

**VARREA SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**August 12, 2022**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
REGULAR MEETING  
AGENDA**

**Varrea South Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 5, 2022

Board of Supervisors  
Varrea South Community Development District

Dear Board Members:

The Board of Supervisors of the Varrea South Community Development District will hold a Public Hearing and Regular Meeting on August 12, 2022 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Teddianne Sherman, Seat 3 (*Term Expires November 2022*)
4. Consider Appointment to Fill Unexpired Term of Seat 3
  - Administration of Oath of Office to Appointed Supervisor (*the following will be provided in a separate package*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - D. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2022-14, Designating Certain Officers of the District, and Providing for an Effective Date
6. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
  - A. Proof/Affidavit of Publication

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- B. Consideration of Resolution 2022-15, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
- 7. Consideration of Fiscal Year 2022/2023 Budget Funding Agreement
- 8. Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank
- 9. Consideration of Resolution 2022-16, Hereby Accepting the Annual Financial Report for the Fiscal Year Ended September 30, 2021
- 10. Ratification of Varrea Phase 1 Quit Claim Deed
- 11. Ratification of Stormwater Management Needs Analysis
- 12. Consideration of HOA Maintenance Agreement
- 13. Acceptance of Unaudited Financial Statements as of June 30, 2022
- 14. Approval of May 13, 2022 Public Hearing and Regular Meeting Minutes
- 15. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Stantec Consulting Services, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 9, 2022 at 10:00 a.m.

- QUORUM CHECK

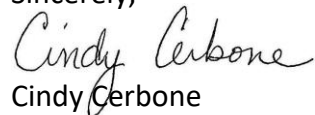
Ryan Zook	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
John Snyder	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
William Conerly	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ryan Hoppe	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 16. Board Members' Comments/Requests
- 17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT CODE: 801 901 3513**

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Varrea South Community Development District  
Attn: Cindy Cerbone, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Teddianna Sherman  
Printed Name

Date: 5/14/2022  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Varrea Oaks Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [TS] personally presented at a duly noticed meeting of the Board of Supervisors, [TS] scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or [TS] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

*Teddianna Sherman*

\_\_\_\_\_  
Signature

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2022-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** **Craig Wrathell** is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

**Cindy Cerbone** is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.



**PASSED AND ADOPTED** this 12th day of August, 2022.

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6A**

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Hillsborough

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Budget Hearing** was published in said newspaper by print in the issues of: **7/24/22, 7/31/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **07/31/2022**

Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Varrea South Community Development District ("District") will hold a public hearing on August 12, 2022 at 10:00 a.m., or as soon thereafter as this matter can be heard, at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 570-0010 ("District Manager's Office"), during normal business hours or by visiting the District's website at <https://varreasouthcdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager

July 24, July 31, 2022

0000236860



**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6B**

## RESOLUTION 2022-15

**THE ANNUAL APPROPRIATION RESOLUTION OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Varrea South Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Varrea South Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2022.**

**ATTEST:**

**VARREA SOUTH COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2022/2023 Budget(s)



**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Proposed Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Revenue and Expenditures	
<b>REVENUES</b>					
Landowner contribution	\$ 103,540	\$ 18,103	\$ 50,624	\$ 68,727	\$ 103,540
Total revenues	<u>103,540</u>	<u>18,103</u>	<u>50,624</u>	<u>68,727</u>	<u>103,540</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	12,000	6,000	18,000	48,000
Legal	25,000	2,612	22,388	25,000	25,000
Engineering	3,500	-	3,500	3,500	3,500
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent**	1,000	-	-	-	1,000
Trustee***	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	851	1,500	2,351	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	149	351	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Total expenditures	<u>103,540</u>	<u>22,052</u>	<u>45,839</u>	<u>67,891</u>	<u>103,540</u>
Net increase/(decrease) of fund balance	-	(3,949)	4,785	836	-
Fund balance - beginning (unaudited)	-	(836)	(4,785)	(836)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (4,785)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*This expense will be realized the year after the issuance of bonds.

\*\*This expense will be realized when bonds are issued

\*\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$103,540</u></u>

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this 12th day of August, 2022, by and between:

**Varrea South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

**D.R. Horton, Inc.**, a Delaware corporation, the developer of lands within the boundary of the District, and with an address of 1341 Horton Circle, Arlington, Texas 76011 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2022/2023, which year concludes on September 30, 2023; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

**D.R. HORTON, INC.**

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

**Exhibit A:** Fiscal Year 2022/2023 General Fund Budget

**Exhibit A**

Fiscal Year 2022/2023 General Fund Budget

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**Varrea South Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2021**

**Varrea South Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2021**

**TABLE OF CONTENTS**

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITORS	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-7
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements:	
Balance Sheet – Governmental Funds	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	12
Notes to Financial Statements	13-19
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	20-21
MANAGEMENT LETTER	22-24



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Varrea South Community Development District  
Plant City, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of Varrea South Community Development District as of and for the fiscal year ended September 30, 2021, and related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

To the Board of Supervisors  
Varrea South Community Development District

## Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of Varrea South Community Development District as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## Other Matters

### *Management's Discussion and Analysis*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economical or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with the sufficient evidence to express an opinion or provide any assurance.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 27, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Varrea South Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 27, 2022

**Varrea South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

Management's discussion and analysis of Varrea South Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.



**Varrea South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the fiscal year ended September 30, 2021.

- ◆ The District's liabilities exceeded assets by \$(1,363) (net position).
- ◆ Governmental activities revenues totaled \$49,930, while governmental activities expenses totaled \$51,293.

**Varrea South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

	<b>Governmental Activities</b>
	<b>2021</b>
Current assets	\$ 9,463
Current liabilities	10,826
Net Position Unrestricted	\$ (1,363)

This is the first year of operations for the District.

**Varrea South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change In Net Position**

	<b>Governmental Activities</b>
	<b>2021</b>
Program Revenues	
Operating contributions	\$ 49,930
Expenses	
General government	49,906
Interest and other charges	1,387
Total Expenses	51,293
Change in Net Position	(1,363)
Net Position - Beginning of Period	-
Net Position - End of Period	\$ (1,363)

This is the first year of operations for the District.

**Varrea South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**General Fund Budgetary Highlights**

Actual expenditures were less than the final budget because legal fee and management expenditures were less than anticipated.

There were no amendments to the September 30, 2021 budget.

**Economic Factors and Next Year's Budget**

Varrea South Community Development District will issue bonds during fiscal year 2022 to continue the development of the District. Varrea South Community Development District does not anticipate economic factors to affect operations for the year ended September 30, 2022.

**Request for Information**

The financial report is designed to provide a general overview of Varrea South Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Varrea South Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**Varrea South Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2021**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 3,822
Due from developer	5,641
Total Current Assets	9,463
 <b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	3,439
Due to developer	7,387
Total Current Liabilities	10,826
 <b>NET POSITION</b>	
Unrestricted	\$ (1,363)

See accompanying notes to financial statements.

**Varrea South Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2021**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues Operating Grants and Contributions</b>	<b>Net (Expenses) Revenues and Changes in Net Position</b>
			<b>Governmental Activities</b>
Governmental Activities			
General government	\$ (49,906)	\$ 49,930	\$ 24
Interest and other charges	(1,387)	-	(1,387)
Total Governmental Activities	\$ (51,293)	\$ 49,930	(1,363)
			(1,363)
			-
			\$ (1,363)

See accompanying notes to financial statements.

**Varrea South Community Development District**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**September 30, 2021**

	General	Debt Service	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 3,822	\$ -	\$ 3,822
Due from developer	4,254	1,387	5,641
Total Assets	\$ 8,076	\$ 1,387	\$ 9,463
 <b>LIABILITIES AND FUND BALANCES</b>			
<b>LIABILITIES</b>			
Accounts payable and accrued expenses	\$ 2,052	\$ 1,387	\$ 3,439
Due to developer	6,000	1,387	7,387
Total Liabilities	8,052	2,774	10,826
 <b>FUND BALANCES</b>			
Unassigned	24	(1,387)	(1,363)
Total Liabilities and Fund Balances	\$ 8,076	\$ 1,387	\$ 9,463

There are no reconciling items to the government-wide financial statements.

See accompanying notes to financial statements.

**Varrea South Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2021**

	General	Debt Service	Total Governmental Funds
Revenues			
Developer contributions	\$ 49,930	\$ -	\$ 49,930
Expenditures			
Current			
General government	49,906	-	49,906
Debt service			
Other	-	1,387	1,387
Total Expenditures	49,906	1,387	51,293
Net change in fund balances	24	(1,387)	(1,363)
Fund Balances - October 1, 2020	-	-	-
Fund Balances - September 30, 2021	\$ 24	\$ (1,387)	\$ (1,363)

There are no reconciling items to the government-wide financial statements.

See accompanying notes to financial statements.



**Varrea South Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND**  
**For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Developer contributions	<u>\$ 92,848</u>	<u>\$ 92,848</u>	<u>\$ 49,930</u>	<u>\$ (42,918)</u>
Expenditures				
Current				
General government	<u>92,848</u>	<u>92,848</u>	<u>49,906</u>	<u>42,942</u>
Net Change in Fund Balances	-	-	24	24
Fund Balances - October 1, 2020	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - September 30, 2021	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 24</u></u>	<u><u>\$ 24</u></u>

See accompanying notes to financial statements.

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on August 24, 2020, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 20-2020 of Plant City, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Varrea South Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Varrea South Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**a. Governmental Major Funds (Continued)**

Debt Service Fund – The Debt Service Fund accounts for the debt service requirements to retire the long-term debt of the District.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

**4. Assets, Liabilities, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, and Net Position or Equity (Continued)**

**a. Cash and Investments (Continued)**

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**b. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**NOTE B – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$7,084 and the carrying value was \$3,822. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2021, the District did not have any investments.

**NOTE C – ECONOMIC DEPENDENCY AND RELATED PARTY**

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. All voting members of the Board of Supervisors are employed by the Developer or a related entity. The District received \$49,930 in operating contributions from the Developer for the year ended September 30, 2021. Additionally, the District has a net balance due to the Developer of \$1,746 as of September 30, 2021.

**Varrea South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE D – RISK MANAGEMENT**

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage.

**NOTE E – SUBSEQUENT EVENT**

In February 2022 the district authorized the issuance of up to \$83,715,000 in Revenue Bonds. The District has not yet issued any Revenue Bonds.





# Berger, Toombs, Elam, Gaines & Frank

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## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Varrea South Community Development District  
Plant City, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Varrea South Community Development District, as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June 27, 2022.

### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Varrea South Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Varrea South Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Varrea South Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Supervisors  
Varrea South Community Development District

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Varrea South Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 27, 2022



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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## MANAGEMENT LETTER

To the Board of Supervisors  
Varrea South Community Development District  
Plant City, Florida

### Report on the Financial Statements

We have audited the financial statements of the Varrea South Community Development District as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 27, 2022.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated June 27, 2022, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. This is the initial period of operations for the District.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Varrea South Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Varrea South Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2021 for the Varrea South Community Development District. It is management's responsibility to monitor the Varrea South Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

To the Board of Supervisors  
Varrea South Community Development District

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Varrea South Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 3
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$38,747
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District did not have any construction projects.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Varrea South Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: No special assessments, developer funded.
- 8) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was N/A.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: No outstanding debt as of September 30, 2021.

To the Board of Supervisors  
Varrea South Community Development District

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 27, 2022

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2022-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

**WHEREAS**, the District’s Auditor, Berger, Toombs, Elam, Gaines and Frank, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Report for Fiscal Year 2021;

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

1. The Audited Financial Report for Fiscal Year 2021, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2021, for the period ending September 30, 2021; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2021 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

**PASSED AND ADOPTED** this 12th day of August, 2022.

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**



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

(This space reserved for Clerk)

KE LAW GROUP PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made to be effective as of the 20 day of July 2022, by and between:

**D.R. Horton, Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 3501 Riga Blvd., Suite 100, Tampa, Florida 33619 ("**Grantor**"); and

**Varrea South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor(s)" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSETH**

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Hillsborough, State of Florida, and more particularly below ("**Property**"):

**Tracts B, C, D and F, as identified on the plat entitled, "VARREA PHASE 1" and recorded in the Public Records of Hillsborough County, Florida at Plat Book 143, Pages 73 - 101.**

Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

**GRANT OF EASEMENTS**

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below ("**Easements**"):

**Non-exclusive rights over those certain Drainage Easements (Private) and all "Public" streets, roads, and rights-of-way, as identified on the plat entitled "VARREA PHASE 1," and recorded in Plat Book 143, Page 73 et seq., of the Public Records of Hillsborough County, Florida, and with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the easement areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscaping, landscaping, irrigation, wetland and/or other District improvements that comprise a portion of the District's capital improvement plan;**

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

This Quit Claim Deed is further subject to the additional terms and conditions set forth on **Exhibit "A"** attached hereto and incorporated herein by reference all of which shall be deemed covenants which touch and concern and run with title to the Property and shall be binding upon Grantee and its successors and assigns.

#### **RESERVATION OF EASEMENT**

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for (i) ingress and egress over, upon and across the Property and Easement areas, (ii) together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, a portion of which shall be conveyed upon completion by separate instrument and which improvements shall not be deemed to be owned by Grantee until such separate conveyance, and (iii) the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property or Easement areas; provided, however, that Grantor's reservation of rights hereunder shall be exercised in a manner consistent with the District's capital improvement plan and the District's obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Property and Easement areas, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or Easement areas or improvements located thereon.

**NOTE: This Quit Claim Deed is not intended to convey any improvements located on the Property or Easement areas, which improvements will instead be conveyed by separate bill of sale.**

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

D.R. HORTON, INC.

By: [Signature]  
Name: Ryan Zook

By: [Signature]  
Name: John E Snyder  
Title: Vice President

By: [Signature]  
Name: Brian Jank

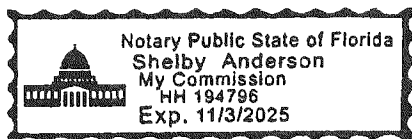
STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of July, 2022, by John E. Snyder, as vice president of D.R. Horton, Inc., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification:

[Signature]  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims

(hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "Claim" or "Claims" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "Grantee Affiliate" or "Grantee Affiliates" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "Grantee Party" or "Grantee Parties" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term "Grantor Party" or "Grantor Parties" means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R.

Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of D.R. Horton, Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS DEED.

**Sovereign Immunity.** Regardless of anything in the Quit Claim Deed, or herein, to the contrary, nothing in the Quit Claim Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

### LEGAL DESCRIPTION

A parcel of land lying within Sections 11 and 14, Township 28 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:  
COMMENCE at the Northeast corner of Section 14, Township 28 South, Range 22 East, Hillsborough County, Florida, said corner also being the Southeast corner of Section 11 of said Township and Range, and run thence S.89°38'57"W., along the North boundary of the Northeast 1/4 of said Section 14, a distance of 33.23 feet to a point of intersection with the westerly maintained right-of-way line of Charlie Taylor Road as delineated by Hillsborough County, Florida on June 3, 2003, said point being the POINT OF BEGINNING; thence departing said boundary and running along said maintained right-of-way line by the following two (2) courses: (1) S.00°34'37"E., 812.39 feet, (2) S.00°46'29"E., 505.41 feet to a point of intersection with the South boundary of the North 1/2 of the Northeast 1/4 of said Section 14; thence S.89°37'13"W., along said South boundary, 2,604.29 feet to the southwest corner of said North 1/2; thence N.07°29'07"E., 1867.81 feet; thence N.10°03'39"W., 230.54 feet to a point on the arc of a curve; thence 292.94 feet along the arc of said curve to the left through a central angle of 35°20'07", said curve having a radius of 475.00 feet and being subtended by a chord bearing N.62°16'17"E., 288.32 feet to a point of compound curvature; thence 42.35 feet along the arc of a curve to the left through a central angle of 97°03'55", said curve having a radius of 25.00 feet and being subtended by a chord bearing N.03°55'43"W., 37.47 feet; thence N.37°32'19"E., 577.72 feet; thence N.00°00'00"E., 799.55 feet; thence N.51°37'20"E., 427.01 feet to a point of intersection with the westerly boundary of Midway Groves, per the map or plat thereof as recorded in Plat Book 93, page 48, of the Public Records of Hillsborough County, Florida; thence along said westerly boundary by the following three (3) courses: (1) S.01°53'16"W., 21.31 feet, (2) S.89°51'47"E., 269.92 feet, (3) S.11°57'18"E., 689.20 feet to the southwest corner of said plat; thence S.89°49'14"E., along the South boundary of said plat, 1,048.61 feet to a point of intersection with the aforementioned westerly maintained right-of-way line of Charlie Taylor Road; thence along said maintained right-of-way line by the following five (5) courses: (1) S.00°27'28"W., 1,004.59 feet, (2) S.02°53'49"W., 114.55 feet, (3) S.00°46'19"W., 404.31 feet, (4) S.01°32'49"E., 200.40 feet, (5) S.00°09'54"E., 15.15 feet to the POINT OF BEGINNING.

Containing 171.034 acres (7,450,226 square feet), more or less.  
Creating 265 lots.

### DEDICATION

The undersigned, as owner of the lands platted herein does hereby dedicate this plat of "VARREA PHASE 1" for record. The undersigned further makes the following dedications and reservations:

Owner hereby dedicates all streets, roads, rights-of-way, and those easements shown hereon as "Public" for Public use.  
The Public Utility Easements dedicated herein are for the construction, installation, maintenance, building, repair, and use of utilities including, but not limited to, utilities for water, sewer, storm sewer, electric, telephone, cable television, gas, and other public purposes. The driveways across such easements shall be subject to the permitting requirements of the City.

The fee interest in Tract A is hereby reserved by the Owner for future conveyance to Hillsborough County, Florida. Said tract is not dedicated to the public by this plat (with the exception of the dedication of those temporary public ingress/egress, utility, and drainage easements as noted below) and will be privately maintained (or maintained by the Varrea South Community Development District) and not maintained by the City, including maintenance of vegetation, retaining the design unchanged and including any certifications required by the Southwest Florida Water Management District. Those easements shown within Tract "A" as "Temporary Public Utility, Drainage, and Ingress/Egress Easement" shall automatically terminate at such time as Tract "A" is conveyed to Hillsborough County for right-of-way purposes.

Tracts B, C, and D, are hereby dedicated by the Owner to the Varrea South Community Development District (the "CDD") for Recreation purposes within those portions thereof not containing wetland conservation areas, and for Drainage purposes. Said tracts are not dedicated to the public (with the exception of the dedication of public utility easements over portions thereof as shown on this plat) and will be privately maintained by the CDD and not maintained by the City, including maintenance of vegetation, retaining the design unchanged and including any certifications required by the Southwest Florida Water Management District.

The fee interest in the lift station parcel, Tract E, is hereby reserved by the Owner for future conveyance by a separate warranty deed to the City of Plant City subsequent to the recordation of this plat.

Tract F, is hereby hereby dedicated by the Owner to the Varrea South Community Development District, for Recreation purposes within those portions thereof not containing wetland conservation areas, and for Drainage purposes. Said tract is not dedicated to the public (with the exception of the dedication of public utility easements over portions thereof as shown on this plat) and will be privately maintained and not maintained by the City, including maintenance of vegetation, retaining the design unchanged and including any certifications required by the Southwest Florida Water Management District.

All tracts conveyed (or dedicated) to a Homeowners' Association or Community Development District are intended to be used as common areas for the exclusive benefit of lot owners.

Upon completion of the roadway and utilities improvements, the Community Development District (or Developer) will provide separate instruments of conveyance to the City of Plant City in connection with the City's final acceptance of such improvements.

Private Drainage Easements and Private Ingress/Egress Easements are hereby dedicated by the Owner to the Varrea South Community Development District, over those areas shown hereon as "Drainage Easement (Private)" and "Drainage & Ingress/Egress Easement (Private)", respectively. Said easements are not dedicated to the public and will be maintained by the CDD; however, the City shall have the right to access and maintain the Private Drainage Easements at its discretion. If the Varrea South Community Development District, or any other future maintenance entity, fails to maintain any private drainage easement after notice from the City, to the extent that the City undertakes such action to maintain any Private Drainage Easement, the City shall be entitled to reimbursement from the CDD or other maintenance entity.

Private Utility Easements over those areas shown hereon as "Utility Easement (Private)" are hereby reserved by the Owner for future conveyance to a specific utility company (or companies). Said easements are not dedicated to the public; however, the City shall have the right to access and maintain the private utility easements at its discretion.

The maintenance of Owner-reserved tracts and areas and private easements reserved by Owner will be the responsibility of the Owner, its assigns and its successors in title.

### OWNER

OWNER: D.R. HORTON, INC., A DELAWARE CORPORATION  
12602 Telecom Drive  
Tampa, FL 33637

NAME: John B Snyder  
TITLE: Vice President

WITNESS: Brian J Panico

WITNESS: Baron Carter

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS 18th DAY OF June, 2022 BY John B Snyder, Vice President OF D.R. HORTON, INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

SIGNATURE: Michelle M Guerrer

COMMISSION NO. GG 985525



PRINT: Michelle M Guerrer

MY COMMISSION EXPIRES: 05/08/2024

### PLAT APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: Jeffrey P Ammermann  
JEFFREY P. AMMERMANN  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE #L.S.7388  
CHASTAIN SKILLMAN  
CERTIFICATE OF AUTHORIZATION No.L.B.262

### COMMISSION OF THE CITY OF PLANT CITY, FLORIDA

THIS PLAT AND THE DEDICATIONS TO THE PUBLIC HEREIN ARE HEREBY ACCEPTED AND APPROVED FOR RECORD BY THE CITY OF PLANT CITY, FLORIDA, BY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PLANT CITY, FLORIDA.

MAYOR: Nathan A. Kilton

DATE: 7-11-2022

RESOLUTION NO.: 152-2022

CITY CLERK: Kerri J. Miller

### CLERK OF THE CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK 143, PAGE 73, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: Cindy Stuart  
CLERK OF THE CIRCUIT COURT

BY: Rafael Collazo-Cotto  
DEPUTY CLERK

THIS 14th DAY OF July, 2022 TIME: 3:12 p.m.

