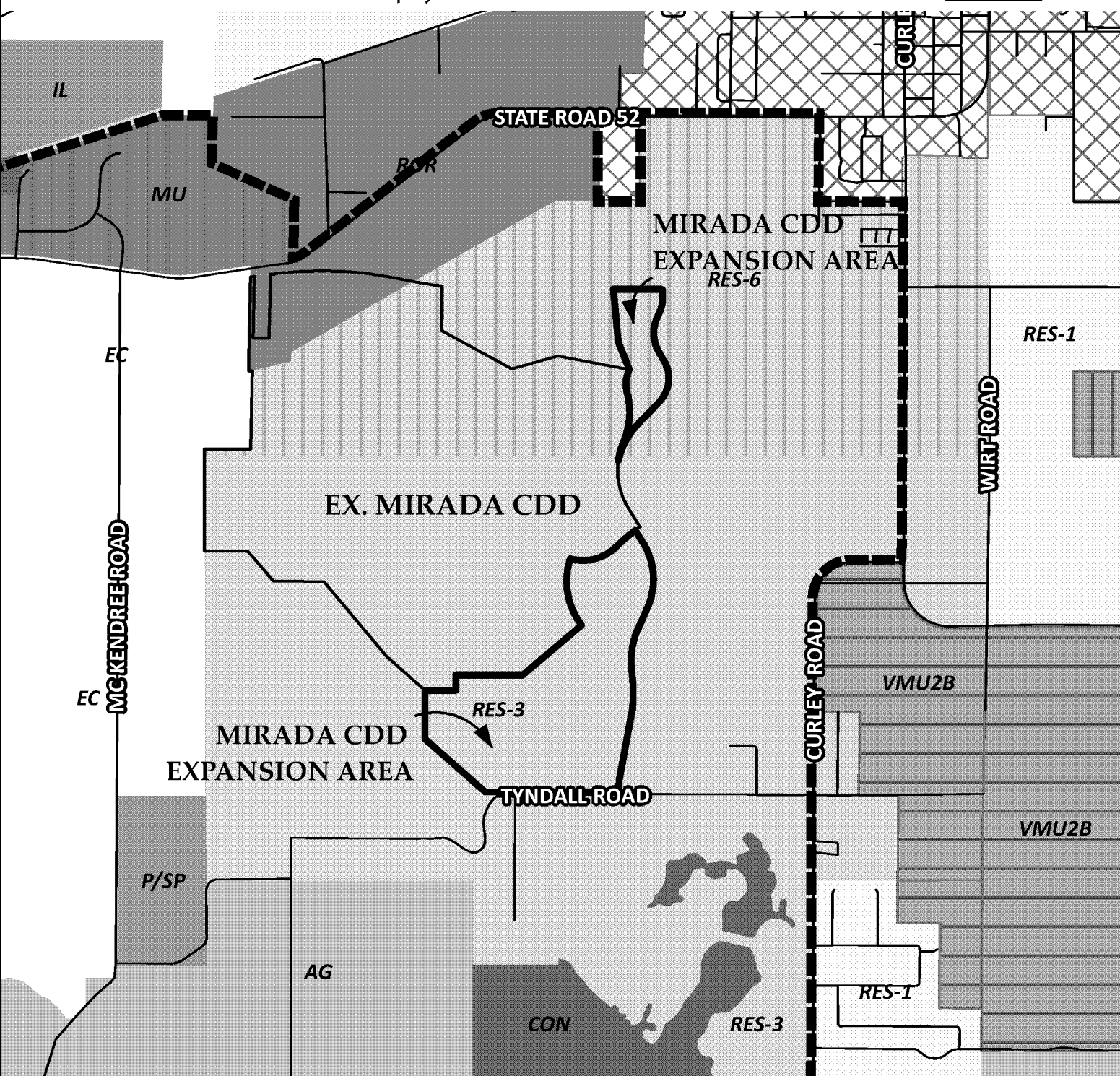
MU Mixed Uses

VMU2B Village Mixed Use - Type 2B

P/S P Major Public / Semi - Public

N

0 750 1,500 Feet





FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

August 14, 2018

Ms. Paula S. O'Neil
Clerk and Comptroller
The East Pasco Governmental Center
Pasco County
14236 6th Street, Suite 201
Dade City, Florida 33523

Attention: Jessica Floyd

Dear Ms. O'Neil:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pasco County Ordinance No. 18-32, which was filed in this office on August 14, 2018.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb