

Westchase Community Development District

Board of Supervisors

Matt Lewis, Chairman
Gregory Chesney, Vice Chairman
Christopher Barrett, Assistant Secretary
James Wimsatt, Assistant Secretary
Reggie Gillis, Assistant Secretary

Heather Dilley, District Manager
Erin McCormick, Esq, District Counsel
Sherida Cook, Office Manager
Robert Dvorak, District Engineer
David Sylvanowicz, Field Manager

Regular Meeting Agenda

Tuesday, May 5, 2026 – 4:00 p.m.

Meeting Location: Maureen B. Gauzza Regional Library,
11211 Countryway Boulevard, Tampa, Florida

www.westchasecdd.us

1. Call to Order

2. Audience Comments on Agenda Items – Three (3) Minute Time Limit

3. Consent Agenda

- A. Review of Minutes from the Meeting held April 7, 2026..... Page 3
- B. Review of March 2026 Financial Statements..... Page 26
 - a. Operations and Maintenance Expenditures Report for March 2026..... Page 43

4. Business Items

- A. Presentation of Proposed Budget for Fiscal Year 2027..... Page 45
- B. Consideration for Adoption – **Resolution 2026-08**, Approving Proposed Budget for Fiscal Year 2027 and Setting the Public Hearing..... Page 79
 - a. Exhibit A - Proposed Budget for Fiscal Year 2027

5. Staff Reports

- A. Field Manager
 - a. Arborist Aboard – Tree Trimming Proposals for the intersection of CWB and Linebaugh..... Page 115
- B. District Engineer
 - a. Consideration for Approval – Permanent Access Easement Agreement between Tampa Electric Company and Westchase East Community Development District..... Page 135
 - i. Exhibit A – Tract “B” of Westchase Section “307”
 - ii. Exhibit B – Access Easement
- C. District Counsel
 - a. Discussion of Pond 120, Response from Property Owners and Consideration of proceeding with Dredging of Pond 120 and approval of Agreement with Contractor.... Page 141
 - b. Consideration of Estoppel and Consent Regarding Ground Lease – Proposed Assignment to Vertical Bridge Development, LLC..... Page 169
- D. District Manager
 - a. Acceptance of Supervisor Greg Chesney’s Resignation..... Page 192
 - b. Appointment of Board of Supervisor Vacant Seat #1
 - i. Resume/s
 - o Ashley Wait..... Page 193
 - o Christopher High..... Page 196
 - o Forrest Baumhover..... Page 198
 - o Marlon Santos..... Page 199
 - ii. Administering Oath of Office..... Page 209
 - iii. Acceptance of Compensation Allotment
 - c. Consideration for Adoption – **Resolution 2026-09**, Designating Officers..... Page 210
 - d. Presentation of Qualified Registered Electors as of April 15, 2026 – 8,436..... Page 211

District Office:

Kai
2502 N. Rocky Point Dr.
Suite 1000, Tampa, FL 33607

Meeting Location:

Maureen B. Gauzza Regional Library
11211 Countryway Boulevard,
Tampa, FL 33626

6. **Audience Comments on New Business Items** – *Three (3) Minute