CLERK'S FILE NUMBER 2022349611

### SURVEYOR'S CERTIFICATE

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the land being subdivided, that this plat was prepared under my direction and supervision; that this plat complies with all the survey requirements of Chapter 177, Part I, Florida Statutes, and the Hillsborough County Land Development Code; and that permanent reference monuments (PRMs) were set on the 15th day of March, 2022, as shown hereon; and that permanent control points (PCPs) and lot corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

By: Mark H. Foster  
Mark H. Foster, PSM  
License #: L.S.6536  
Company: Stantec Consulting Services Inc.  
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

### CERTIFICATE OF ACCEPTANCE BY COMMUNITY DEVELOPMENT DISTRICT

RYAN ZOOK, AS CHAIRMAN, ON BEHALF OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, DO HEREBY ACCEPT ALL DEDICATIONS TO THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

BY [Signature]  
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT  
RYAN ZOOK, AS CHAIRMAN

WITNESSES:  
[Signature]  
SIGNATURE  
Brian J. Panico  
PRINT NAME

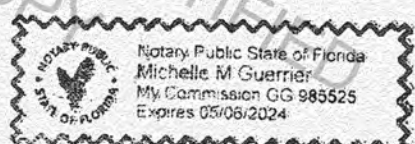
[Signature]  
SIGNATURE  
Boson Carvel  
PRINT NAME

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 15th DAY OF April, 2022 BY RYAN ZOOK, AS CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT, ON BEHALF OF SAID DISTRICT. THE ABOVE NAMED PERSON IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

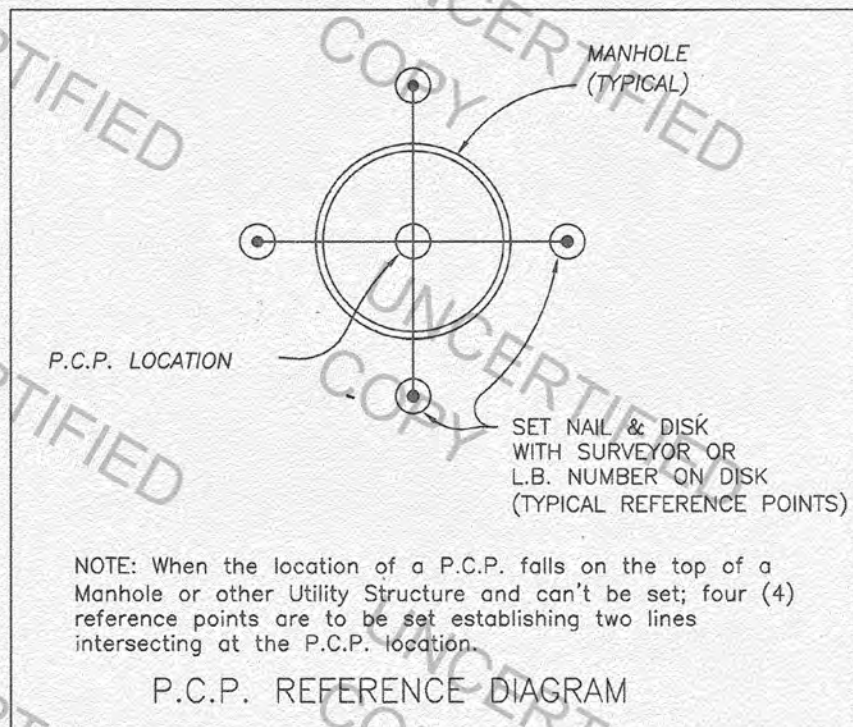
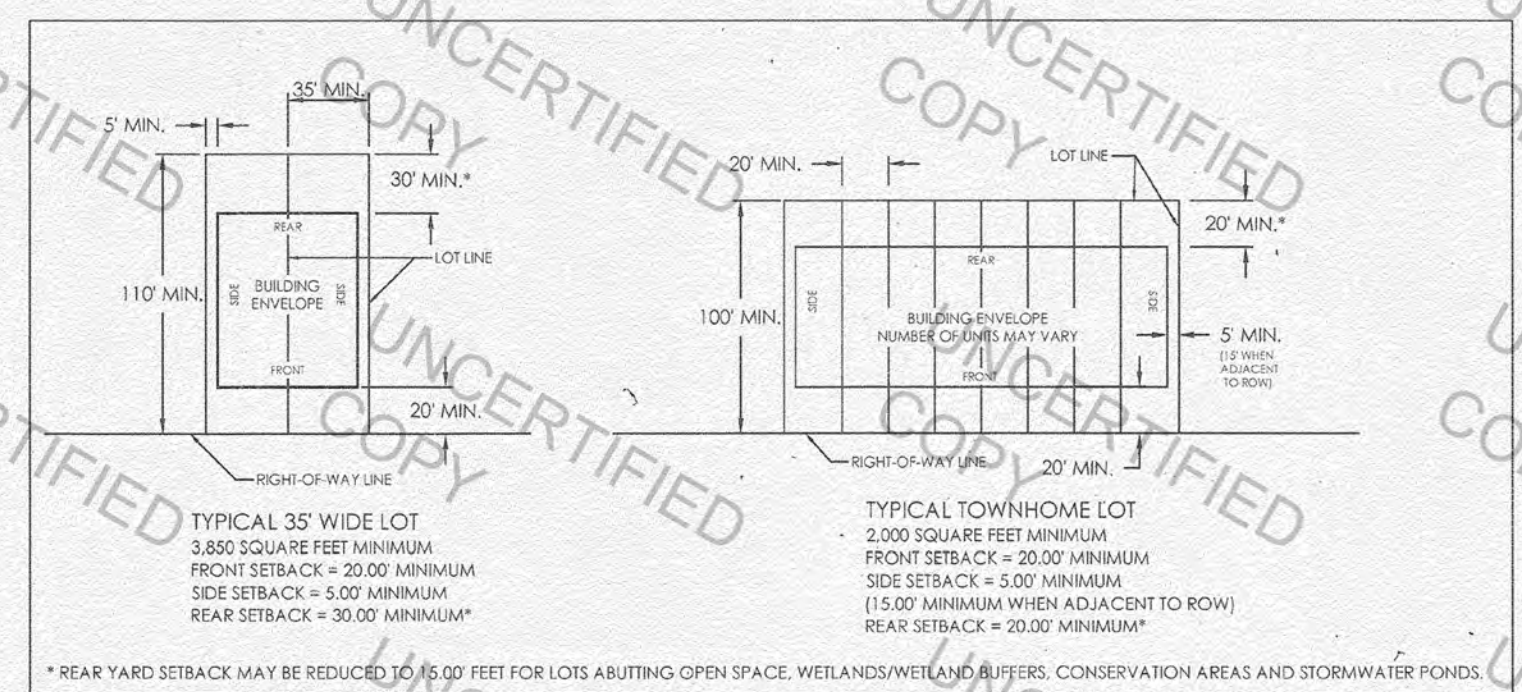
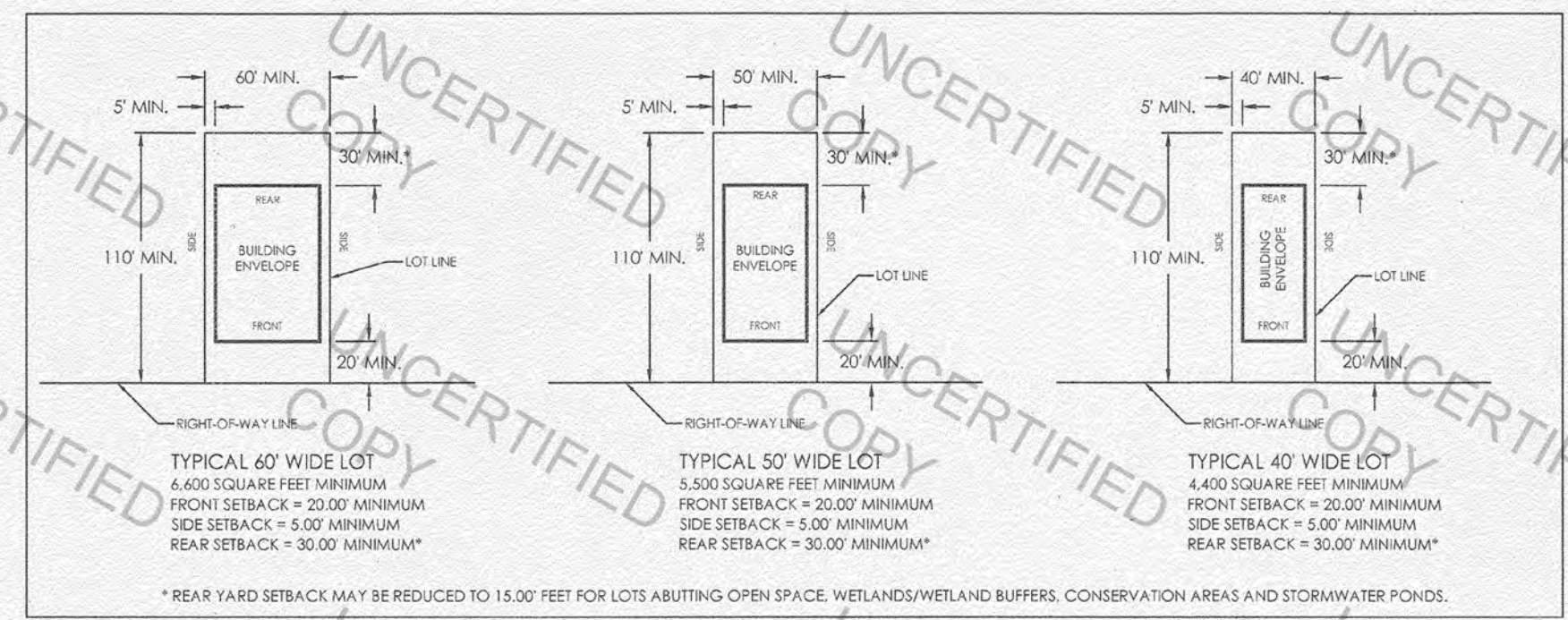
SIGNATURE Michelle M. Guerrier COMMISSION NO. GG 985525



PRINT Michelle M. Guerrier MY COMMISSION EXPIRES: 05/06/2024

### NOTES

- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; The Development Review Division has information regarding flooding and restrictions on development.
- Unless otherwise shown by the approved construction plans, drainage easements shall not contain permanent improvements including, but not limited to: sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedged and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds as required by the Code of Ordinances. This note shall appear on each affected deed.
- Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
- All wetland areas shall be maintained in a natural state pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended by Chapter 87-495, and Chapter 1-11, rules of the Environmental Protection Commission of Hillsborough County. Except as otherwise provided for by variance, within the limits of the City of Plant City, a minimum setback of fifteen (15) feet and an average of twenty-five (25) feet shall be required from all wetlands within the City of Plant City, consistent with State of Florida Environmental Resource Permitting (ERP) rules, basis of review, Chapter 400, Florida Administrative Code. The above described setback line is shown on this plat at 25 feet from the wetland line.
- Horizontal positions shown hereon are expressed in units of the U.S. foot and are based on the Florida State Plane Coordinate System (North American Datum of 1983 (2011 Adjustment), Florida West (Zone 0902). Positions are based on National Geodetic Survey Control Station Perez together with consideration of OPUS (National Geodetic Survey On-line Positioning User Service) derived positions of project control points.  
An average combined scale factor of 0.99994074 was used to convert ground distances to grid distances.
- Bearings shown hereon are based on a network of GPS observations as indicated by Note No. 5 herein. The East Boundary line of the Northeast 1/4 of Section 14, Township 28 South, Range 22 East may be considered as a local line of reference having a grid bearing of N00°39'11"W.
- All bearings shown hereon are non-radial unless otherwise stated.
- Elevations shown are based on National Geodetic Survey control stations PEREZ, and Y 533 having published elevations of 135.036 feet, and 114.167 feet, respectively, referenced to the North American Vertical Datum of 1988.
- Lands within this plat lie wholly within the boundaries of the Varrea South Community Development District according to Instrument No. 2020426687 of the Public Records of Hillsborough County, Florida.



TRACT TABLE	
TRACT	TYPE
A	ADDITIONAL PUBLIC RIGHT-OF-WAY
B	DRAINAGE AND RECREATION
C	DRAINAGE AND RECREATION
D	DRAINAGE AND RECREATION
E	LIFT STATION
F	DRAINAGE AND RECREATION

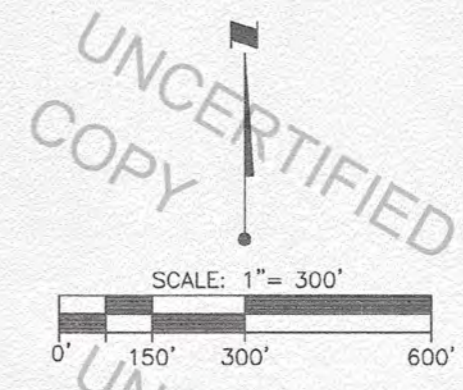
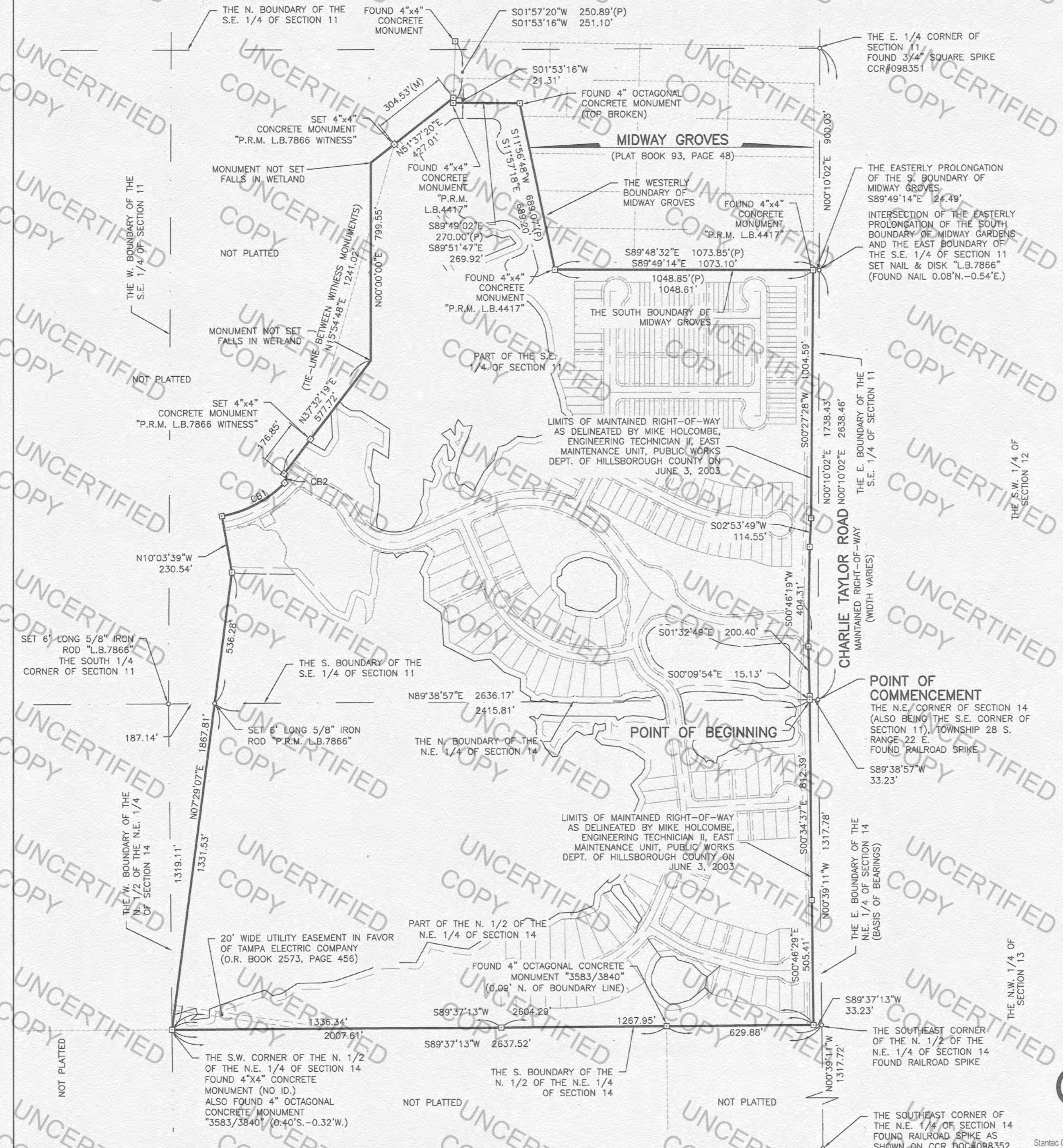


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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



**BOUNDARY CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
CB1	35°20'07"	475.00'	292.94'	288.32'	151.30'	N62°16'17"E
CB2	97°03'55"	25.00'	42.35'	37.47'	28.29'	N03°55'43"W

- ABBREVIATION LEGEND**
- CCR# = CERTIFIED CORNER RECORD NUMBER
  - P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
  - L.B. = LICENSED BUSINESS NUMBER
  - L.S. = LICENSED SURVEYOR
  - (D) = DEED MEASUREMENT
  - (P) = PLAT MEASUREMENT
  - O.R. = OFFICIAL RECORD
  - (O/A) = OVERALL MEASUREMENT
  - (R) = RADIAL
  - I.E.E. = INGRESS/EGRESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - XXX.XX = FINISHED FLOOR ELEVATION

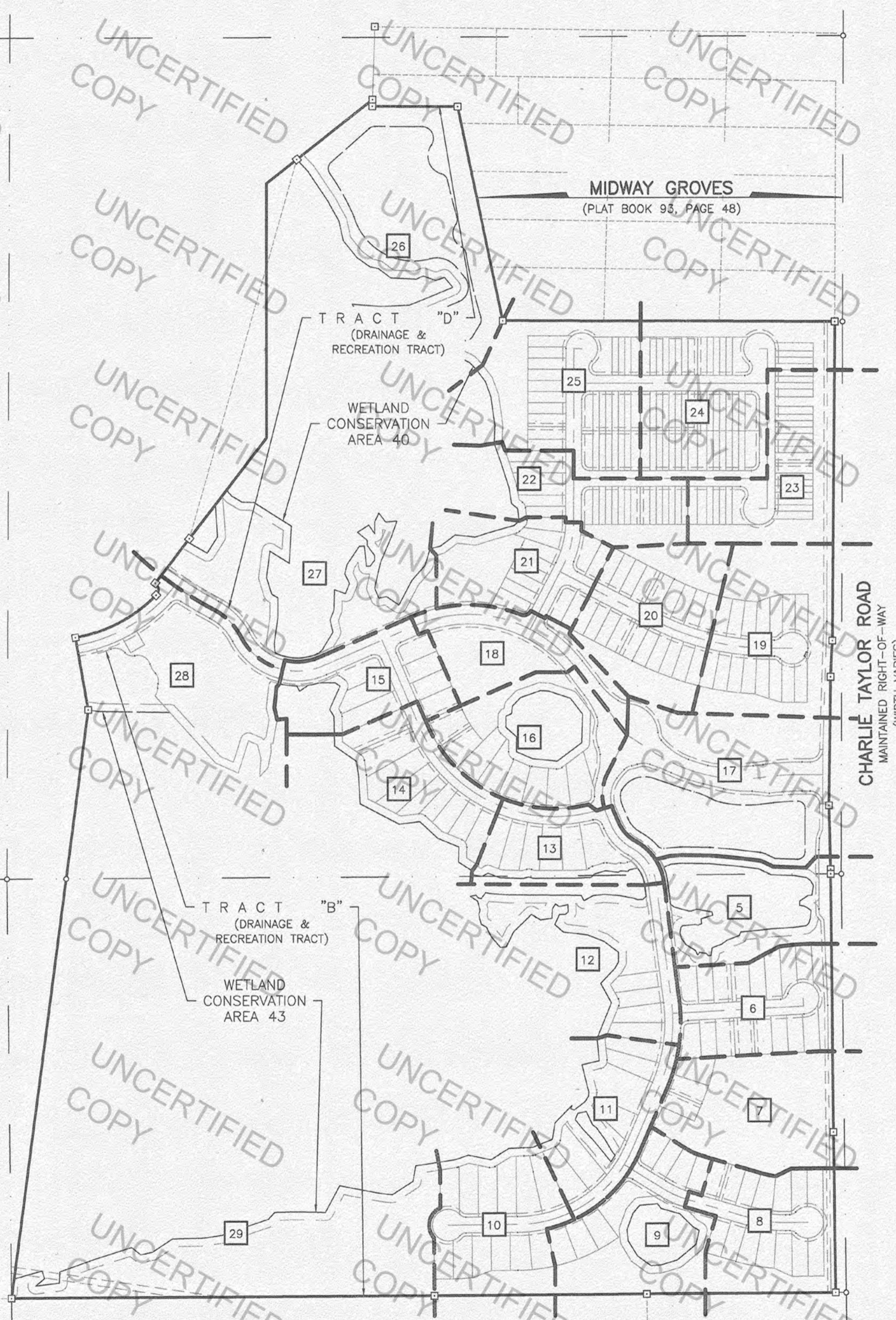
- SYMBOL LEGEND**
- ☐ = SET 4"x4" CONCRETE MONUMENT "P.R.M. L.B.7866" (UNLESS OTHERWISE NOTED)
  - = PERMANENT CONTROL POINT "P.C.P. L.B.7866" TO BE SET (UNLESS OTHERWISE NOTED)



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CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



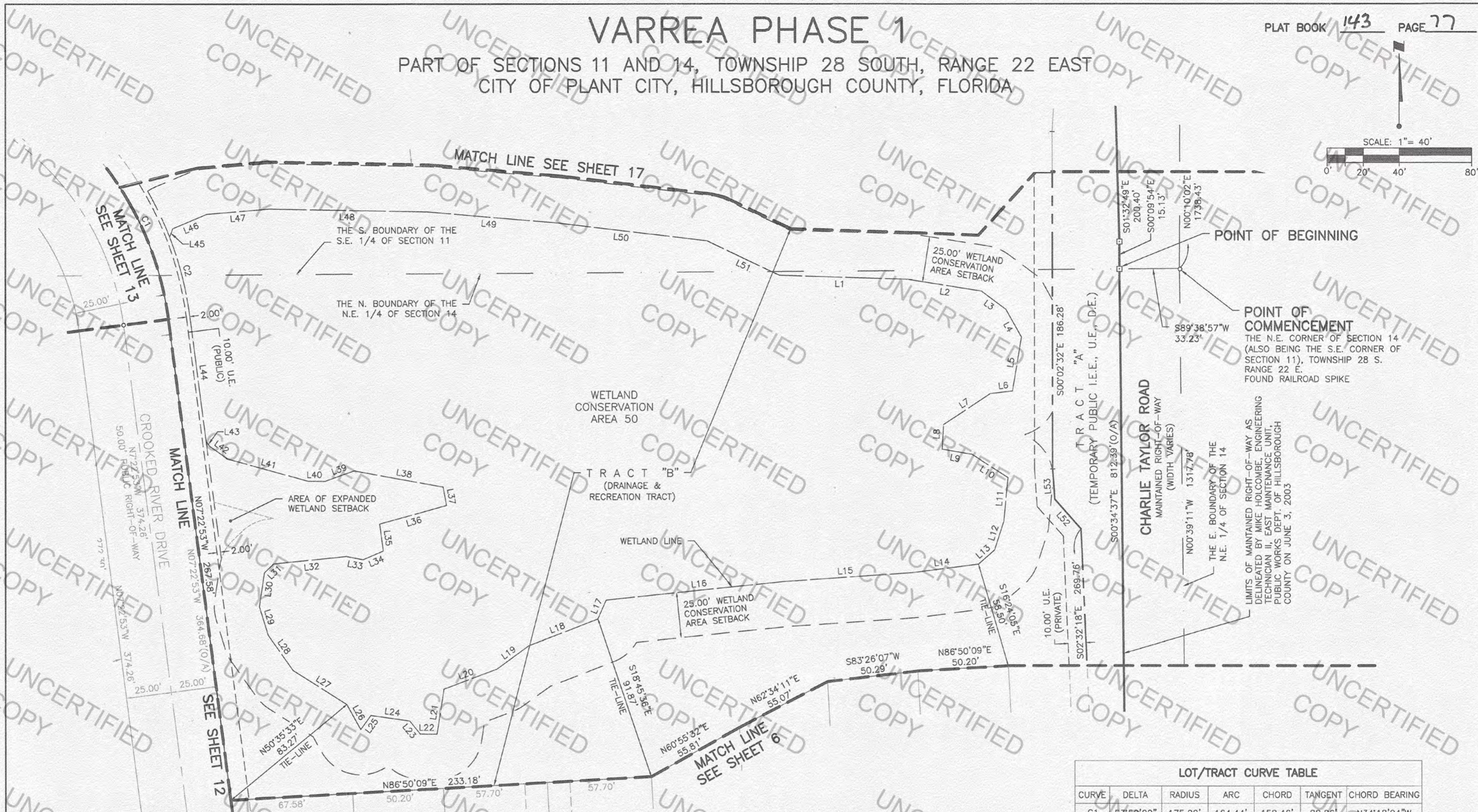
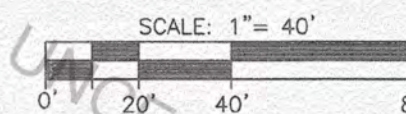
**WETLAND CONSERVATION AREA NOTE**  
 ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY. EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	53°50'22"	175.00'	164.44'	158.46'	88.86'	N34°18'04"W
C2	13°50'40"	187.00'	45.19'	45.08'	22.70'	N14°18'13"W

LINE	BEARING	DISTANCE
L1	N88°14'37"W	71.00'
L2	N80°59'06"W	41.36'
L3	N53°20'34"W	16.92'
L4	N29°03'39"W	17.63'
L5	N09°22'47"E	30.20'
L6	N83°06'56"E	12.41'
L7	N56°42'59"E	31.08'
L8	N03°03'10"E	13.60'
L9	N80°13'41"W	16.80'
L10	N57°11'19"W	23.62'
L11	N05°16'04"E	24.09'
L12	N17°52'49"E	16.89'
L13	N49°10'01"E	11.85'
L14	N82°48'08"E	37.30'
L15	N86°05'15"E	70.38'
L16	N84°07'55"E	99.54'
L17	N23°19'07"E	11.42'
L18	N68°57'48"E	41.06'

LINE	BEARING	DISTANCE
L19	N54°19'36"E	21.66'
L20	N69°24'38"E	31.41'
L21	N08°50'57"E	25.14'
L22	S89°29'33"E	9.26'
L23	S39°23'31"E	9.20'
L24	S81°58'39"E	21.55'
L25	N36°04'26"E	9.62'
L26	S28°55'58"E	15.81'
L27	S57°51'34"E	35.13'
L28	S35°27'58"E	23.80'
L29	S17°18'23"E	16.54'
L30	S08°32'38"W	18.95'
L31	S46°19'04"W	6.98'
L32	S84°13'07"W	40.65'
L33	N79°00'15"W	9.37'
L34	S66°47'56"W	12.16'
L35	S07°36'21"E	15.07'
L36	S74°20'22"W	38.30'

LINE	BEARING	DISTANCE
L37	S10°19'09"E	10.30'
L38	S79°47'40"E	49.94'
L39	N70°23'23"E	16.93'
L40	S89°41'37"E	9.54'
L41	S74°38'46"E	46.44'
L42	S54°54'31"E	11.58'
L43	S38°58'51"E	3.52'
L44	S07°22'53"E	69.77'
L45	S19°24'42"W	5.05'
L46	S67°06'56"W	20.38'
L47	S85°05'00"W	34.45'
L48	N88°59'00"W	87.87'
L49	N85°07'49"W	71.77'
L50	N83°09'23"W	83.91'
L51	N64°38'34"W	44.43'
L52	S41°21'03"E	21.95'
L53	S03°56'23"E	16.71'

**DRAINAGE EASEMENT NOTE**  
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

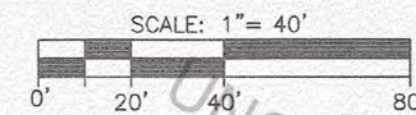
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C3	85°46'58"	25.00'	37.43'	34.03'	23.22'	S50°16'22"E
C4	12°27'40"	25.00'	5.44'	5.43'	2.73'	N80°36'19"E
C5	58°04'03"	25.00'	25.34'	24.27'	13.88'	N45°20'27"E
C6	52°55'54"	50.00'	46.19'	44.57'	24.89'	S42°46'22"W
C7	62°09'32"	50.00'	54.24'	51.62'	30.14'	N79°40'55"W
C8	71°16'49"	50.00'	62.20'	58.27'	35.85'	N12°57'45"W
C9	64°09'29"	50.00'	55.99'	53.11'	31.34'	N54°45'24"E
C10	250°31'44"	50.00'	218.63'	81.65'	-70.71'	N38°25'43"W
C11	84°47'03"	25.00'	36.99'	33.71'	22.82'	S44°26'38"W
C12	10°49'01"	525.00'	99.12'	98.97'	49.71'	N07°27'37"E
C322	70°31'44"	25.00'	30.77'	28.87'	17.68'	N51°34'17"E

### LOT SETBACK TABLE

- SINGLE FAMILY & VILLAS**
- FRONT YARD: 20.00'
  - SIDE YARD: 5.00'
  - (15.00' WHERE ADJACENT TO SIDE STREET)
  - REAR YARD: 30.00'\*
- TOWNHOMES**
- FRONT YARD: 20.00'
  - SIDE YARD: 5.00'
  - (15.00' WHERE ADJACENT TO SIDE STREET)
  - REAR YARD: 20.00'\*

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

### DRAINAGE EASEMENT NOTE

DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

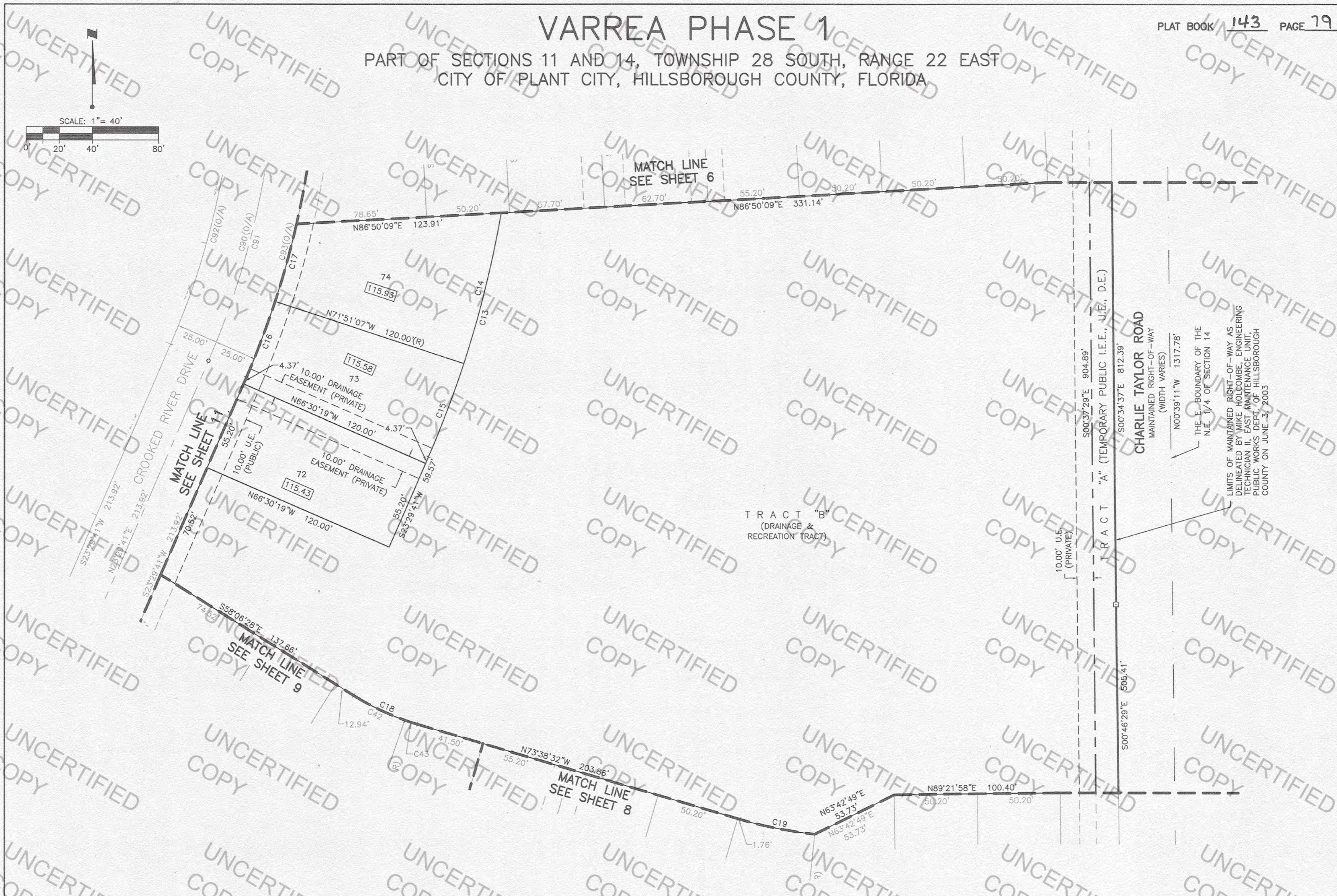
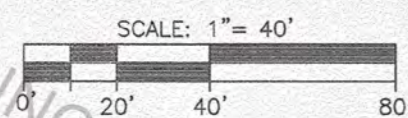
**CHARLIE TAYLOR ROAD**  
MAINTAINED RIGHT-OF-WAY  
(WIDTH VARIES)  
N00°39'14"W 1317.78'  
THE E' BOUNDARY OF THE N.E. 1/4 OF SECTION 14  
COUNTY OF HILLSBOROUGH  
ON JUNE 21, 2003



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



TRACT "B"  
(DRAINAGE & RECREATION TRACT)

LIMITS OF MAINTAINED RIGHT-OF-WAY AS DELINEATED BY MIKE HOLCOMBE, ENGINEERING TECHNICIAN II, EAST MAINTENANCE UNIT, PUBLIC WORKS DEPT. OF HILLSBOROUGH COUNTY ON JUNE 3, 2003

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C13	13°40'02"	645.00'	153.86'	153.49'	77.30'	N16°39'39"E
C14	8°19'15"	645.00'	93.67'	93.59'	46.92'	N13°59'16"E
C15	5°20'47"	645.00'	60.19'	60.16'	30.12'	N20°49'17"E
C16	5°20'47"	525.00'	48.99'	48.97'	24.51'	N20°49'17"E
C17	5°16'46"	525.00'	48.37'	48.36'	24.20'	N15°30'31"E
C18	15°32'05"	155.00'	42.03'	41.90'	21.14'	S65°52'30"E
C19	10°17'43"	255.00'	45.82'	45.76'	22.97'	S78°47'24"E

TYPE	FRONT YARD	SIDE YARD	REAR YARD
SINGLE FAMILY & VILLAS	20.00'	5.00' (15.00' WHERE ADJACENT TO SIDE STREET)	30.00'
TOWNHOMES	20.00'	5.00' (15.00' WHERE ADJACENT TO SIDE STREET)	20.00'

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

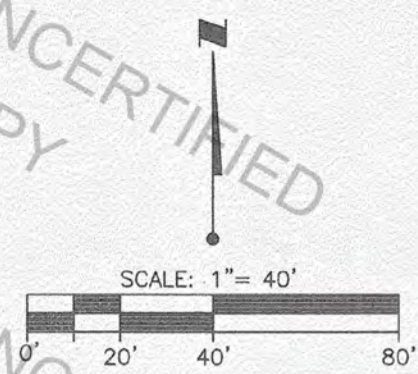
**DRAINAGE EASEMENT NOTE**  
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

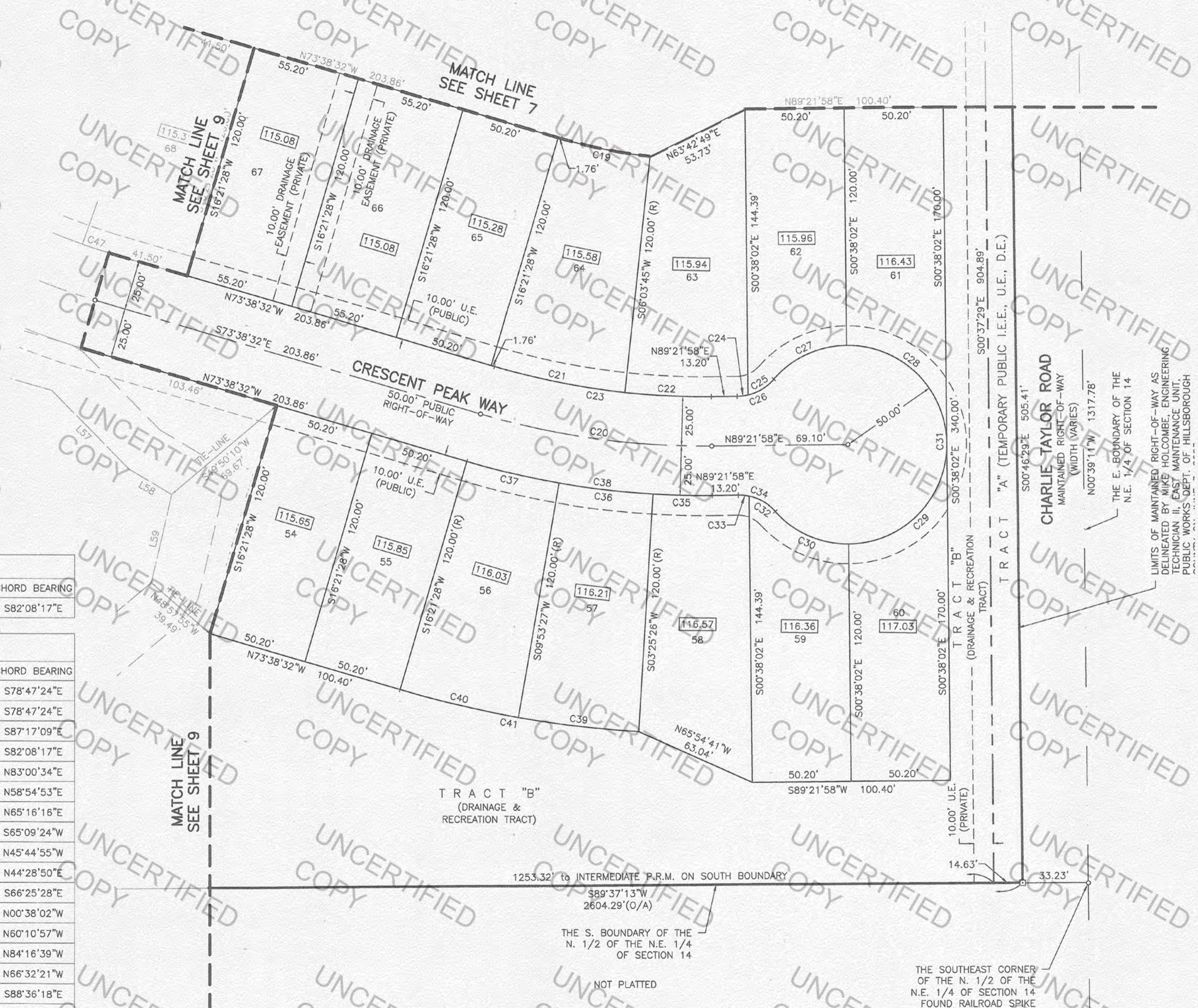
\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C20	16°59'30"	400.00'	118.62'	118.19'	59.75'	S82°08'17"E

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C19	10°17'43"	255.00'	45.82'	45.76'	22.97'	S78°47'24"E
C21	10°17'43"	375.00'	67.38'	67.29'	33.78'	S78°47'24"E
C22	6°41'47"	375.00'	43.83'	43.80'	21.94'	S87°17'09"E
C23	16°59'30"	375.00'	111.21'	110.80'	56.02'	S82°08'17"E
C24	12°42'47"	25.00'	5.55'	5.54'	2.78'	N83°00'34"E
C25	35°28'36"	25.00'	15.48'	15.23'	8.00'	N58°54'53"E
C26	48°11'23"	25.00'	21.03'	20.41'	11.18'	N65°16'16"E
C27	47°57'38"	50.00'	41.85'	40.64'	22.24'	S65°09'24"W
C28	90°13'45"	50.00'	78.74'	70.85'	50.20'	N45°44'55"W
C29	90°13'45"	50.00'	78.74'	70.85'	50.20'	N44°28'50"E
C30	47°57'38"	50.00'	41.85'	40.64'	22.24'	S66°25'28"E
C31	27°22'46"	50.00'	241.19'	66.67'	-44.72'	N00°38'02"W
C32	35°28'36"	25.00'	15.48'	15.23'	8.00'	N60°10'57"W
C33	12°42'47"	25.00'	5.55'	5.54'	2.78'	N84°16'39"W
C34	48°11'23"	25.00'	21.03'	20.41'	11.18'	N66°32'21"W
C35	4°03'28"	425.00'	30.10'	30.09'	15.06'	S88°36'18"E
C36	6°28'01"	425.00'	47.97'	47.94'	24.01'	S83°20'34"E
C37	6°28'01"	425.00'	47.97'	47.94'	24.01'	S76°52'33"E
C38	16°59'30"	425.00'	126.04'	125.58'	63.48'	S82°08'17"E
C39	6°28'01"	545.00'	61.51'	61.48'	30.79'	S83°20'34"E
C40	6°28'01"	545.00'	61.51'	61.48'	30.79'	S76°52'33"E
C41	12°56'02"	545.00'	123.03'	122.77'	61.78'	S80°06'33"E



**DRAINAGE EASEMENT NOTE**  
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.



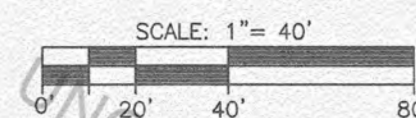
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C42	12°36'06"	155.00'	34.09'	34.02'	17.11'	S64°24'31"E
C43	2°55'59"	155.00'	7.93'	7.93'	3.97'	S72°10'33"E
C45	83°37'14"	25.00'	36.49'	33.33'	22.36'	S16°17'51"E
C46	12°36'06"	275.00'	60.48'	60.36'	30.36'	S64°24'31"E
C47	2°55'59"	275.00'	14.08'	14.08'	7.04'	S72°10'33"E
C48	15°32'05"	275.00'	74.56'	74.33'	57.51'	S65°52'30"E
C49	15°32'05"	325.00'	88.12'	87.85'	44.33'	S65°52'30"E
C50	83°37'14"	25.00'	36.49'	33.33'	22.36'	S80°04'55"W
C51	15°35'28"	425.00'	115.65'	115.29'	58.18'	N46°04'02"E
C52	7°45'25"	425.00'	57.54'	57.49'	28.81'	N57°44'28"E
C53	7°45'25"	425.00'	57.54'	57.49'	28.81'	N65°29'53"E
C54	7°45'25"	425.00'	57.54'	57.49'	28.81'	N73°15'18"E
C55	7°45'25"	545.00'	73.78'	73.73'	56.95'	N73°15'18"E
C56	7°45'25"	545.00'	73.78'	73.73'	36.95'	N65°29'53"E
C57	7°45'25"	545.00'	73.78'	73.73'	36.95'	N57°44'28"E
C318	35°45'34"	545.00'	340.15'	334.65'	175.82'	N71°44'33"E

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C58	15°32'05"	300.00'	81.34'	81.09'	40.92'	S65°52'30"E



**DRAINAGE EASEMENT NOTE**

DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'\*

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'\*

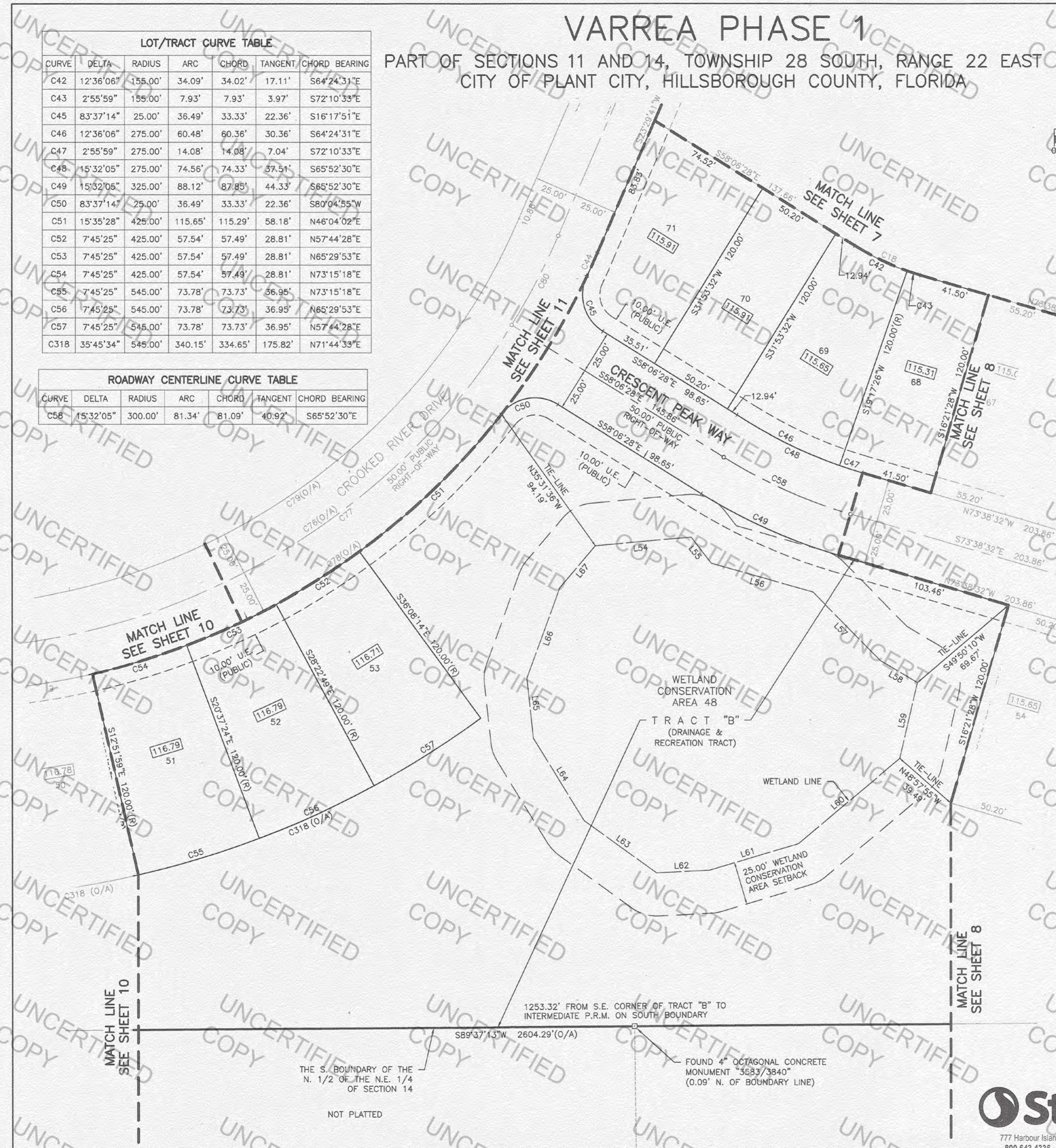
\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L54	S84°58'49"W	56.17'
L55	N37°36'00"W	19.17'
L56	N74°12'09"W	61.91'
L57	N44°36'36"W	55.90'
L58	N59°21'51"W	25.08'
L59	N13°08'52"E	45.47'
L60	N50°08'54"E	77.23'
L61	N73°25'21"E	54.29'
L62	N87°08'36"E	30.84'
L63	S54°08'56"E	52.21'
L64	S31°39'44"E	56.24'
L65	S06°07'19"E	35.27'
L66	S20°03'12"W	55.73'
L67	S40°18'43"W	32.30'

**WETLAND CONSERVATION AREA NOTE**

ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.



THE S. BOUNDARY OF THE N. 1/2 OF THE N.E. 1/4 OF SECTION 14

FOUND 4" OCTAGONAL CONCRETE MONUMENT "3583/3840" (0.09' N. OF BOUNDARY LINE)

1253.32' FROM S.E. CORNER OF TRACT "B" TO INTERMEDIATE P.R.M. ON SOUTH BOUNDARY

NOT PLATTED



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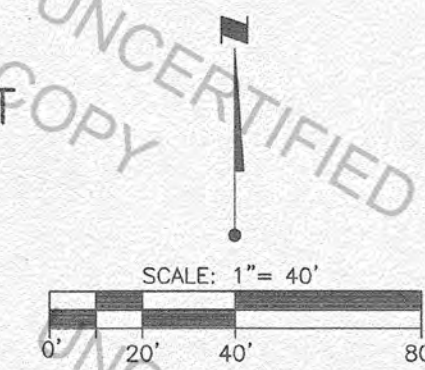
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**VARREA PHASE 1**

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

SEE SHEET 4 FOR CONTINUATION



**DRAINAGE EASEMENT NOTE**

DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'  
(15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'  
(15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

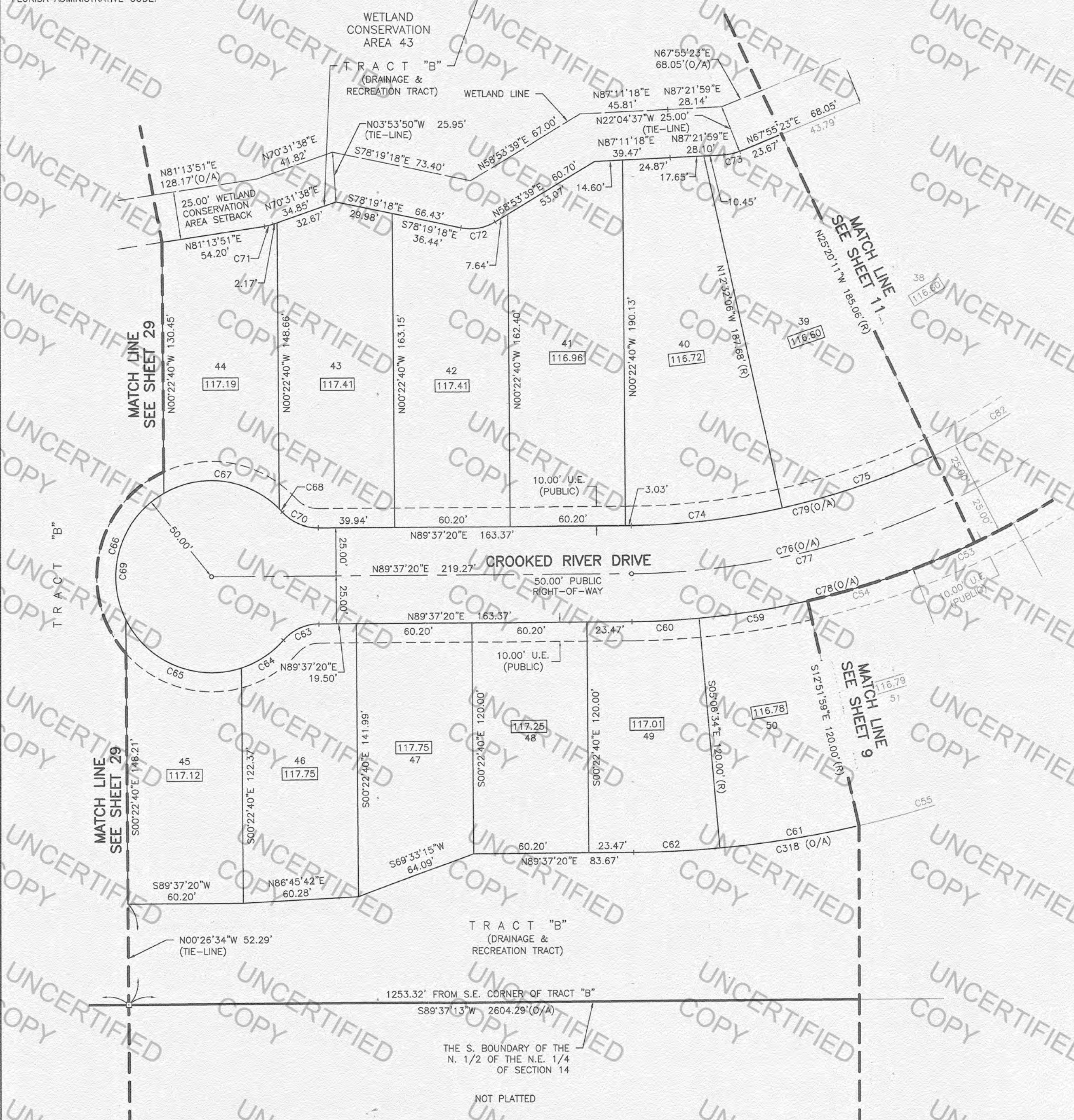
\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C59	7°45'25"	425.00'	57.54'	57.49'	28.81'	N81°00'43"E
C60	4°43'54"	425.00'	35.10'	35.09'	17.56'	N87°15'23"E
C61	7°45'25"	545.00'	73.78'	73.73'	36.95'	N81°00'43"E
C62	4°43'54"	545.00'	45.01'	45.00'	22.52'	N87°15'23"E
C63	48°11'23"	25.00'	21.03'	20.41'	11.18'	S65°31'38"W
C64	30°29'30"	50.00'	26.61'	26.30'	13.63'	N56°40'42"E
C65	81°51'22"	50.00'	71.43'	65.51'	43.35'	S67°08'52"E
C66	86°25'14"	50.00'	75.42'	68.47'	46.97'	S16°59'26"W
C67	74°52'56"	50.00'	65.35'	60.79'	38.28'	N82°21'29"W
C68	2°43'43"	50.00'	2.38'	2.38'	1.19'	N43°33'09"W
C69	276°22'46"	50.00'	241.19'	66.67'	-44.72'	S00°22'40"E
C70	48°11'23"	25.00'	21.03'	20.41'	11.18'	S66°16'59"E
C71	10°42'13"	25.00'	4.67'	4.66'	2.34'	N75°52'45"E
C72	42°47'02"	25.00'	18.67'	18.24'	9.79'	N80°17'11"E
C73	19°26'36"	25.00'	8.48'	8.44'	4.28'	N77°38'41"E
C74	12°09'26"	375.00'	79.57'	79.42'	39.98'	N83°32'37"E
C75	12°48'05"	375.00'	83.79'	83.61'	42.07'	N71°03'51"E
C76	51°21'02"	425.00'	380.90'	368.28'	204.31'	N63°56'49"E
C79	66°07'39"	375.00'	432.80'	409.18'	244.12'	N56°33'30"E
C318	35°45'34"	545.00'	340.15'	334.65'	175.82'	N71°44'33"E

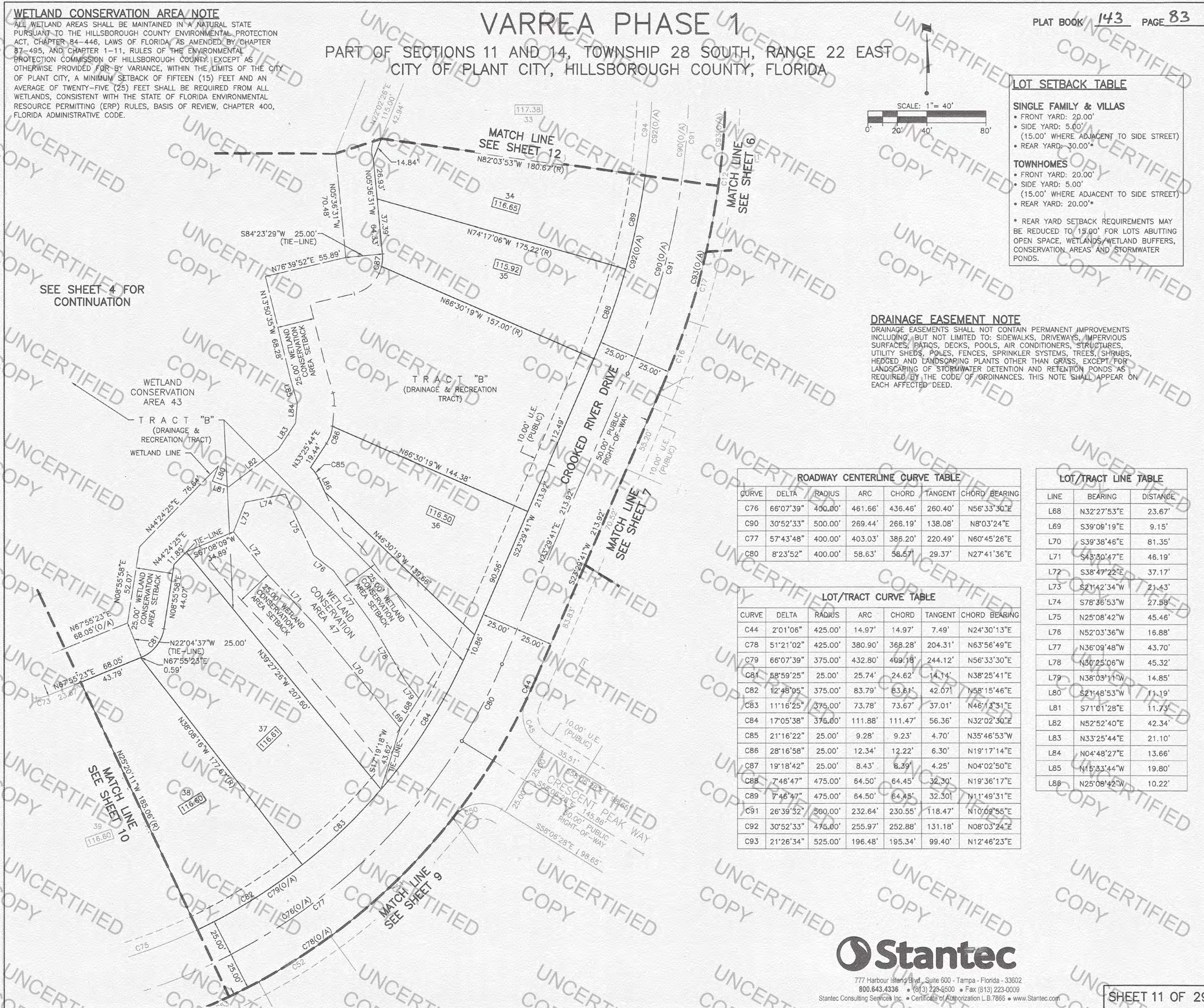
**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C76	66°07'39"	400.00'	461.66'	436.46'	260.40'	N56°33'30"E
C77	57°43'48"	400.00'	403.03'	386.20'	220.49'	N60°45'26"E



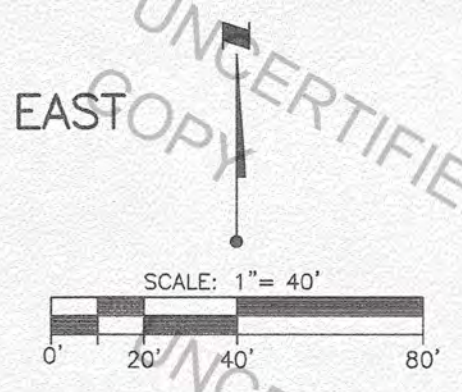
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**WETLAND CONSERVATION AREA NOTE**  
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**VARREA PHASE 1**  
 PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
 CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ADJACENT TO OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

**DRAINAGE EASEMENT NOTE**  
 DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C76	66°07'39"	400.00'	461.66'	436.46'	260.40'	N56°33'30"E
C90	30°52'33"	500.00'	269.44'	266.19'	138.08'	N8°03'24"E
C77	57°43'48"	400.00'	403.03'	388.20'	220.49'	N60°45'26"E
C80	8°23'52"	400.00'	58.63'	58.63'	29.37'	N27°41'36"E

**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L68	N32°27'53"E	23.67'
L69	S39°08'19"E	9.15'
L70	S39°38'46"E	81.35'
L71	S43°30'47"E	46.19'
L72	S38°47'22"E	37.17'
L73	S21°42'34"W	21.43'
L74	S78°36'53"W	27.58'
L75	N25°08'42"W	45.46'
L76	N52°03'36"W	16.88'
L77	N36°09'48"W	43.70'
L78	N30°25'06"W	45.32'
L79	N38°03'14"W	14.85'
L80	S21°48'53"W	11.19'
L81	S71°01'28"E	11.73'
L82	N52°52'40"E	42.34'
L83	N33°25'44"E	21.10'
L84	N04°48'27"E	13.66'
L85	N15°33'44"W	19.80'
L86	N25°08'42"W	10.22'

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C44	2°01'06"	425.00'	14.97'	14.97'	7.49'	N24°30'13"E
C78	51°21'02"	425.00'	380.90'	368.28'	204.31'	N63°56'49"E
C79	66°07'39"	375.00'	432.80'	409.18'	244.12'	N56°33'30"E
C81	58°59'25"	25.00'	25.74'	24.62'	14.14'	N38°25'41"E
C82	12°48'05"	375.00'	83.79'	83.61'	42.07'	N58°15'46"E
C83	11°16'25"	375.00'	73.78'	73.67'	37.01'	N46°13'31"E
C84	17°05'38"	375.00'	111.88'	111.47'	56.36'	N32°02'30"E
C85	21°16'22"	25.00'	9.28'	9.23'	4.70'	N35°46'53"W
C86	28°16'58"	25.00'	12.34'	12.22'	6.30'	N19°17'14"E
C87	19°18'42"	25.00'	8.43'	8.39'	4.25'	N04°02'50"E
C88	7°46'47"	475.00'	64.50'	64.45'	32.30'	N19°36'17"E
C89	7°46'47"	475.00'	64.50'	64.45'	32.30'	N11°49'31"E
C91	26°39'32"	500.00'	232.64'	230.55'	118.47'	N10°09'55"E
C92	30°52'33"	475.00'	255.97'	252.88'	131.18'	N08°03'24"E
C93	21°26'34"	525.00'	196.48'	195.34'	99.40'	N12°46'23"E



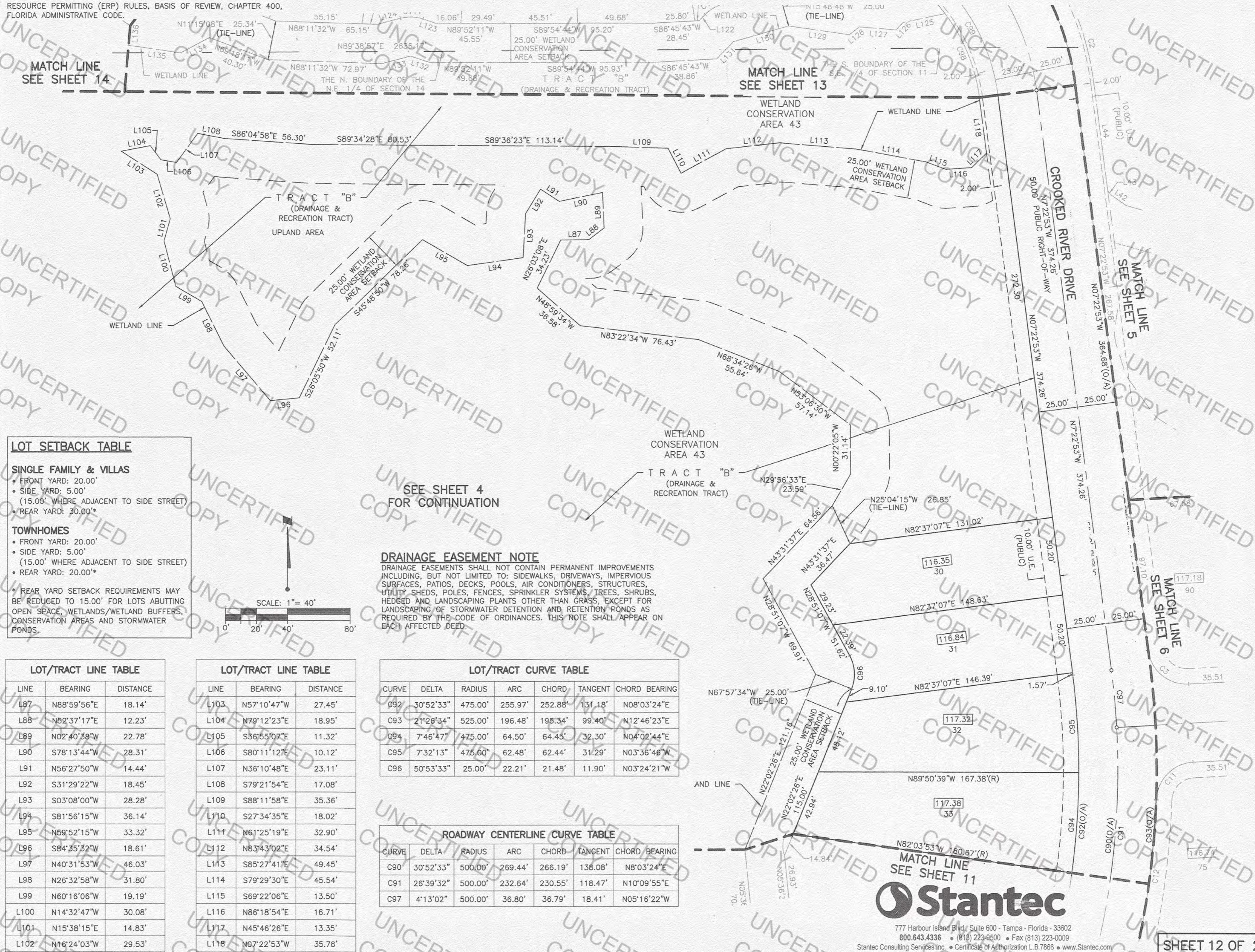
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

## WETLAND CONSERVATION AREA NOTE

ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.



### LOT SETBACK TABLE

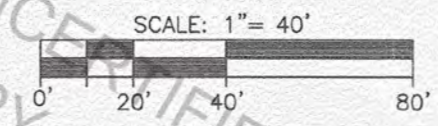
**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.



SEE SHEET 4 FOR CONTINUATION

### DRAINAGE EASEMENT NOTE

DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

### LOT/TRACT LINE TABLE

LINE	BEARING	DISTANCE
L87	N88°59'56"E	18.14'
L88	N52°37'17"E	12.23'
L89	N02°40'38"W	22.78'
L90	S78°13'44"W	28.31'
L91	N56°27'50"W	14.44'
L92	S31°29'22"W	18.45'
L93	S03°08'00"W	28.28'
L94	S81°56'15"W	36.14'
L95	N69°52'15"W	33.32'
L96	S84°35'32"W	18.61'
L97	N40°31'53"W	46.03'
L98	N26°32'58"W	31.80'
L99	N60°16'06"W	19.19'
L100	N14°32'47"W	30.08'
L101	N15°38'15"E	14.83'
L102	N16°24'03"W	29.53'

### LOT/TRACT LINE TABLE

LINE	BEARING	DISTANCE
L103	N57°10'47"W	27.45'
L104	N79°12'23"E	18.95'
L105	S36°55'07"E	11.32'
L106	S80°11'12"E	10.12'
L107	N36°10'48"E	23.11'
L108	S79°21'54"E	17.08'
L109	S88°11'58"E	35.36'
L110	S27°34'35"E	18.02'
L111	N61°25'19"E	32.90'
L112	N83°43'02"E	34.54'
L113	S85°27'41"E	49.45'
L114	S79°29'30"E	45.54'
L115	S69°22'06"E	13.50'
L116	N86°18'54"E	16.71'
L117	N45°46'26"E	13.35'
L118	N07°22'53"W	35.78'

### LOT/TRACT CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C92	30°52'33"	475.00'	255.97'	252.88'	131.18'	N08°03'24"E
C93	21°26'34"	525.00'	196.48'	195.34'	99.40'	N12°46'23"E
C94	7°46'47"	475.00'	64.50'	64.45'	32.30'	N04°02'44"E
C95	7°32'13"	475.00'	62.48'	62.44'	31.29'	N03°36'46"W
C96	50°53'33"	25.00'	22.21'	21.48'	11.90'	N03°24'21"W

### ROADWAY CENTERLINE CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C90	30°52'33"	500.00'	269.44'	266.19'	136.08'	N8°03'24"E
C91	26°39'32"	500.00'	232.64'	230.55'	118.47'	N10°09'55"E
C97	4°13'02"	500.00'	36.80'	36.79'	18.41'	N05°16'22"W



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

**WETLAND CONSERVATION AREA NOTE**  
ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.

**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C116	53°50'22"	150.00'	140.95'	135.82'	76.16'	N34°18'04"W
C117	37°52'24"	150.00'	99.15'	97.36'	51.46'	N42°17'03"W
C119	7°00'22"	150.00'	18.34'	18.33'	9.18'	S19°50'40"E
C120	50°29'34"	150.00'	132.19'	127.95'	70.73'	N1°53'56"E
C121	82°40'16"	465.00'	670.94'	614.23'	409.02'	N65°00'21"W

**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

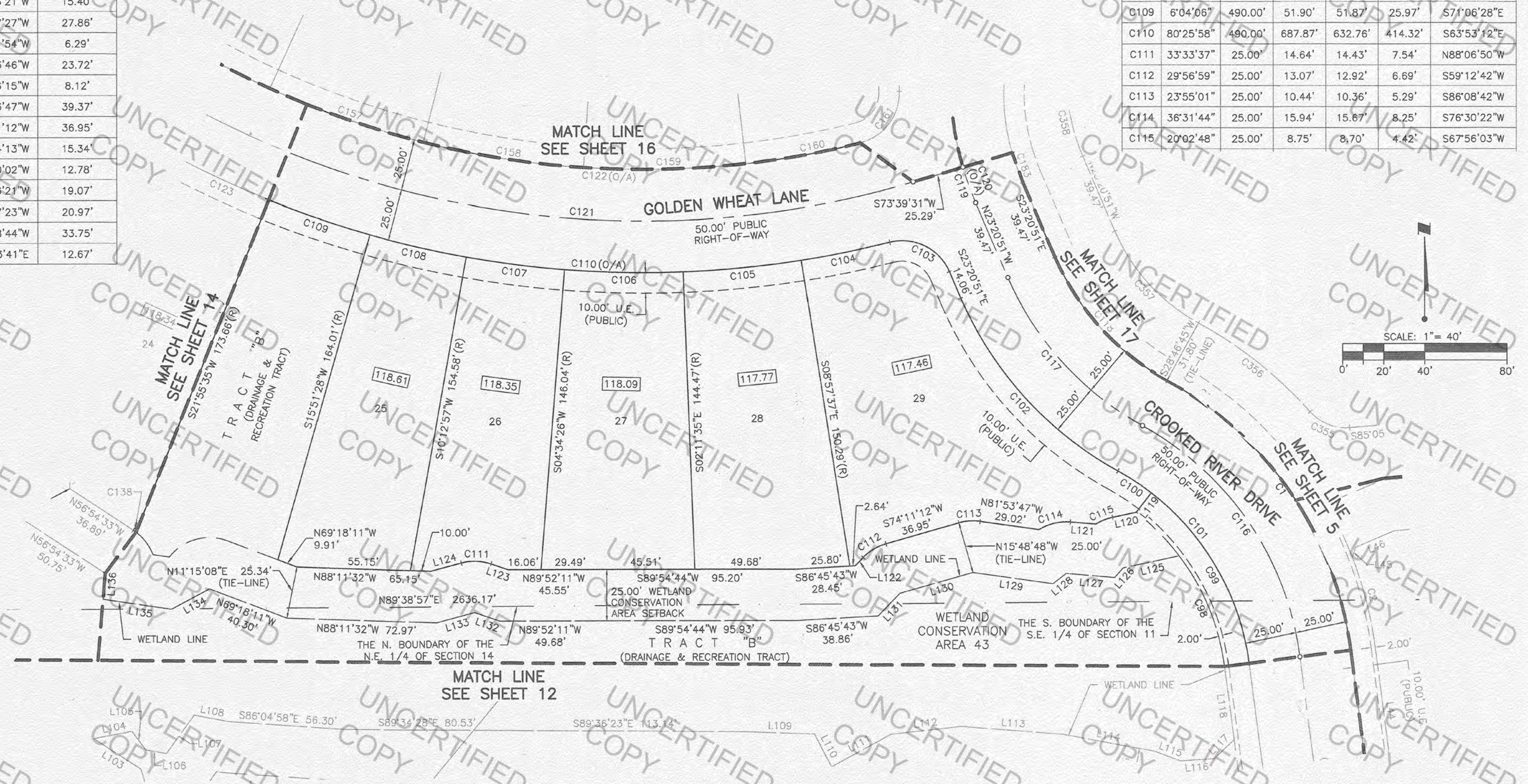
**DRAINAGE EASEMENT NOTE**  
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	53°50'22"	175.00'	164.44'	158.46'	88.86'	N34°18'04"W
C98	29°48'34"	113.00'	58.79'	58.13'	30.08'	N22°17'10"W
C99	44°55'01"	125.00'	97.99'	95.50'	51.67'	N29°50'23"W
C100	8°55'21"	125.00'	19.47'	19.45'	9.75'	N56°45'34"W
C101	53°50'22"	125.00'	117.46'	113.19'	63.47'	N34°18'04"W
C102	37°52'24"	175.00'	115.68'	113.58'	60.04'	S42°17'03"E
C103	80°45'20"	25.00'	35.24'	32.39'	21.26'	N63°43'31"W
C104	5°08'34"	490.00'	43.98'	43.97'	22.01'	N78°28'06"E
C105	6°46'01"	490.00'	57.87'	57.84'	28.97'	N84°25'24"E
C106	6°46'01"	490.00'	57.87'	57.84'	28.97'	S88°48'35"E
C107	5°38'31"	490.00'	48.25'	48.23'	24.14'	S82°36'18"E
C108	5°38'31"	490.00'	48.25'	48.23'	24.14'	S76°57'47"E
C109	6°04'06"	490.00'	51.90'	51.87'	25.97'	S71°06'28"E
C110	80°25'58"	490.00'	687.87'	632.76'	414.32'	S63°53'12"E
C111	33°33'37"	25.00'	14.64'	14.43'	7.54'	N88°06'50"W
C112	29°56'59"	25.00'	13.07'	12.92'	6.69'	S59°12'42"W
C113	23°55'01"	25.00'	10.44'	10.36'	5.29'	S86°08'42"W
C114	36°31'44"	25.00'	15.94'	15.87'	8.25'	S76°30'22"W
C115	20°02'48"	25.00'	8.75'	8.70'	4.42'	S67°56'03"W

**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L119	S37°42'06"W	12.00' (R)
L120	S77°57'27"W	11.81'
L121	N85°13'46"W	12.55'
L122	S44°14'13"W	5.62'
L123	N71°20'02"W	8.70'
L124	S75°06'21"W	15.40'
L125	S77°57'27"W	27.86'
L126	S42°11'54"W	6.29'
L127	N85°13'46"W	23.72'
L128	S52°26'15"W	8.12'
L129	N81°53'47"W	39.37'
L130	S74°11'12"W	36.95'
L131	S44°14'13"W	15.34'
L132	N71°20'02"W	12.78'
L133	S75°06'21"W	19.07'
L134	S61°47'23"W	20.97'
L135	N81°38'44"W	33.75'
L136	N04°53'41"E	12.67'



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

### WETLAND CONSERVATION AREA NOTE

ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.

### DRAINAGE EASEMENT NOTE

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LOT/TRACT CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C110	80°25'58"	490.00'	687.87'	632.76'	414.32'	S63°53'12"E
C122	80°09'02"	440.00'	615.51'	566.54'	370.19'	S63°44'44"E
C123	5°38'31"	490.00'	48.25'	48.23'	24.14'	S65°15'10"E
C124	5°38'31"	490.00'	48.25'	48.23'	24.14'	S59°36'39"E
C125	5°38'31"	490.00'	48.25'	48.23'	24.14'	S53°58'08"E
C126	4°31'03"	490.00'	38.63'	38.62'	19.33'	S48°53'21"E
C127	4°31'03"	490.00'	38.63'	38.62'	19.33'	S44°22'18"E
C128	5°38'31"	490.00'	48.25'	48.23'	24.14'	S39°17'31"E
C129	6°46'01"	490.00'	57.87'	57.84'	28.97'	S33°05'15"E
C130	6°02'01"	490.00'	51.60'	51.58'	25.82'	S26°41'14"W
C131	47°26'46"	25.00'	20.70'	20.12'	10.99'	N31°41'10"W
C132	0°48'50"	25.00'	0.36'	0.36'	0.18'	S83°32'31"W
C133	48°54'40"	25.00'	21.34'	20.70'	11.37'	N71°35'44"W
C134	49°43'30"	25.00'	21.70'	21.02'	11.58'	N72°00'09"W
C135	30°41'21"	25.00'	13.39'	13.23'	6.86'	N52°19'27"W
C136	38°04'45"	25.00'	16.62'	16.31'	8.63'	N17°56'24"W
C137	68°46'06"	25.00'	30.01'	28.24'	17.11'	N33°17'04"W
C138	3°56'19"	25.00'	1.72'	1.72'	0.86'	N54°56'24"W

LOT/TRACT LINE TABLE		
LINE	BEARING	DISTANCE
L137	N23°40'13"W	14.04'

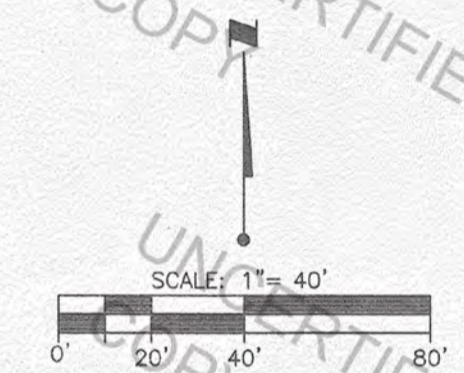
ROADWAY CENTERLINE CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C121	82°40'16"	465.00'	670.94'	614.23'	409.02'	N65°00'21"W

LOT SETBACK TABLE	
<b>SINGLE FAMILY &amp; VILLAS</b>	<ul style="list-style-type: none"> <li>FRONT YARD: 20.00'</li> <li>SIDE YARD: 5.00'</li> <li>(15.00' WHERE ADJACENT TO SIDE STREET)</li> <li>REAR YARD: 30.00'*</li> </ul>
<b>TOWNHOMES</b>	<ul style="list-style-type: none"> <li>FRONT YARD: 20.00'</li> <li>SIDE YARD: 5.00'</li> <li>(15.00' WHERE ADJACENT TO SIDE STREET)</li> <li>REAR YARD: 20.00'*</li> </ul>
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TRACT "B"  
(DRAINAGE & RECREATION TRACT)  
SEE SHEET 4 FOR CONTINUATION

THE S. BOUNDARY OF THE S.E. 1/4 OF SECTION 11  
N89°38'57"E 2636.17'

THE N. BOUNDARY OF THE N.E. 1/4 OF SECTION 14  
N89°38'57"E 2636.17'



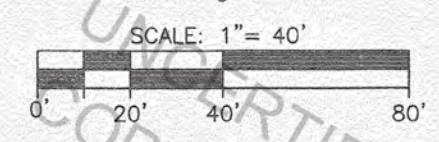
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

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**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
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- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

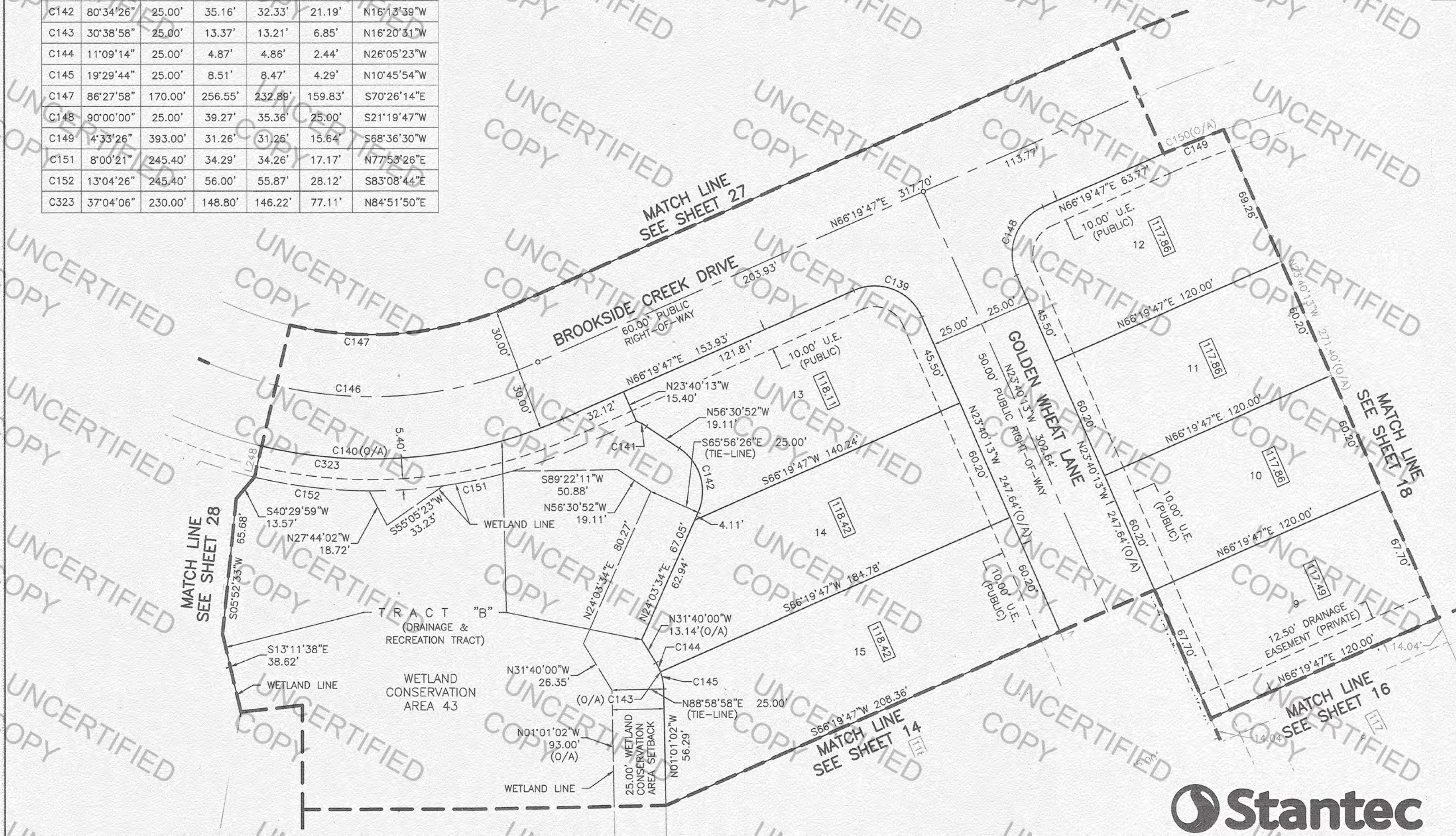
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**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C146	86°27'58"	200.00'	301.82'	273.99'	188.03'	S70°26'14"E

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C139	90°00'00"	25.00'	39.27'	35.36'	25.00'	N68°40'13"W
C140	37°04'06"	230.00'	148.80'	146.22'	77.11'	N84°51'50"E
C141	12°29'52"	25.00'	5.45'	5.44'	2.74'	N62°45'48"W
C142	80°34'26"	25.00'	35.16'	32.33'	21.19'	N16°13'39"W
C143	30°38'58"	25.00'	13.37'	13.21'	6.85'	N16°20'31"W
C144	11°09'14"	25.00'	4.87'	4.86'	2.44'	N26°05'23"W
C145	19°29'44"	25.00'	8.51'	8.47'	4.29'	N10°45'54"W
C147	86°27'58"	170.00'	256.55'	232.89'	159.83'	S70°26'14"E
C148	90°00'00"	25.00'	39.27'	35.36'	25.00'	S21°19'47"W
C149	4°33'26"	393.00'	31.26'	31.26'	15.64'	S68°36'30"W
C151	8°00'21"	245.40'	34.29'	34.26'	17.17'	N77°53'26"E
C152	13°04'26"	245.40'	56.00'	55.87'	28.12'	S83°08'44"E
C323	37°04'06"	230.00'	148.80'	146.22'	77.11'	N84°51'50"E



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**WETLAND CONSERVATION AREA NOTE**

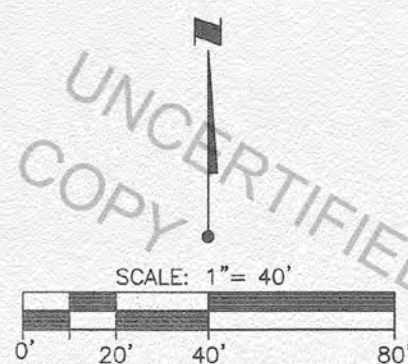
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**VARREA PHASE 1**

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C173	17°25'53"	25.00'	7.61'	7.58'	3.83'	S75°31'31"E
C174	67°18'47"	25.00'	29.37'	27.71'	16.65'	S33°09'11"E
C175	49°13'27"	25.00'	21.48'	20.82'	11.45'	S23°41'55"E
C176	11°10'08"	320.00'	62.38'	62.28'	31.29'	N39°18'30"W
C177	10°03'12"	320.00'	56.15'	56.08'	28.15'	N28°41'49"W
C178	21°13'21"	320.00'	118.53'	117.85'	59.95'	S34°16'53"E



**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C153	10°03'12"	440.00'	77.20'	77.11'	38.70'	S28°41'49"E
C154	11°10'08"	440.00'	85.77'	85.64'	43.02'	S39°18'30"E
C155	10°18'36"	440.00'	79.18'	79.07'	39.69'	S50°02'52"E
C156	10°18'36"	440.00'	79.18'	79.07'	39.69'	S60°21'28"E
C157	10°18'36"	440.00'	79.18'	79.07'	39.69'	S70°40'04"E
C158	10°18'36"	440.00'	79.18'	79.07'	39.69'	S80°58'40"E
C159	10°18'36"	440.00'	79.18'	79.07'	39.69'	N88°42'44"E
C160	7°22'40"	440.00'	56.66'	56.62'	28.37'	N79°52'05"E
C161	77°55'27"	25.00'	34.00'	31.44'	20.22'	N37°13'01"E
C162	6°52'18"	175.00'	20.99'	20.98'	10.51'	S01°41'27"W
C163	12°25'13"	175.00'	37.94'	37.86'	19.04'	S11°20'12"W
C164	19°17'31"	175.00'	58.92'	58.68'	29.74'	S07°54'04"W
C165	19°49'59"	220.00'	76.15'	75.77'	38.46'	N07°37'50"E
C166	21°01'40"	62.00'	22.75'	22.63'	11.51'	N12°47'59"W
C167	40°03'42"	98.00'	68.52'	67.13'	35.73'	S03°16'58"E
C168	38°07'27"	42.00'	27.95'	27.43'	14.51'	N02°18'51"W
C169	16°11'59"	285.00'	80.58'	80.31'	40.56'	N29°28'34"W
C170	42°34'35"	25.00'	18.58'	18.15'	9.74'	N74°28'16"E
C171	8°42'33"	25.00'	3.80'	3.80'	1.90'	S79°53'11"E
C172	8°43'20"	25.00'	3.81'	3.80'	1.91'	S71°10'14"E

**LOT SETBACK TABLE**

- SINGLE FAMILY & VILLAS**
- FRONT YARD: 20.00'
  - SIDE YARD: 5.00'
  - (15.00' WHERE ADJACENT TO SIDE STREET)
  - REAR YARD: 30.00'
- TOWNHOMES**
- FRONT YARD: 20.00'
  - SIDE YARD: 5.00'
  - (15.00' WHERE ADJACENT TO SIDE STREET)
  - REAR YARD: 20.00'
- \* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

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**ROADWAY CENTERLINE CURVE TABLE**

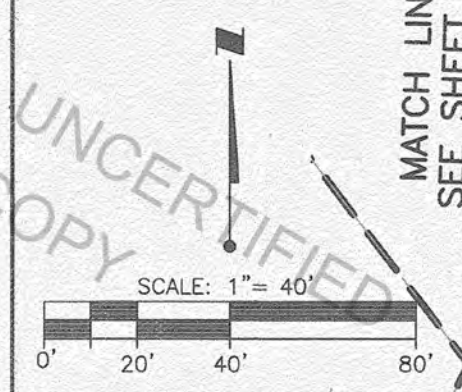
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C120	50°29'34"	150.00'	132.19'	127.95'	70.73'	N1°53'56"E
C317	43°29'12"	150.00'	113.85'	111.15'	59.82'	S05°24'07"W



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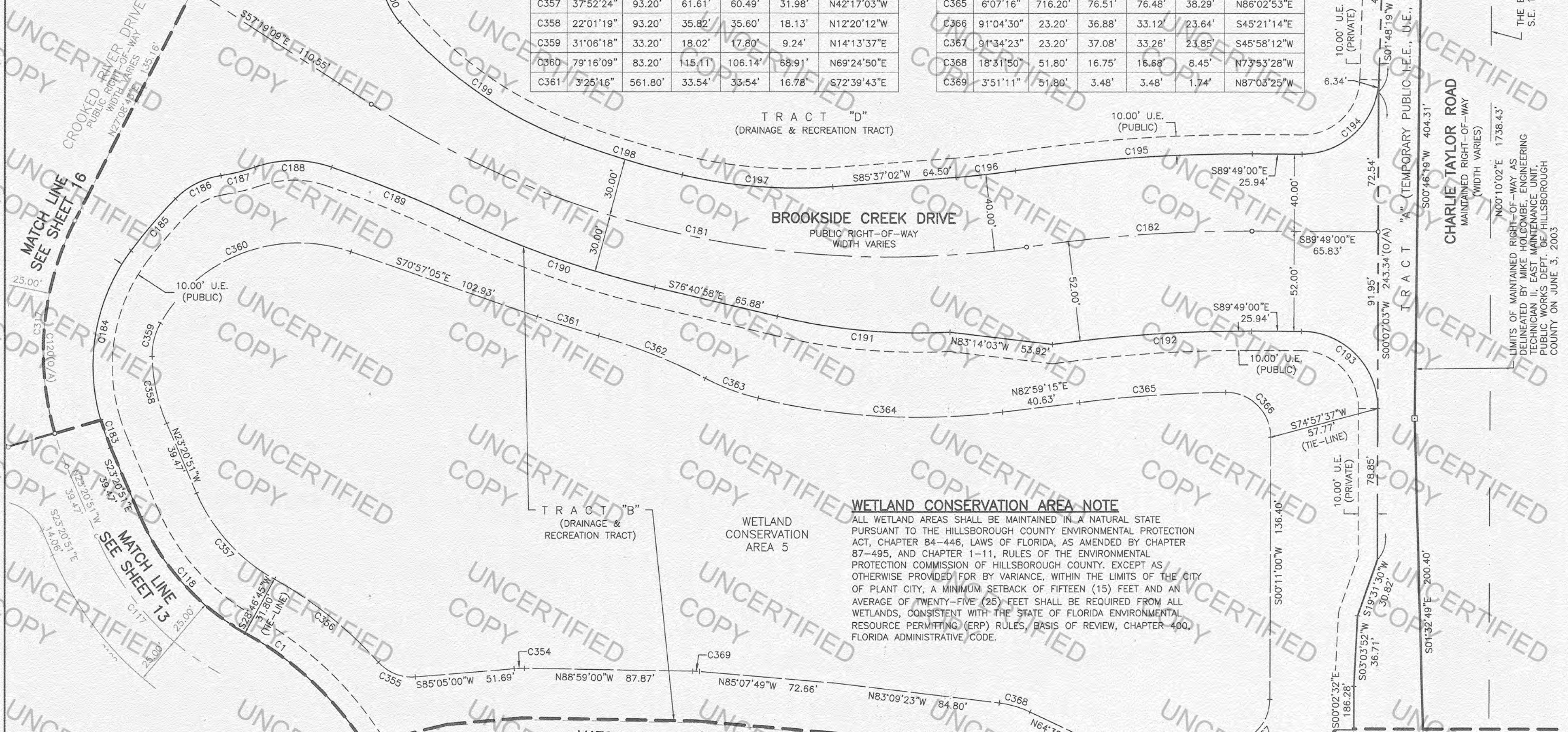
# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C354	5°56'00"	51.80'	5.36'	5.36'	2.68'	S88°03'00"W
C355	53°00'25"	23.20'	21.46'	20.71'	11.57'	N68°24'49"W
C356	19°18'38"	206.80'	69.70'	69.37'	35.18'	N51°33'56"W
C357	37°52'24"	93.20'	61.61'	60.49'	31.98'	N42°17'03"W
C358	22°01'19"	93.20'	35.82'	35.60'	18.13'	N12°20'12"W
C359	31°06'18"	33.20'	18.02'	17.80'	9.24'	N14°13'37"E
C360	79°16'09"	83.20'	115.11'	106.14'	68.91'	N69°24'50"E
C361	3°25'16"	561.80'	33.54'	33.54'	16.78'	S72°39'43"E

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C362	12°09'31"	283.20'	60.10'	59.98'	30.16'	S68°17'35"E
C363	14°28'09"	116.80'	29.50'	29.42'	14.83'	S69°26'54"E
C364	20°19'48"	361.80'	128.38'	127.70'	64.87'	S86°50'52"E
C365	6°07'16"	716.20'	76.51'	76.48'	38.29'	N86°02'53"E
C366	91°04'30"	23.20'	36.88'	33.12'	23.64'	S45°21'14"E
C367	91°34'23"	23.20'	37.08'	33.26'	23.85'	S45°58'12"W
C368	18°31'50"	51.80'	16.75'	16.68'	8.45'	N73°53'28"W
C369	3°51'11"	51.80'	3.48'	3.48'	1.74'	N87°03'25"W



TRACT "D"  
(DRAINAGE & RECREATION TRACT)

TRACT "B"  
(DRAINAGE & RECREATION TRACT)

WETLAND CONSERVATION AREA 5

**WETLAND CONSERVATION AREA NOTE**  
ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	53°50'22"	175.00'	164.44'	158.46'	88.86'	N34°18'04"W
C118	37°52'24"	125.00'	82.63'	81.13'	42.89'	S42°17'03"E
C183	6°59'23"	125.00'	15.25'	15.24'	7.63'	S19°51'10"E
C184	53°08'55"	100.00'	92.76'	89.47'	50.02'	S10°12'59"W
C185	7°45'13"	262.00'	35.46'	35.43'	17.76'	S40°40'04"W
C186	36°55'39"	42.00'	27.07'	26.60'	14.02'	S63°00'30"W
C187	10°36'26"	98.00'	18.14'	18.12'	9.10'	N76°10'06"E
C188	37°51'19"	62.00'	40.96'	40.22'	21.26'	S89°47'33"W
C189	6°16'28"	657.00'	71.95'	71.91'	36.01'	N68°08'34"W
C190	11°40'38"	530.00'	108.02'	107.83'	54.20'	S70°50'39"E
C191	16°20'32"	318.00'	90.70'	90.40'	45.66'	S84°51'14"E

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C192	7°59'28"	748.00'	104.32'	104.24'	52.25'	S86°11'16"W
C193	89°56'02"	40.00'	62.79'	56.54'	39.95'	N44°50'59"W
C194	88°22'41"	40.00'	61.70'	55.76'	38.88'	N45°59'40"E
C195	8°27'48"	840.00'	124.08'	123.97'	62.15'	S85°57'06"W
C196	3°53'50"	460.00'	31.29'	31.28'	15.65'	N83°40'07"E
C197	17°37'35"	257.00'	79.06'	78.75'	39.85'	S85°34'11"E
C198	7°51'26"	470.00'	64.45'	64.40'	32.28'	S72°49'41"E
C199	28°02'14"	217.00'	106.19'	105.13'	54.18'	S54°52'51"E
C200	36°30'34"	42.00'	26.76'	26.31'	13.85'	S22°36'27"E
C201	83°40'47"	98.00'	143.13'	130.74'	87.74'	N46°11'33"W

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C181	40°57'39"	500.00'	357.45'	349.89'	186.75'	S77°47'59"E
C182	8°27'48"	800.00'	118.17'	118.06'	59.19'	N85°57'06"E

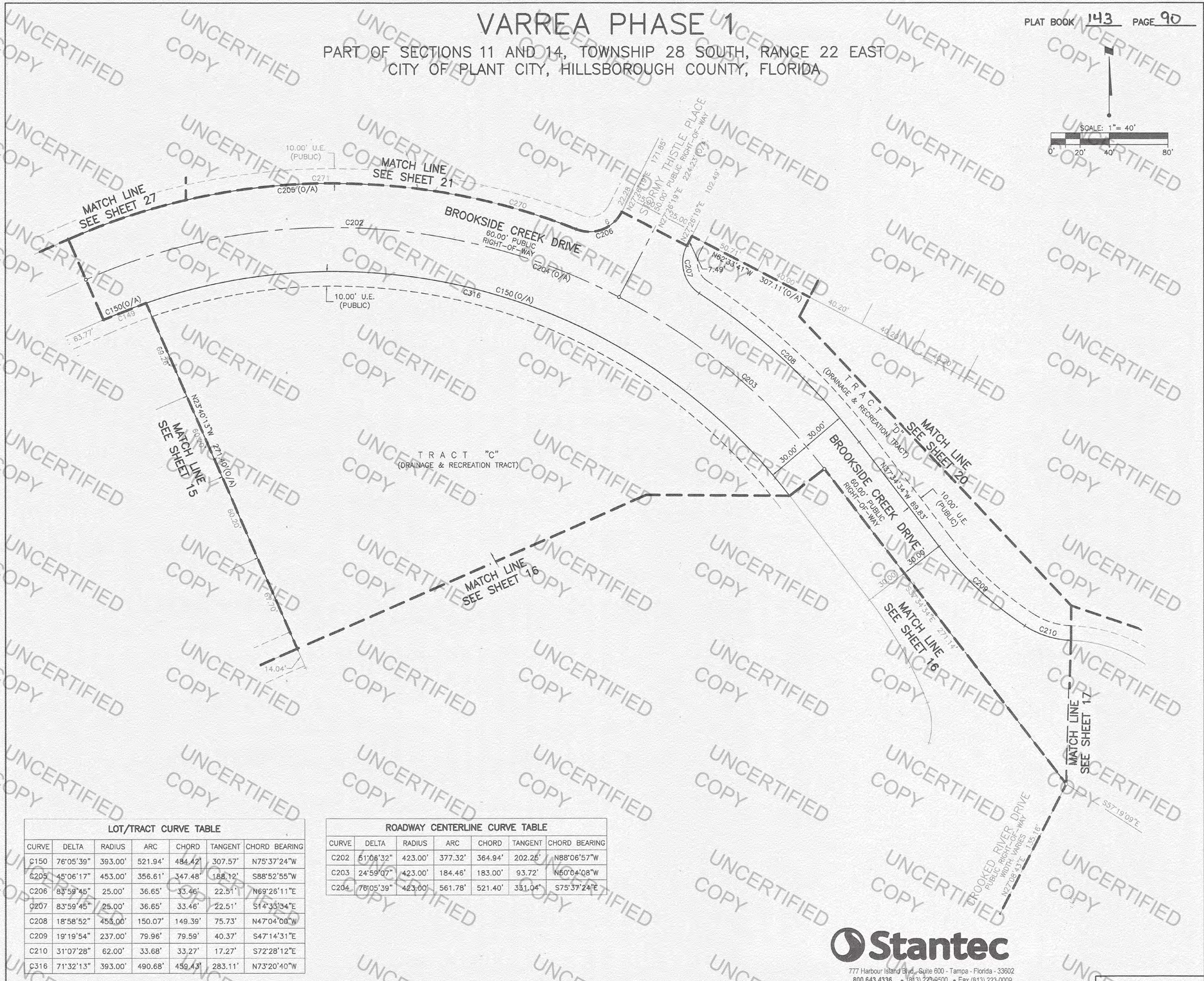
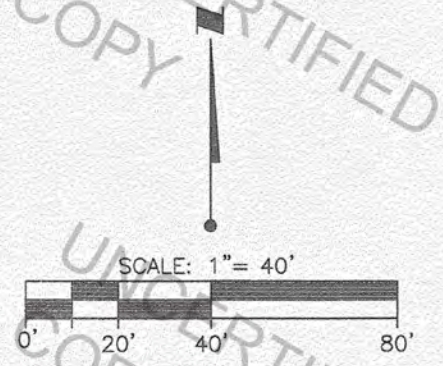
**DRAINAGE EASEMENT NOTE**  
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C150	76°05'39"	393.00'	521.94'	484.42'	307.57'	N75°37'24"W
C205	45°06'17"	453.00'	356.61'	347.48'	188.12'	S88°52'55"W
C206	83°59'45"	25.00'	36.65'	33.46'	22.51'	N69°26'11"E
C207	83°59'45"	25.00'	36.65'	33.46'	22.51'	S14°33'34"E
C208	18°58'52"	453.00'	150.07'	149.39'	75.73'	N47°04'00"W
C209	19°19'54"	237.00'	79.96'	79.59'	40.37'	S47°14'31"E
C210	31°07'28"	62.00'	33.68'	33.27'	17.27'	S72°28'12"E
C316	71°32'13"	393.00'	490.68'	459.43'	283.11'	N73°20'40"W

**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C202	51°06'32"	423.00'	377.32'	364.94'	202.25'	N88°06'57"W
C203	24°59'07"	423.00'	184.46'	183.00'	93.72'	N60°04'08"W
C204	76°05'39"	423.00'	561.78'	521.40'	331.04'	S75°37'24"E



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

### LOT SETBACK TABLE

- SINGLE FAMILY & VILLAS**
- FRONT YARD: 20.00'
  - SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
  - REAR YARD: 30.00'
- TOWNHOMES**
- FRONT YARD: 20.00'
  - SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
  - REAR YARD: 20.00'
- \* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

### DRAINAGE EASEMENT NOTE

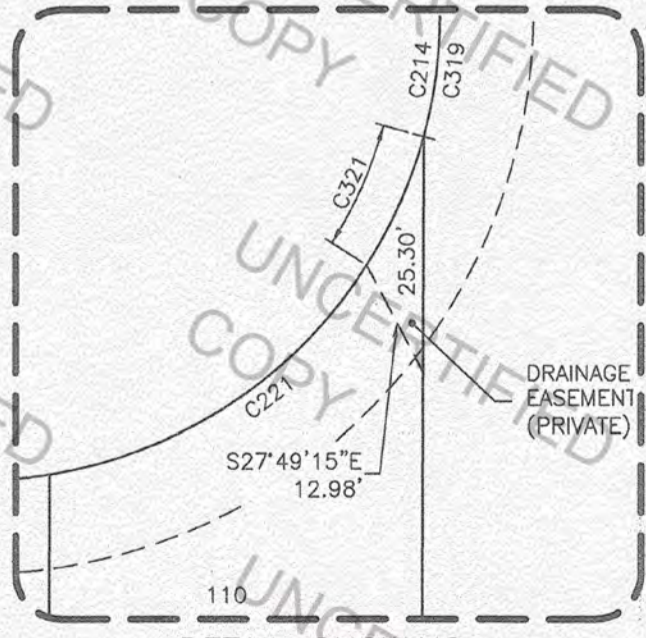
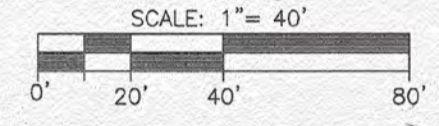
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

### LOT/TRACT CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C212	27°15'18"	815.00'	387.69'	384.04'	197.58'	S76°11'20"E
C213	48°11'23"	25.00'	21.03'	20.41'	11.18'	N65°43'18"W
C214	276°22'46"	50.00'	241.19'	66.67'	44.72'	N00°11'00"E
C215	48°11'23"	25.00'	21.03'	20.41'	11.18'	N66°05'19"E
C216	27°15'18"	765.00'	363.90'	360.48'	185.46'	S76°11'20"E
C217	2°45'31"	935.00'	45.02'	45.01'	22.51'	S77°42'24"E
C218	2°45'31"	935.00'	45.02'	45.01'	22.51'	S80°27'55"E
C219	2°45'31"	935.00'	45.02'	45.01'	22.51'	S83°13'26"E
C220	2°45'31"	935.00'	45.02'	45.01'	22.51'	S85°58'58"E
C221	65°38'37"	50.00'	57.28'	54.20'	32.25'	N48°03'23"E
C222	49°18'09"	50.00'	43.00'	41.68'	22.93'	S74°29'14"E
C223	8°13'33"	50.00'	7.18'	7.17'	3.60'	S45°44'23"E
C224	2°27'16"	815.00'	34.91'	34.91'	17.46'	S88°35'22"E
C225	2°45'31"	815.00'	39.24'	39.24'	19.62'	S85°58'58"E
C226	2°45'31"	815.00'	39.24'	39.24'	19.62'	S83°13'26"E
C227	2°45'31"	815.00'	39.24'	39.24'	19.62'	S80°27'55"E
C228	2°45'31"	815.00'	39.24'	39.24'	19.62'	S77°42'24"E
C229	3°29'25"	765.00'	46.60'	46.60'	23.31'	S78°08'02"E
C230	3°29'25"	765.00'	46.60'	46.60'	23.31'	S81°37'27"E
C231	3°29'25"	765.00'	46.60'	46.60'	23.31'	S85°06'53"E
C232	2°57'24"	765.00'	39.48'	39.47'	19.74'	S88°20'17"E
C233	10°44'27"	50.00'	9.37'	9.36'	4.70'	S47°21'51"W
C234	48°44'56"	50.00'	42.54'	41.27'	22.65'	S77°06'33"W
C235	78°07'03"	50.00'	68.17'	63.01'	40.57'	N39°27'28"W
C236	3°29'25"	645.00'	39.29'	39.29'	19.65'	S85°06'53"E
C237	3°29'25"	645.00'	39.29'	39.29'	19.65'	S81°37'27"E
C238	3°29'25"	645.00'	39.29'	39.29'	19.65'	S78°08'02"E
C239	24°48'02"	935.00'	404.72'	401.56'	205.58'	S74°57'42"E
C240	24°17'54"	645.00'	273.54'	271.49'	138.86'	S74°42'38"E
C319	15°38'01"	50.00'	13.64'	13.60'	6.86'	N07°25'04"E
C321	17°24'03"	50.00'	15.19'	15.13'	7.65'	N23°56'06"E

### LOT/TRACT LINE TABLE

LINE	BEARING	DISTANCE
L138	S89°49'00"E	16.41'
L139	S89°49'00"E	4.43'
L140	N89°49'00"W	20.85'
L141	S89°49'00"E	6.15'
L142	S89°49'00"E	14.70'
L143	S89°49'00"E	20.85'



DETAIL SHOWING DRAINAGE EASEMENT WITHIN LOT 110 (DETAIL SCALE: 1"=20')

### ROADWAY CENTERLINE CURVE TABLE

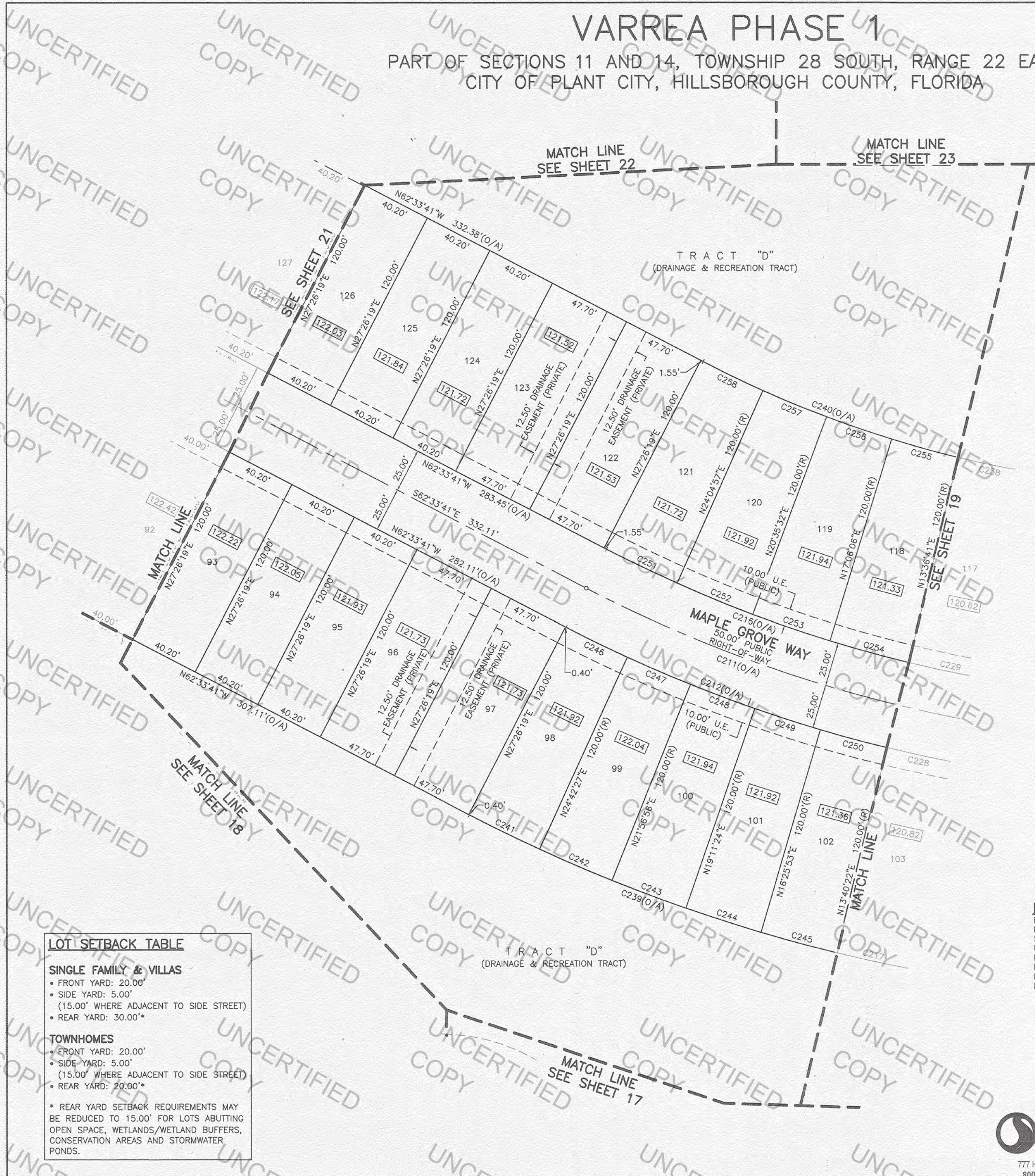
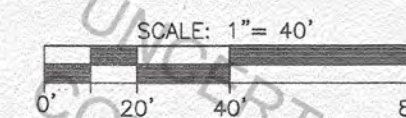
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C211	27°15'18"	790.00'	375.80'	372.26'	191.52'	S76°11'20"E



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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



LOT/TRACT CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C212	27°15'18"	815.00'	387.69'	384.04'	197.58'	S76°11'20"E
C216	27°15'18"	765.00'	363.90'	360.48'	185.46'	S76°11'20"E
C239	24°48'02"	935.00'	404.72'	401.56'	205.58'	S74°57'42"E
C240	24°17'54"	645.00'	273.54'	271.49'	138.86'	S74°42'36"E
C241	2°43'52"	935.00'	44.57'	44.56'	22.29'	S63°55'37"E
C242	2°45'31"	935.00'	45.02'	45.01'	22.51'	S66°40'19"E
C243	2°45'31"	935.00'	45.02'	45.01'	22.51'	S69°25'50"E
C244	2°45'31"	935.00'	45.02'	45.01'	22.51'	S72°11'21"E
C245	2°45'31"	935.00'	45.02'	45.01'	22.51'	S74°56'53"E
C246	2°43'52"	815.00'	38.85'	38.84'	19.43'	S63°55'37"E
C247	2°45'31"	815.00'	39.24'	39.24'	19.62'	S66°40'19"E
C248	2°45'31"	815.00'	39.24'	39.24'	19.62'	S69°25'50"E
C249	2°45'31"	815.00'	39.24'	39.24'	19.62'	S72°11'21"E
C250	2°45'31"	815.00'	39.24'	39.24'	19.62'	S74°56'53"E
C251	3°21'22"	765.00'	44.81'	44.80'	22.41'	S64°14'22"E
C252	3°29'25"	765.00'	46.60'	46.60'	23.31'	S67°39'46"E
C253	3°29'25"	765.00'	46.60'	46.60'	23.31'	S71°09'11"E
C254	3°29'25"	765.00'	46.60'	46.60'	23.31'	S74°38'36"E
C255	3°29'25"	645.00'	39.29'	39.29'	19.65'	S74°38'36"E
C256	3°29'25"	645.00'	39.29'	39.29'	19.65'	S71°09'11"E
C257	3°29'25"	645.00'	39.29'	39.29'	19.65'	S67°39'46"E
C258	3°21'22"	645.00'	37.78'	37.78'	18.90'	S64°14'22"E

ROADWAY CENTERLINE CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C211	27°15'18"	790.00'	375.80'	372.26'	191.52'	S76°11'20"E

LOT SETBACK TABLE	
<b>SINGLE FAMILY &amp; VILLAS</b>	
• FRONT YARD:	20.00'
• SIDE YARD:	5.00'
(15.00' WHERE ADJACENT TO SIDE STREET)	
• REAR YARD:	30.00'*
<b>TOWNHOMES</b>	
• FRONT YARD:	20.00'
• SIDE YARD:	5.00'
(15.00' WHERE ADJACENT TO SIDE STREET)	
• REAR YARD:	20.00'*
* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.	

**DRAINAGE EASEMENT NOTE**  
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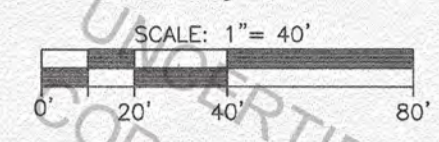


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**VARREA PHASE 1**  
PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C206	83°59'45"	25.00'	36.65'	33.46'	22.51'	N69°26'11"E
C260	90°00'00"	25.00'	39.27'	35.36'	25.00'	S72°26'19"W
C261	84°58'40"	25.00'	37.08'	33.77'	22.90'	S20°04'21"E
C262	22°16'58"	325.00'	126.39'	125.60'	64.01'	N11°16'30"E
C263	17°43'12"	325.00'	100.51'	100.11'	50.66'	N13°33'23"E
C264	3°27'54"	325.00'	19.65'	19.65'	9.83'	N02°57'50"E
C266	27°18'18"	275.00'	131.05'	129.82'	66.80'	N13°47'10"E
C267	8°47'16"	275.00'	42.18'	42.14'	21.13'	N23°02'41"E
C268	11°56'09"	275.00'	57.29'	57.18'	28.75'	N12°40'58"E
C269	6°34'52"	275.00'	31.59'	31.57'	15.81'	N03°25'27"E
C270	12°39'50"	453.00'	100.13'	99.92'	50.27'	N74°53'52"W
C271	32°26'26"	453.00'	256.49'	253.07'	131.78'	S82°33'00"W
C272	8°47'16"	165.00'	23.77'	23.75'	11.91'	N23°02'41"E
C273	26°54'46"	25.00'	11.74'	11.64'	5.98'	N61°06'43"E
C274	54°23'06"	25.00'	23.73'	22.85'	12.84'	N20°27'47"E
C320	2°08'09"	325.00'	12.12'	12.11'	6.06'	N05°45'52"E

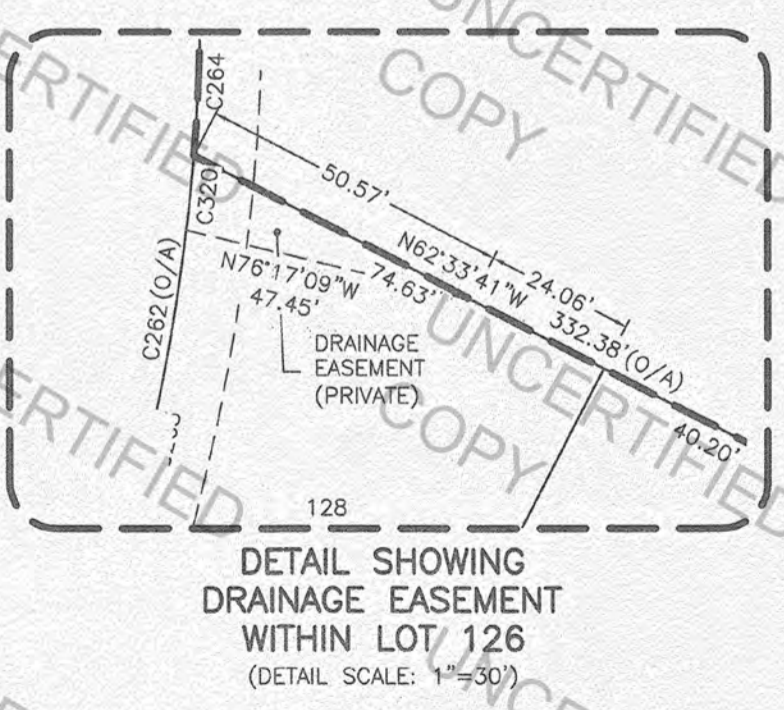
**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L144	N74°34'06"E	10.22'
L145	N47°39'20"E	17.60'
L146	N47°39'20"E	3.23'
L147	N47°39'20"E	20.83'

**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C256	27°18'18"	300.00'	142.97'	141.62'	72.87'	N13°47'10"E

**DRAINAGE EASEMENT NOTE**  
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.



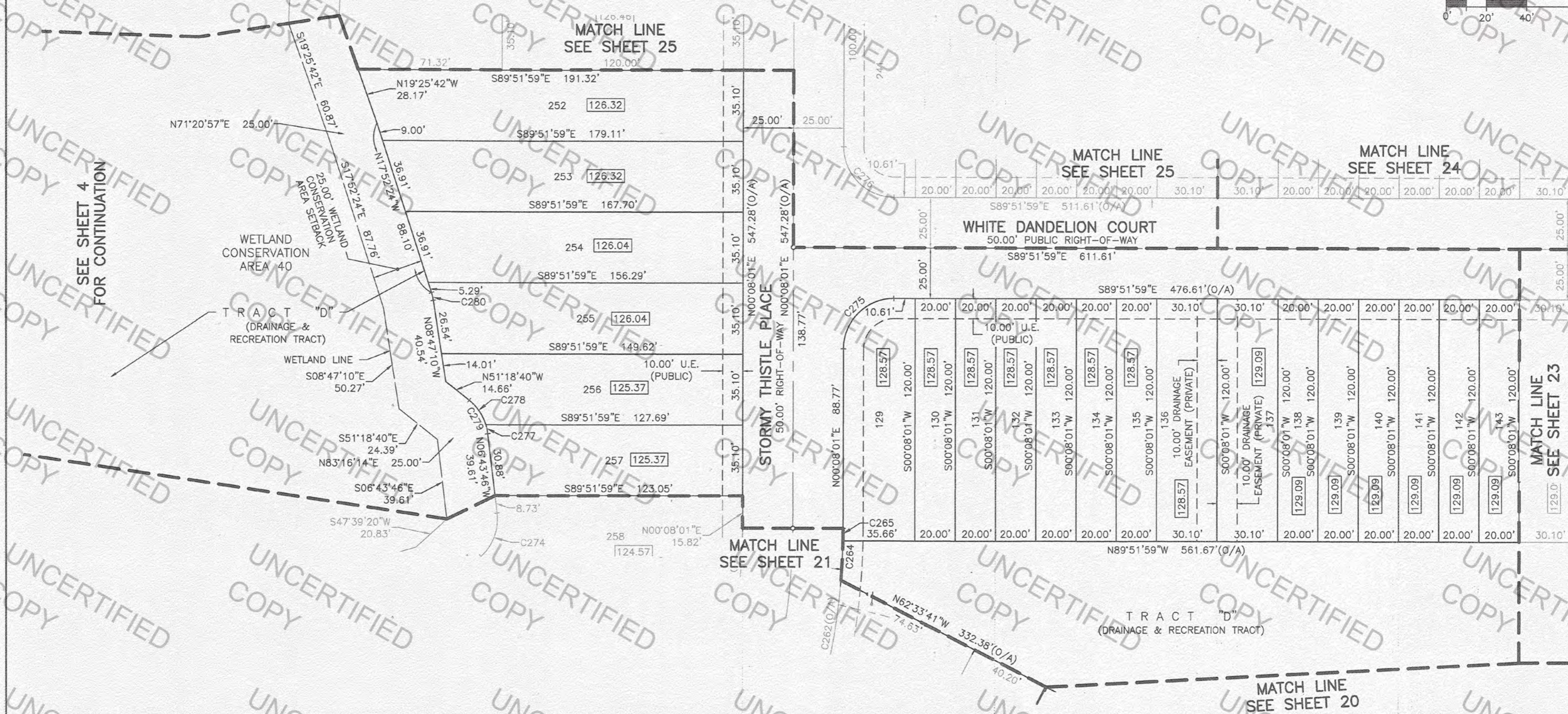
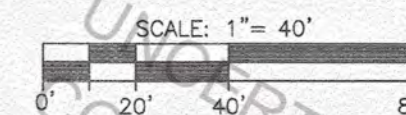
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WETLAND CONSERVATION AREA NOTE

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VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



SEE SHEET 4 FOR CONTINUATION

MATCH LINE SEE SHEET 25

MATCH LINE SEE SHEET 25

MATCH LINE SEE SHEET 24

MATCH LINE SEE SHEET 21

MATCH LINE SEE SHEET 20

MATCH LINE SEE SHEET 23

LOT/TRACT CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C264	3°27'54"	325.00'	19.65'	19.65'	9.83'	N02°57'50"E
C265	1°05'52"	325.00'	6.23'	6.23'	3.11'	N00°40'57"E
C275	90°00'00"	25.00'	39.27'	35.36'	25.00'	S45°08'01"W
C277	10°24'51"	25.00'	4.54'	4.54'	2.28'	N11°56'11"W
C278	34°10'03"	25.00'	14.91'	14.69'	7.68'	N34°13'39"W
C279	44°34'54"	25.00'	19.45'	18.97'	10.25'	N29°01'13"W
C280	9°05'14"	25.00'	3.96'	3.96'	1.99'	N13°19'47"W

LOT SETBACK TABLE

SINGLE FAMILY & VILLAS

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

TOWNHOMES

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

DRAINAGE EASEMENT NOTE

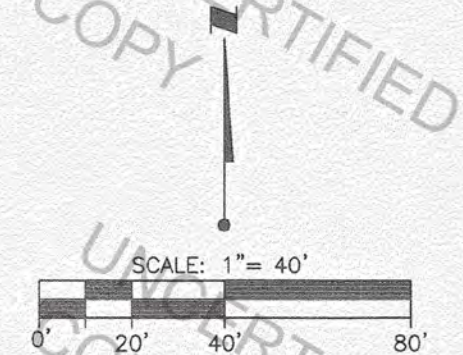
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# VARREA PHASE 1

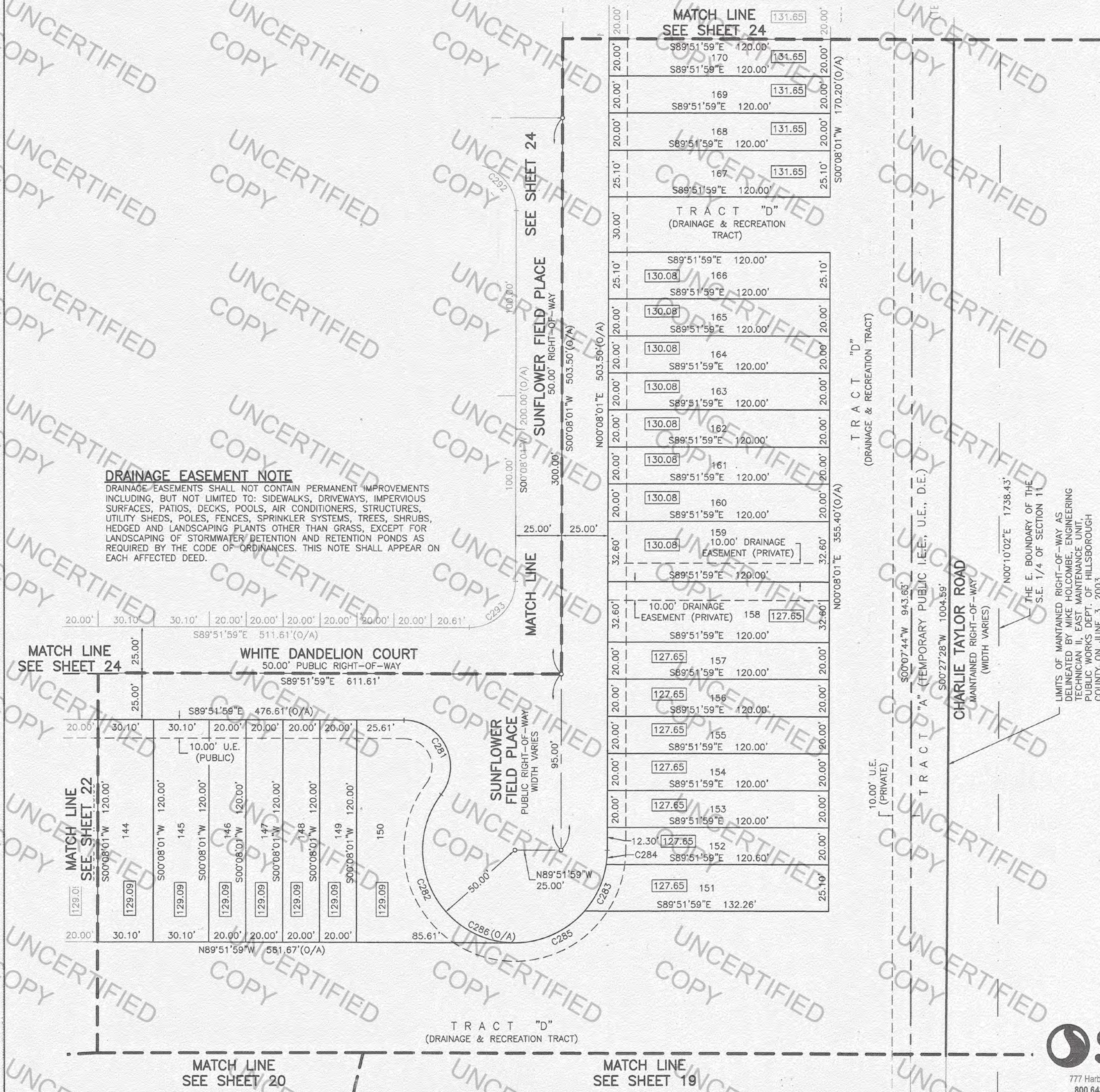
PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



LOT/TRACT CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C281	126°52'12"	25.00'	55.36'	44.72'	50.00'	N26°25'53"W
C282	126°52'12"	50.00'	110.71'	89.44'	100.00'	S26°25'53"E
C283	32°08'10"	50.00'	28.04'	27.68'	14.40'	N25°03'29"E
C284	8°51'23"	50.00'	7.73'	7.72'	3.87'	N04°33'45"E
C285	49°00'27"	50.00'	42.77'	41.48'	22.79'	N65°37'48"E
C286	216°52'12"	50.00'	189.25'	94.87'	150.00'	S71°25'53"E

LOT SETBACK TABLE	
<b>SINGLE FAMILY &amp; VILLAS</b>	
• FRONT YARD:	20.00'
• SIDE YARD:	5.00'
(15.00' WHERE ADJACENT TO SIDE STREET)	
• REAR YARD:	30.00'*
<b>TOWNHOMES</b>	
• FRONT YARD:	20.00'
• SIDE YARD:	5.00'
(15.00' WHERE ADJACENT TO SIDE STREET)	
• REAR YARD:	20.00'*
* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.	

**DRAINAGE EASEMENT NOTE**  
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TRACT "D" (DRAINAGE & RECREATION TRACT)	
169	131.65
168	131.65
167	131.65
166	130.08
165	130.08
164	130.08
163	130.08
162	130.08
161	130.08
160	130.08
159	130.08
157	127.65
156	127.65
155	127.65
154	127.65
153	127.65
152	127.65
151	127.65



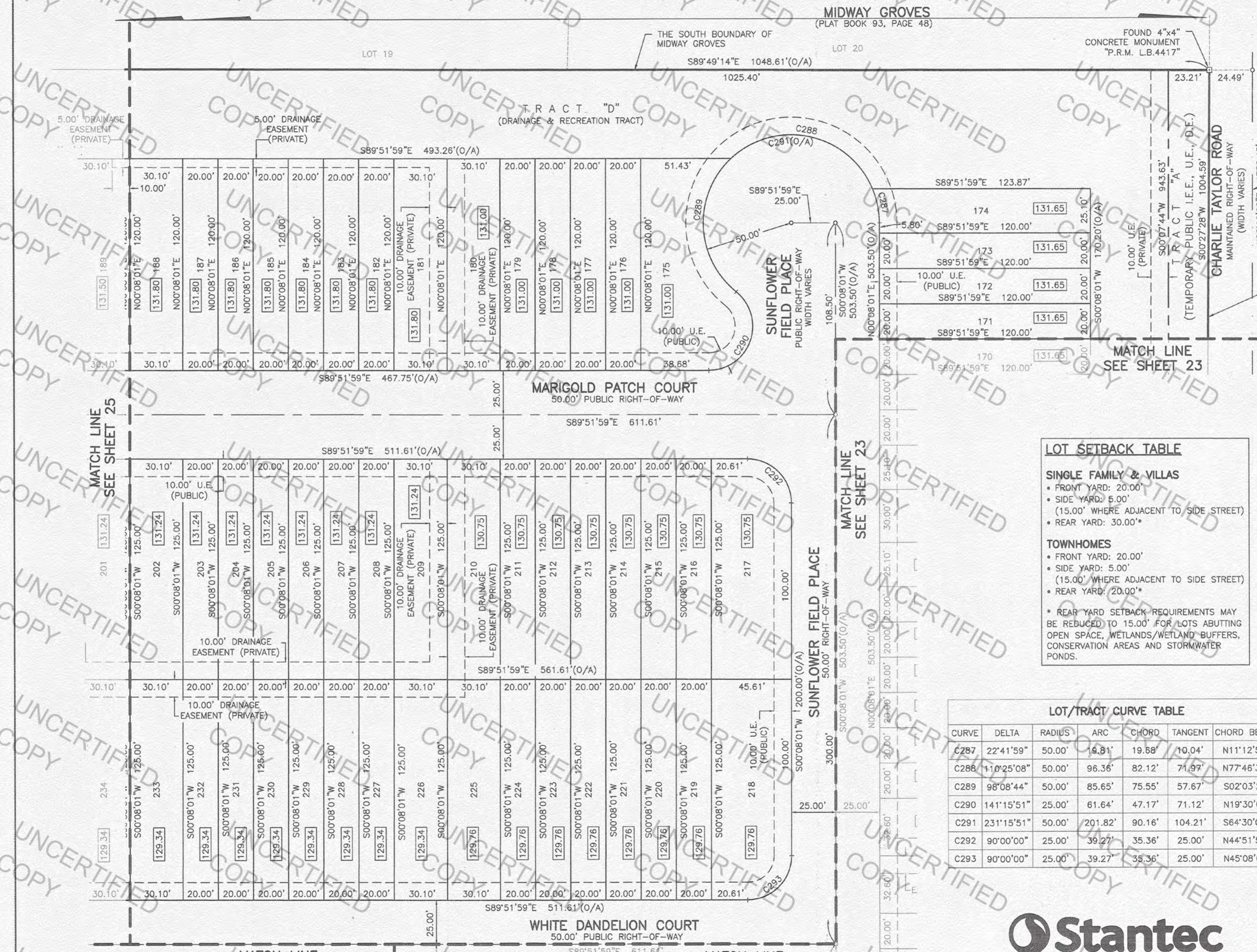
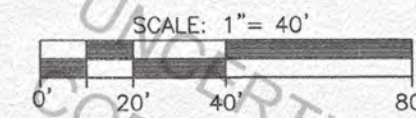
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

**DRAINAGE EASEMENT NOTE**

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**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'\*

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00' (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'\*

\* REAR YARD SETBACK REQUIREMENTS MAY BE REDUCED TO 15.00' FOR LOTS ABUTTING OPEN SPACE, WETLANDS/WETLAND BUFFERS, CONSERVATION AREAS AND STORMWATER PONDS.

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C287	22°41'59"	50.00'	4.81'	19.88'	10.04'	N11°12'58"W
C288	110°25'08"	50.00'	96.36'	82.12'	71.97'	N77°46'32"W
C289	98°08'44"	50.00'	85.65'	75.55'	57.67'	S02°03'28"E
C290	141°15'51"	25.00'	61.64'	47.17'	71.12'	N19°30'06"E
C291	231°15'51"	50.00'	201.82'	90.16'	104.21'	S64°30'06"W
C292	90°00'00"	25.00'	39.27'	35.36'	25.00'	N44°51'59"W
C293	90°00'00"	25.00'	39.27'	35.36'	25.00'	N45°08'01"E



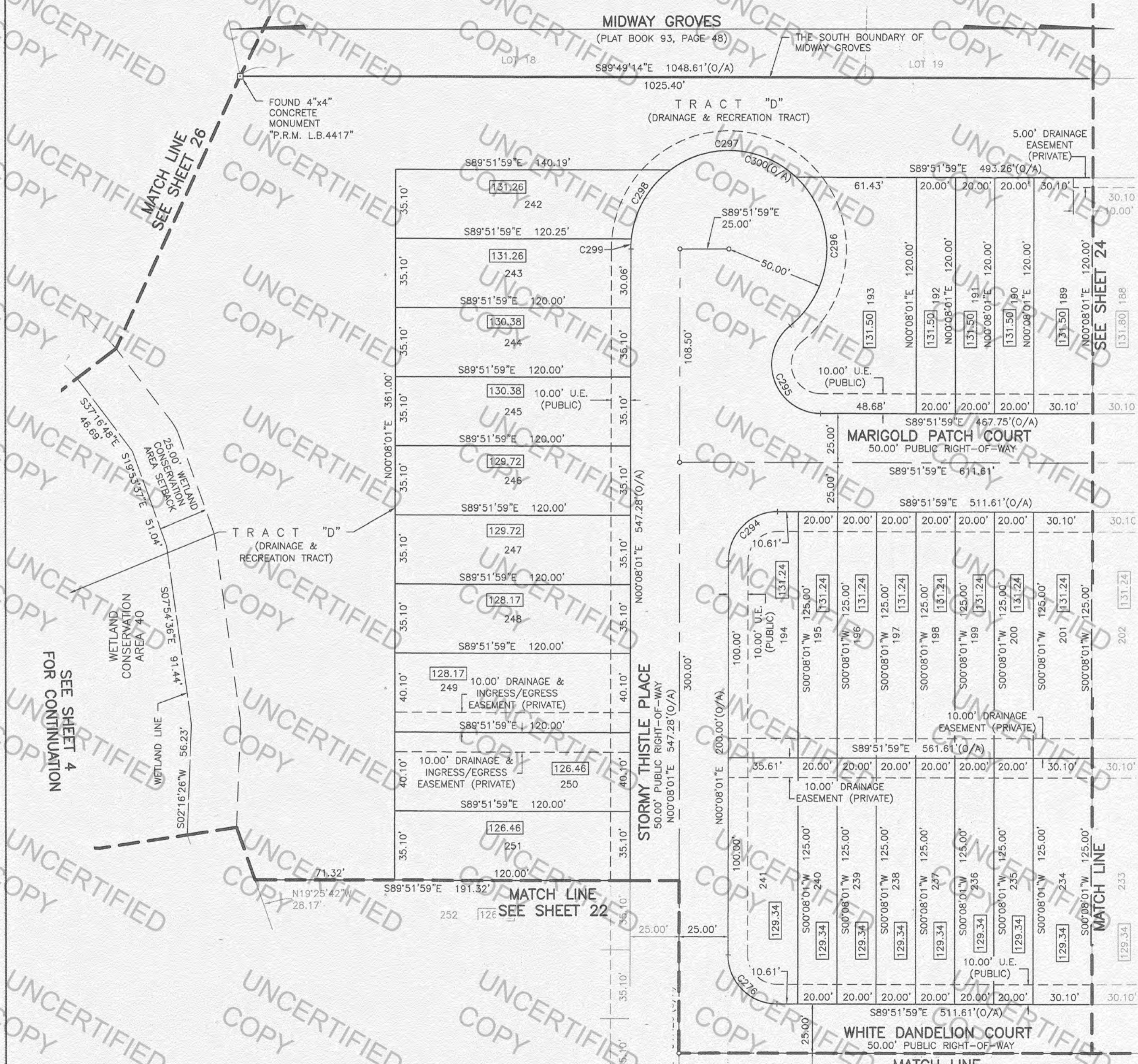
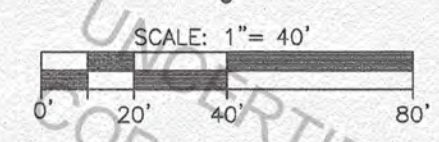
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**WETLAND CONSERVATION AREA NOTE**

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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C276	90°00'00"	25.00'	39.27'	35.36'	25.00'	S44°51'59"E
C294	90°00'00"	25.00'	39.27'	35.36'	25.00'	S45°08'01"W
C295	141°15'51"	25.00'	61.64'	47.17'	71.12'	S19°14'03"E
C296	98°08'44"	50.00'	85.85'	75.55'	57.67'	N02°19'30"E
C297	79°43'11"	50.00'	69.57'	64.09'	41.75'	N86°36'27"W
C298	47°36'48"	50.00'	41.85'	40.37'	22.06'	S29°43'33"W
C299	5°47'08"	50.00'	5.05'	5.05'	2.53'	S03°01'35"W
C300	231°15'51"	50.00'	201.82'	90.16'	104.21'	N64°14'03"W

**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'  
(15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'\*

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'  
(15.00' WHERE ADJACENT TO SIDE STREET)
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**DRAINAGE EASEMENT NOTE**

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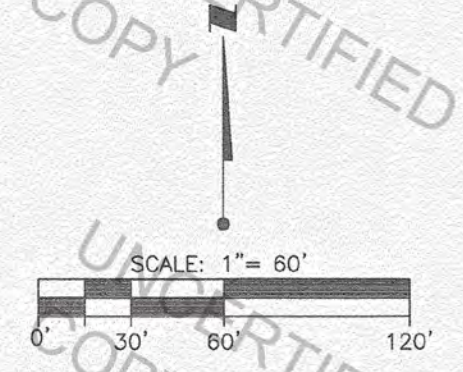


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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

**WETLAND CONSERVATION AREA NOTE**  
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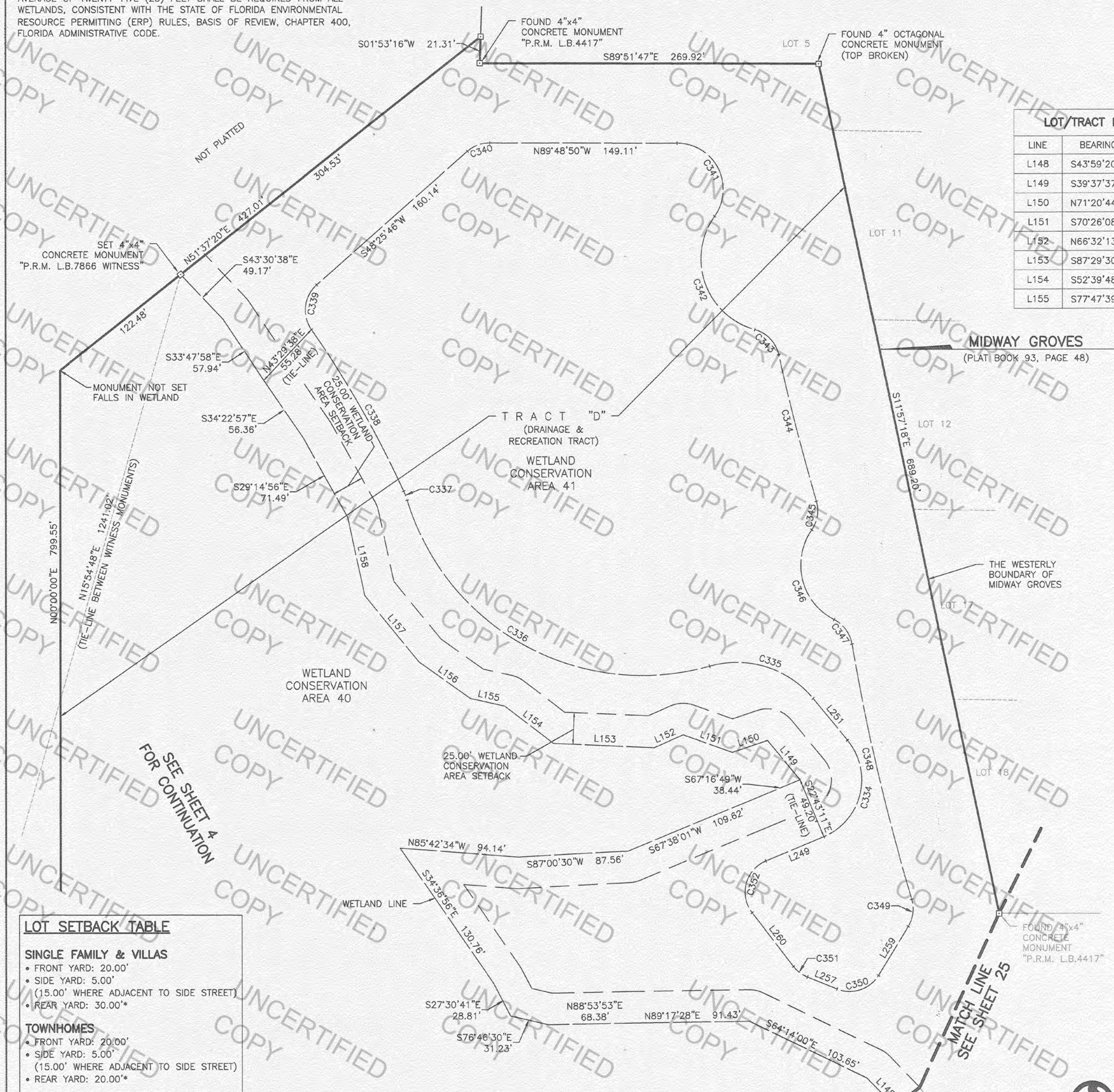
**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L148	S43°59'20"E	31.62'
L149	S39°37'37"E	40.51'
L150	N71°20'44"E	29.54'
L151	S70°26'08"E	44.57'
L152	N66°32'13"E	25.15'
L153	S87°29'30"E	80.16'
L154	S52°39'48"E	48.86'
L155	S77°47'39"E	27.92'

**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L156	S54°33'38"E	49.82'
L157	S39°17'30"E	68.20'
L158	S12°19'09"E	63.23'
L249	S67°16'49"W	38.59'
L251	S39°37'37"E	42.84'
L257	S67°52'01"E	25.30'
L259	N31°24'32"E	45.50'
L260	S37°43'34"E	53.86'

**MIDWAY GROVES**  
(PLAT BOOK 93, PAGE 48)



**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C334	106°54'25"	49.20'	91.80'	79.05'	66.38'	S13°49'36"W
C335	66°04'59"	79.20'	91.35'	86.37'	51.51'	S72°40'06"E
C336	88°48'47"	195.80'	303.51'	274.02'	191.78'	S61°18'13"E
C337	7°36'33"	58.20'	7.76'	7.76'	3.89'	S20°43'06"E
C338	10°25'06"	813.26'	147.87'	147.67'	74.14'	S29°44'56"E
C339	83°23'15"	26.80'	39.00'	35.65'	23.87'	S06°44'08"W
C340	41°45'23"	26.80'	19.53'	19.10'	10.22'	S69°18'27"W
C341	125°25'06"	36.80'	80.55'	65.41'	71.33'	N27°06'18"W
C342	110°13'33"	58.20'	111.97'	95.48'	83.47'	N19°30'31"W
C343	61°59'06"	26.80'	28.99'	27.60'	16.10'	N43°37'45"W
C344	3°35'29"	1915.20'	120.05'	120.03'	60.05'	N14°25'57"W
C345	51°14'02"	26.80'	23.96'	23.17'	12.85'	N09°23'19"E
C346	98°09'56"	48.20'	82.58'	72.85'	55.61'	N14°04'37"W
C347	53°36'46"	26.80'	25.08'	24.17'	13.54'	N36°21'12"W
C348	7°04'49"	1685.20'	208.25'	208.11'	104.26'	N13°05'13"W
C349	48°02'10"	26.80'	22.47'	21.82'	11.94'	N07°23'27"E
C350	80°43'27"	26.80'	37.76'	34.71'	22.78'	N71°46'16"E
C351	30°08'27"	26.80'	14.10'	13.94'	7.22'	S52°47'47"E
C352	105°21'35"	26.80'	49.28'	42.63'	35.15'	S14°57'14"W

**LOT SETBACK TABLE**

**SINGLE FAMILY & VILLAS**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 30.00'

**TOWNHOMES**

- FRONT YARD: 20.00'
- SIDE YARD: 5.00'
- (15.00' WHERE ADJACENT TO SIDE STREET)
- REAR YARD: 20.00'

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SEE SHEET 4 FOR CONTINUATION



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**VARREA PHASE 1**

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

**LOT/TRACT LINE TABLE**

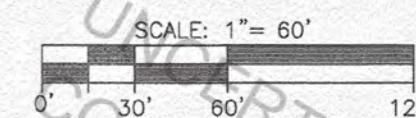
LINE	BEARING	DISTANCE
L159	S17°09'07"W	54.60'
L160	S41°12'43"W	62.69'
L161	S28°08'28"W	88.87'
L162	N55°37'44"W	46.97'
L163	S78°21'25"W	24.72'
L164	N22°43'35"W	34.57'
L165	N12°36'39"E	43.01'
L166	N13°19'39"E	41.32'
L167	N23°08'32"E	87.12'
L168	N19°33'02"E	51.25'
L169	S85°45'21"W	35.68'
L170	N37°25'28"W	35.07'
L171	S25°37'02"W	30.07'
L172	S00°12'17"E	37.79'
L173	N34°42'35"W	33.24'
L174	S58°02'08"W	42.24'
L175	S50°41'09"E	39.84'
L176	S01°17'19"E	16.54'
L177	S36°13'17"E	38.47'
L178	S00°12'51"W	14.97'

**LOT/TRACT CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C147	86°27'58"	170.00'	256.55'	232.89'	159.83'	S70°26'14"E
C301	49°51'03"	158.00'	137.47'	133.17'	73.43'	S88°44'42"E
C306	35°09'50"	230.00'	141.16'	138.95'	72.88'	N44°47'10"W
C307	9°54'24"	1120.00'	193.65'	193.41'	97.07'	S57°24'53"E

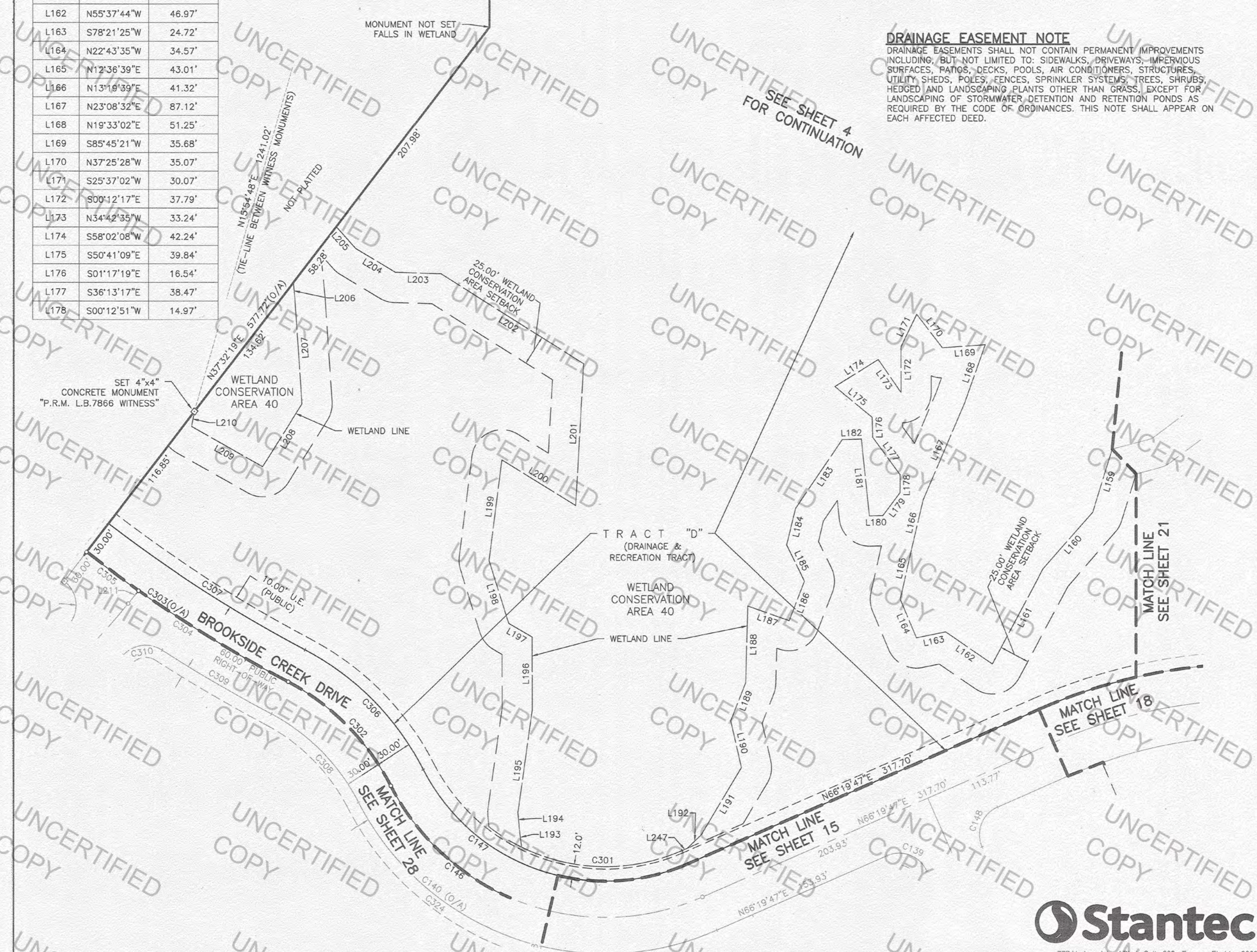
**ROADWAY CENTERLINE CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C146	86°27'58"	200.00'	301.82'	273.99'	186.03'	S70°26'14"E
C302	35°09'50"	200.00'	122.74'	120.83'	63.37'	S44°47'10"E
C303	9°54'24"	1150.00'	198.84'	198.59'	99.67'	S57°24'53"E



**DRAINAGE EASEMENT NOTE**

DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.



**LOT/TRACT LINE TABLE**

LINE	BEARING	DISTANCE
L179	S36°54'22"W	23.65'
L180	S88°47'07"W	11.13'
L181	N06°05'20"W	64.04'
L182	S88°01'23"W	15.71'
L183	S34°05'55"W	69.01'
L184	S13°38'37"W	30.96'
L185	S26°09'19"E	33.33'
L186	S21°02'32"W	34.95'
L187	N70°37'39"W	36.52'
L188	S01°26'09"W	63.41'
L189	S21°27'50"W	33.97'
L190	S12°58'44"E	39.52'
L191	S30°56'27"W	64.60'
L192	S46°16'18"W	16.21'
L193	N06°38'31"W	16.97'
L194	N05°02'49"W	11.74'
L195	N08°02'00"E	85.23'
L196	N00°05'14"W	60.42'
L197	N59°51'40"W	22.58'
L198	N17°23'53"W	54.42'
L199	N07°13'58"E	83.96'
L200	S58°11'08"E	72.00'
L201	N03°12'01"E	117.43'
L202	N67°47'42"W	139.80'
L203	N88°24'48"W	37.74'
L204	N59°11'26"W	38.09'
L205	N41°45'12"W	24.35'
L206	S05°32'34"E	13.33'
L207	S03°51'37"E	87.34'
L208	S32°12'13"W	61.25'
L209	N60°37'12"W	67.53'
L210	N10°32'23"E	12.57'
L247	S66°19'47"W	4.60'



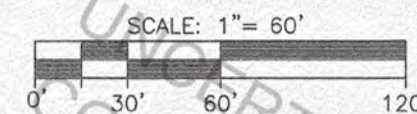
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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA

### WETLAND CONSERVATION AREA NOTE

ALL WETLAND AREAS SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446, LAWS OF FLORIDA, AS AMENDED BY CHAPTER 87-495, AND CHAPTER 1-11, RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, EXCEPT AS OTHERWISE PROVIDED FOR BY VARIANCE, WITHIN THE LIMITS OF THE CITY OF PLANT CITY, A MINIMUM SETBACK OF FIFTEEN (15) FEET AND AN AVERAGE OF TWENTY-FIVE (25) FEET SHALL BE REQUIRED FROM ALL WETLANDS, CONSISTENT WITH THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMITTING (ERP) RULES, BASIS OF REVIEW, CHAPTER 400, FLORIDA ADMINISTRATIVE CODE.



### DRAINAGE EASEMENT NOTE

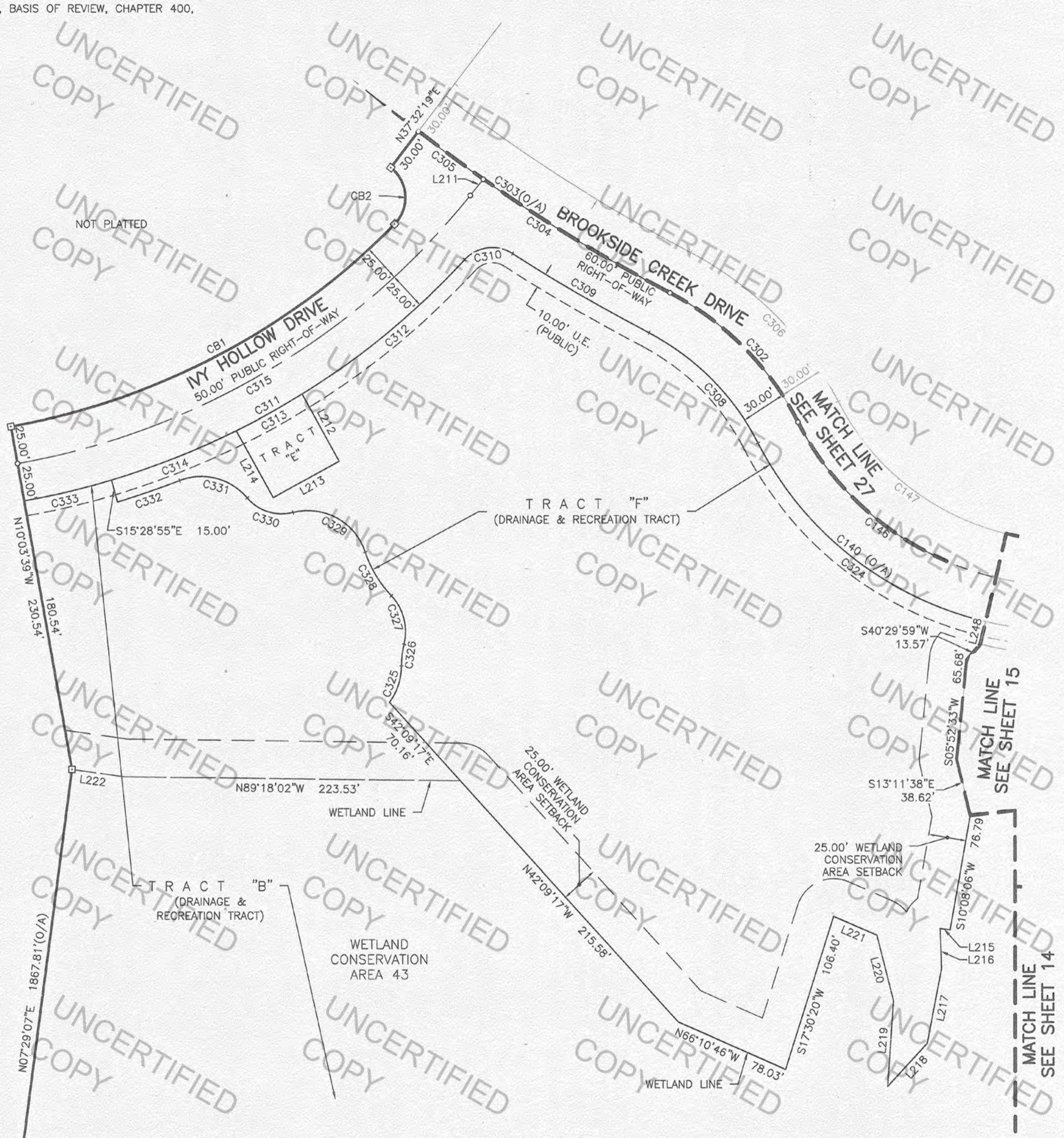
DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO: SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGED AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE CODE OF ORDINANCES. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

### ROADWAY CENTERLINE CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C146	86°27'58"	200.00'	301.82'	273.99'	188.03'	S70°26'14"E
C302	35°09'50"	200.00'	122.74'	120.83'	63.37'	S44°47'10"E
C303	9°54'24"	1150.00'	198.84'	198.59'	96.67'	S57°24'53"E
C304	7°14'06"	1150.00'	145.22'	145.12'	72.71'	S58°45'02"E
C305	2°40'18"	1150.00'	53.62'	53.62'	26.82'	S53°47'50"E
C315	40°56'01"	500.00'	357.21'	349.66'	186.61'	S59°28'20"W

### LOT/TRACT CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C140	37°04'08"	230.00'	148.80'	146.22'	77.11'	N84°51'50"E
C308	35°09'50"	170.00'	104.33'	102.70'	53.87'	N44°47'10"W
C309	5°05'49"	1180.00'	104.97'	104.94'	52.52'	S59°49'11"E
C310	79°51'31"	25.00'	34.84'	32.09'	20.92'	S82°47'58"W
C311	37°04'08"	525.00'	339.66'	333.77'	176.01'	N61°24'17"E
C312	15°20'59"	525.00'	140.65'	140.23'	70.75'	N50°32'42"E
C313	5°27'32"	525.00'	50.02'	50.00'	25.03'	N60°56'58"E
C314	9°44'52"	525.00'	89.32'	89.21'	44.77'	N66°33'09"E
C324	49°23'52"	230.00'	198.29'	192.21'	105.78'	S51°54'11"E
C325	37°03'49"	40.00'	25.88'	25.43'	13.41'	N18°16'10"E
C326	14°30'14"	57.00'	14.43'	14.39'	7.25'	S06°59'22"W
C327	57°50'51"	34.25'	34.58'	33.13'	18.93'	N14°40'56"W
C328	25°21'13"	77.00'	34.07'	33.80'	17.32'	S30°55'45"E
C328	86°12'53"	40.00'	60.19'	54.67'	37.44'	N61°21'35"W
C330	64°13'38"	30.00'	33.63'	31.90'	18.83'	S72°21'12"E
C331	70°56'22"	40.00'	49.53'	46.42'	28.50'	N75°42'34"W
C332	4°38'09"	540.00'	43.69'	43.68'	21.86'	N71°08'20"E
C333	6°30'45"	525.00'	59.67'	59.64'	29.87'	N76°40'58"E
CB1	53°50'22"	175.00'	164.44'	158.46'	88.86'	N34°18'04"W
CB2	13°50'40"	187.00'	45.19'	45.08'	22.70'	N14°18'13"W



SEE SHEET 4 FOR CONTINUATION

#### LOT/TRACT LINE TABLE

LINE	BEARING	DISTANCE
L212	S29°03'02"E	50.60'
L213	S60°56'58"W	50.00'
L214	N29°03'02"W	50.60'
L215	N82°33'23"W	6.72'
L216	S02°06'32"E	26.52'

#### LOT/TRACT LINE TABLE

LINE	BEARING	DISTANCE
L217	S10°58'11"W	50.38'
L218	S42°36'57"W	38.97'
L219	N03°59'19"E	57.13'
L220	N14°14'08"W	44.68'
L221	N66°33'28"W	31.43'

#### LOT/TRACT LINE TABLE

LINE	BEARING	DISTANCE
L222	N81°57'57"W	35.16'
L248	N13°17'29"E	15.40'

#### ROADWAY CENTERLINE LINE TABLE

LINE	BEARING	DISTANCE
L211	S39°00'20"W	13.70'



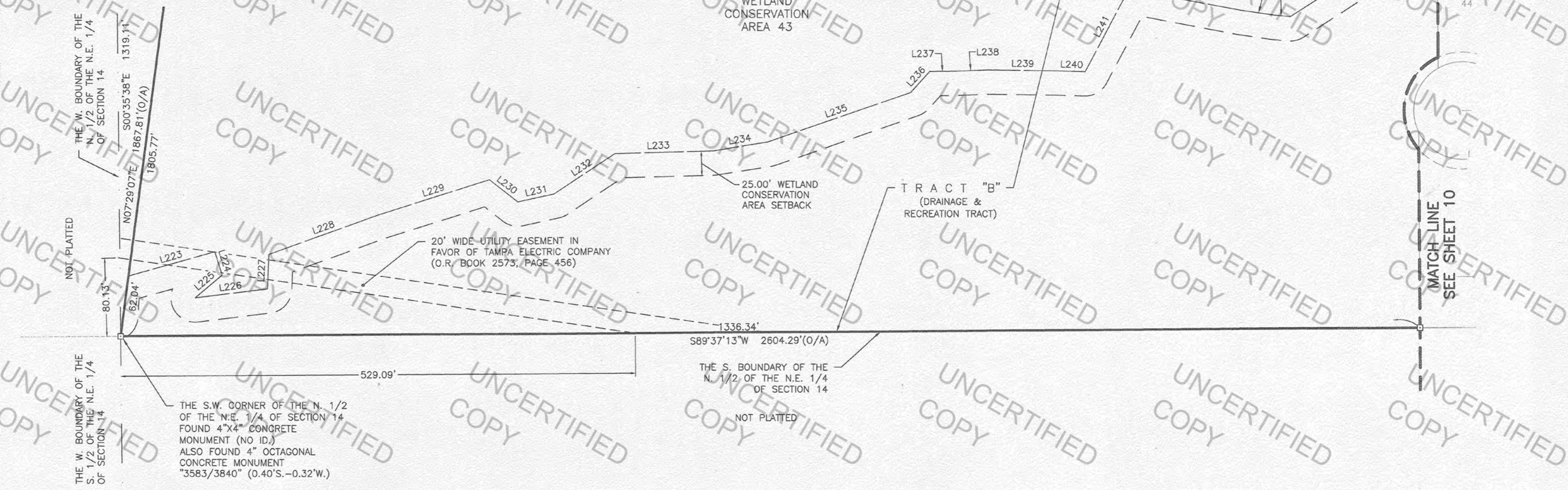
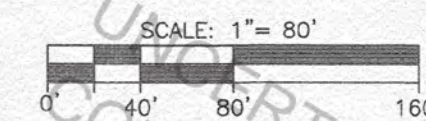
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**WETLAND CONSERVATION AREA NOTE**

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# VARREA PHASE 1

PART OF SECTIONS 11 AND 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST  
CITY OF PLANT CITY, HILLSBOROUGH COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L223	N74°19'44"E	92.17'
L224	S17°21'54"E	25.03'
L225	S49°47'13"W	36.23'
L226	N82°54'31"E	74.94'
L227	N02°18'50"E	35.37'
L228	N70°13'57"E	119.01'
L229	N72°19'45"E	120.26'
L230	S52°11'06"E	37.06'
L231	N77°51'29"E	38.21'
L232	N56°23'25"E	74.88'
L233	N88°30'26"E	101.39'
L234	N81°00'23"E	56.63'

LINE	BEARING	DISTANCE
L235	N70°57'14"E	155.34'
L236	N42°18'02"E	29.35'
L237	N89°26'49"E	26.11'
L238	N87°44'33"E	33.56'
L239	S89°17'11"E	70.89'
L240	S88°13'01"E	29.31'
L241	N28°04'14"E	93.71'
L242	S79°20'35"E	117.02'
L243	S81°48'44"E	34.29'
L244	S85°01'31"E	17.16'
L245	N57°21'29"E	78.32'
L246	N09°44'42"E	49.84'



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**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

**INTRODUCTION**

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here:

<https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc. ) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

**GENERAL INSTRUCTIONS FOR USING THE TEMPLATE**

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

## Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Varrea South Community Development District
Name of stormwater utility, if applicable:	N/A
Contact Person	
Name:	Tonja Stewart, PE, Stantec Consulting Services Inc.
Position/Title:	CDD Engineer
Email Address:	tonja.stewart@stantec.com
Phone Number:	(813)223-9500

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

## Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The Varrea South Community Development District ("CDD") is a new CDD with no completed infrastructure. Long term maintenance will be planned over the next 5 years as the construction is completed and control transitions to the residents. Stormwater ponds and storm sewer systems within the CDD are planned to be owned and maintained by the CDD.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Part 1.2 Current Stormwater Program Activities:**

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?



If yes, please describe your funding mechanism.

General Fund/Operation and Maintenance Budget

- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):

- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):
 

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	No
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	No
A system for managing stormwater complaints?	No
Other specific activities?	

Notes or Comments on any of the above:

**Part 1.3 Current Stormwater Program Operation and Maintenance Activities**

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)? Yes

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, <i>etc.</i> ?	No
Debris and trash removal from pond skimmers, inlet grates, ditches, <i>etc.</i> ?	No
Invasive plant management associated with stormwater infrastructure?	No
Ditch cleaning?	No
Sediment removal from the stormwater system (vacator trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, <i>etc.</i> )?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, <i>etc.</i> ?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

To be determined as stormwater management facilities come on line.

**Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)**

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	0.00	
Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	0	
Number of chemical treatment systems ( <i>e.g.</i> , alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures ( <i>e.g.</i> , operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		


Notes or Comments on any of the above:

Culverts, stormwater management systems and control structures will be added as they are constructed.

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	No	
Living shorelines	No	

Other Best Management Practices:


Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects
- Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Varrea Community Development District is located within Hillsborough County.

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.* ).

[Proceed to Part 5](#)

**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

**Routine Operation and Maintenance**

**Expenditures (in \$thousands)**

LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
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Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

**Part 5.2 Future Expansion (Committed Funding Source)**

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project’s remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

**5.2.1 Flood Protection (Committed Funding Source):** Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc.* Also include major hardware purchases such as vactor/jet trucks.

**5.2.2 Water Quality Projects (Committed Funding Source):** Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.*, that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

**Expansion Projects with a Committed Funding Source**

**5.2.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.2.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42



**Part 5.3 Future Expansion with No Identified Funding Source**

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

**5.3.1 Future Flood Protection with No Identified Funding Source:** Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

**5.3.2 Future Water Quality Projects with no Identified Funding Source:** Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

**Expansion Projects with No Identified Funding Source**

**5.3.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.3.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- Stormwater Master Plan
- Basin Studies or Engineering Reports
- Adopted BMAP

- Adopted Total Maximum Daily Load
- Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
- Specify:
- Other(s):

**Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc . Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction’s total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**End of Useful Life Replacement Projects with a Committed Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**End of Useful Life Replacement Projects with No Identified Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M**

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17						0	
2017-18						0	
2018-19						0	
2019-20						0	
2020-21						0	

**Expansion**

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

**Resiliency**

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						

2020-21	0						
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**Replacement of Aging Infrastructure**

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

**Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

<b>Strategies for New Funding Sources</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
<b>Total</b>	0	0	0	0
<b>Remaining Unfunded Needs</b>	0	0	0	0















**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

## CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**Varrea South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Varrea of Hillsborough Community Association, Inc.**, a Florida not-for-profit corporation, whose address is 12602 Telecom Drive, Tampa, Florida 33637 ("**Association**").

### RECITALS

**WHEREAS**, the District was established by ordinance adopted by the City of Plant City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.**

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative

shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or



notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. In the future, the District will hold any permits applicable to the lands within its boundaries.

**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are

any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm’s length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

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

Its: \_\_\_\_\_

**VARREA OF HILLSBOROUGH COMMUNITY ASSOCIATION, INC.**

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

Its: \_\_\_\_\_

**EXHIBIT A:**     Scope of Work

DRAFT

**EXHIBIT A  
SCOPE OF WORK**

**DISTRICT IMPROVEMENTS**

The District owns and operates an amenity center as well as stormwater, hardscaping, landscaping, irrigation, and wetland improvements (“**Improvements**”) within Tracts A, B, C, D and F, and all Private Drainage Easements, each as identified on the plat entitled “VARREA PHASE 1,” and recorded in Plat Book \_\_\_, Pages \_\_\_ et seq., of the Public Records of Hillsborough County, Florida. The Association shall operate, maintain and repair the District Improvements as set forth herein.

**MAINTENANCE PROGRAM**

**Weekly:**

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District’s common areas, as needed, including but not limited to by periodically maintaining any irrigation pumps, meters and controllers.

**Monthly:**

- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

**Yearly:**

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Annual removal of nuisance and exotic plant species that become re-established for the life of the project.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.

Association shall provide any additional monitoring and maintenance of stormwater ponds and conservation areas to the extent necessary to ensure compliance with applicable permits and regulatory requirements.

Association shall also operate and maintain the District’s amenities facilities in accordance with industry standards, and all applicable laws and District rules.

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2022**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 5,405	\$ -	\$ 5,405
Undeposited funds	16,029	-	16,029
Due from Landowner	2,099	-	2,099
Due from general fund	-	2,195	2,195
Total assets	<u>\$ 23,533</u>	<u>\$ 2,195</u>	<u>\$ 25,728</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 15,353	\$ 2,195	\$ 17,548
Due to other	860	-	860
Due to Landowner	-	3,671	3,671
Due to debt service fund	2,195	-	2,195
Landowner advance	6,000	-	6,000
Total liabilities	<u>24,408</u>	<u>5,866</u>	<u>30,274</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	2,099	-	2,099
Total deferred inflows of resources	<u>2,099</u>	<u>-</u>	<u>2,099</u>
Fund balances:			
Restricted for:			
Debt service	-	(3,671)	(3,671)
Unassigned	(2,974)	-	(2,974)
Total fund balances	<u>(2,974)</u>	<u>(3,671)</u>	<u>(6,645)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,533</u>	<u>\$ 2,195</u>	<u>\$ 25,728</u>



**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 13,834	\$ 31,937	\$ 103,540	31%
Total revenues	<u>13,834</u>	<u>31,937</u>	<u>103,540</u>	31%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	2,000	18,000	48,000	38%
Legal	-	3,706	25,000	15%
Engineering	-	-	3,500	0%
Audit*	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	20	20	500	4%
Printing & binding	41	375	500	75%
Legal advertising	-	6,383	6,500	98%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	20	211	500	42%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>2,098</u>	<u>34,935</u>	<u>103,540</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	11,736	(2,998)	-	
Fund balances - beginning	<u>(14,710)</u>	<u>24</u>	<u>-</u>	
Fund balances - ending	<u>\$ (2,974)</u>	<u>\$ (2,974)</u>	<u>\$ -</u>	

\*These items will be realized after the issuance of bonds.

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED JUNE 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Cost of issuance	<u>-</u>	<u>2,285</u>
Total debt service	<u>-</u>	<u>2,285</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 (2,285)
 Fund balances - beginning	 (3,671)	 (1,386)
Fund balances - ending	<u><u>\$ (3,671)</u></u>	<u><u>\$ (3,671)</u></u>

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14**

**DRAFT**

**MINUTES OF MEETING  
VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Varrea South Community Development District held a Public Hearing and Regular Meeting on May 13, 2022 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

**Present were:**

- |                        |                     |
|------------------------|---------------------|
| Ryan Zook              | Chair               |
| John Snyder            | Vice Chair          |
| Teddianne Sherman      | Assistant Secretary |
| William (Bill) Conerly | Assistant Secretary |

**Also present, were:**

- |                                |   |
|--------------------------------|---|
| Cindy Cerbone                  | District Manager                        |
| Andrew Kantarzhi               | Wrathell Hunt and Associates, LLC (WHA) |
| Jere Earlywine (via telephone) | District Counsel                        |
| Tonja Stewart (via telephone)  | District Engineer                       |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 10:28 a.m. Supervisors Zook, Conerly, Sherman and Supervisor Appointee John Snyder were present. Supervisor Hoppe was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisor Jon Snyder, Seat 2, (the following will be provided in a separate package)**

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Snyder. Mr. Snyder was already familiar with the following items:

41 A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

42 B. Membership, Obligations and Responsibilities

43 C. Financial Disclosure Forms

44 I. Form 1: Statement of Financial Interests

45 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

46 III. Form 1F: Final Statement of Financial Interests

47 D. Form 8B: Memorandum of Voting Conflict

48 Supervisors Zook, Conerly, Sherman and Snyder each filed disclosure Form 8B, which  
49 will be attached as exhibits to the minutes.

50 It was noted that Mr. Snyder’s first name is spelled “John”, not “Jon”.

51

52 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-09,  
Designating Certain Officers of the  
District, and Providing for an Effective  
Date**

53

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56

57 Ms. Cerbone presented Resolution 2022-09. Mr. Zook nominated the following slate of  
58 officers:

59	Chair	Ryan Zook
60	Vice Chair	John Snyder
61	Secretary	Craig Wrathell
62	Assistant Secretary	Teddianne Sherman
63	Assistant Secretary	William Conerly
64	Assistant Secretary	Ryan Hoppe
65	Assistant Secretary	Cindy Cerbone

66 No other nominations were made. Prior appointments by the Board for Treasurer and  
67 Assistant Treasurer remain unaffected by this Resolution.

68

69 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor,  
70 Resolution 2022-09, Designating Certain Officers of the District, as nominated,  
71 and Providing for an Effective Date, was adopted.**

72

73

74 **FIFTH ORDER OF BUSINESS**

75 **Public Hearing to Consider the Adoption**  
 76 **of an Assessment Roll and the Imposition**  
 77 **of Special Assessments Relating to the**  
 78 **Financing and Securing of Certain Public**  
 79 **Improvements**

- 80 • *Hear testimony from the affected property owners as to the propriety and*  
 81 *advisability of making the improvements and funding them with special assessments*  
 82 *on the property.*
- 83 • *Thereafter, the governing authority shall meet as an equalizing board to hear any*  
 84 *and all complaints as to the special assessments on a basis of justice and right.*

85 These items were addressed below.

86 **A. Affidavit/Proof of Publication**

87 **B. Mailed Notice to Property Owner(s)**

88 **C. Master Report of the District Engineer (for informational purposes)**

89 **D. Master Special Assessment Methodology Report (for informational purposes)**

90 Items 5A, 5B, 5C and 5D were included for informational purposes.

91 **E. Consideration of Resolution 2022-10 Making Certain Findings; Authorizing a Capital**  
 92 **Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated Cost of**  
 93 **Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming**  
 94 **and Levying Debt Assessments; Addressing the Finalization of Special Assessments;**  
 95 **Addressing the Payment of Debt Assessments and the Method of Collection;**  
 96 **Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing**  
 97 **Government Property, and Transfers of Property to Units of Local, State and Federal**  
 98 **Government; Authorizing an Assessment Notice; and Providing for Severability,**  
 99 **Conflicts and an Effective Date**

100 Ms. Cerbone stated that the Master Report of the District Engineer and the Master  
 101 Special Assessment Methodology Report were updated based on the discussions at the last  
 102 meeting to reflect the Phases in the “2022 Assessment Area” and levying debt. She pointed  
 103 out the following key changes:

104 ➤ Varrea North CDD (VNCDD) is featured in the Reports as it and Varrea South CDD  
 105 (VSCDD) will impact each other.

106 ➤ VSCDD Phase 6A and VNCDD would not be subject to debt as this time.

107 Mr. Earlywine explained the process Mr. Szymonowicz used to calculate the Equivalent  
108 Residential Units (ERUs) for VNCDD and VSCDD and discussed the areas subject to assessments  
109 levied in the "2022 Assessment Area" bonds, as well as for future bonds. In response to a  
110 question, Mr. Earlywine stated that assessments will be levied on all D.R. Horton owned  
111 properties but they might not issue bonds on all the properties.

112 Ms. Cerbone referred to Tab D and noted that the following correction will be made to  
113 the Master Special Assessment Methodology Report:

114 Page 2, 1.0 Introduction-1:2 Scope of the Report: Change: "December 10, 2021" to  
115 February 11, 2022"

116 Mr. Earlywine stated there were no substantive changes and recommended approval in  
117 substantial form to correct any minor changes. Ms. Stewart stated that, since she coordinated  
118 the phases with the Designer, she would follow up with him to confirm the accuracy.

- 119 • ***Hear testimony from the affected property owners as to the propriety and***  
120 ***advisability of making the improvements and funding them with special assessments***  
121 ***on the property.***

122

123 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, the**  
124 **Public Hearing was opened.**

125

126

127 No members of the public spoke.

- 128 • ***Thereafter, the governing authority shall meet as an equalizing board to hear any***  
129 ***and all complaints as to the special assessments on a basis of justice and right.***

130 The Board of Supervisors, meeting as the Equalizing Board, made no changes to the  
131 special assessments proposed within the Reports.

132

133 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, the**  
134 **Public Hearing was closed.**

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137 Ms. Cerbone presented Resolution 2022-10 and read the title.

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**On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, Resolution 2022-10, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer’s Report, in substantial form; Providing an Estimated Cost of Improvements; Adopting an Assessment Report, in substantial form; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date, was adopted.**

150  
151

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-11, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date**

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Ms. Cerbone presented Resolution 2022-11. The proposed Fiscal Year 2023 budget would remain Landowner funded.

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**On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, Consideration of Resolution 2022-11, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 12, 2022 at 10:00 a.m., at Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.**

171  
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**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-12, Designating a Date, Time, and Location for Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date**

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Ms. Cerbone presented Resolution 2022-12.

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**Supervisor Snyder left the meeting at 10:43 a.m.**



181 The Board agreed to Ms. Cerbone working with Mr. Conerly to designate a Landowner,  
 182 Landowner representative or proxyholder to attend and cast votes at the Landowners’  
 183 Meeting. Board Members are not required to attend.

184

185 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor,**  
 186 **Resolution 2022-12, Designating a Date, Time, and Location of November 1,**  
 187 **2022 at 10:00 a.m., at Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa,**  
 188 **Florida 33610 for the Landowners’ Meeting and Election; Providing for**  
 189 **Publication, Providing for Severability and an Effective Date, was adopted.**

190

191

192 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-13,**  
**Designating Dates, Times and Locations**  
**for Regular Meetings of the Board of**  
**Supervisors of the District for Fiscal Year**  
**2022/2023 and Providing for an Effective**  
**Date**

193

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199 Ms. Cerbone presented Resolution 2022-13.

200

201 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor,**  
 202 **Resolution 2022-13, Designating Dates, Times and Locations for Regular**  
 203 **Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023**  
 204 **and Providing for an Effective Date, was adopted.**

205

206

207 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial**  
**Statements as of March 31, 2022**

208

209

210 Ms. Cerbone presented the Unaudited Financial Statements as of March 31, 2022

211

212 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, the**  
 213 **Unaudited Financial Statements as of March 31, 2022, were accepted.**

214

215

216 **TENTH ORDER OF BUSINESS**

**Approval of February 11, 2022 Regular**  
**Meeting Minutes**

217

218

219 Ms. Cerbone presented the February 11, 2022 Regular Meeting Minutes.

220

221 On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, the  
 222 February 11, 2022 Regular Meeting Minutes, as presented, were approved.

223  
224

225 **ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

226  
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**A. District Counsel: *KE Law Group, PLLC***

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Mr. Earlywine stated that the Bond Validation hearing is set for June 7, 2022 at 2:30 p.m., and will be conducted virtually; no issues are anticipated. He would send out invitations to certain attendees.

231  
232

**B. District Engineer: *Stantec Consulting Services, Inc.***

233  
234

Ms. Stewart stated she is working on the exhibits for the letter to the County indicating the 20-Year Stormwater Needs Analysis Report is not applicable at this time. She would submit the letter directly to the County and send a copy of the submittal package to Ms. Cerbone.

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236

**C. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING DATE: June 10, 2022 at 10:00 a.m.**
- **QUORUM CHECK**

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239

The next meeting would be held on June 10, 2022, unless cancelled.

240  
241

**TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

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243

There were no Board Members' comments or requests.

244  
245

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

246  
247

There were no public comments.

248  
249

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

250  
251

There being nothing further to discuss, the meeting adjourned.

252 On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor, the  
 253 meeting adjourned at 10:49 a.m.

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

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

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**15C**

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION***Stantec, 777 S. Harbour Island Blvd., Suite 600, Tampa, Florida 33602**\*Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 8, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>November 12, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 10, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 14, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 11, 2022*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 11, 2022* CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 8, 2022* CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 13, 2022*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 10, 2022* CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 8, 2022* CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 12, 2022*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 9, 2022*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>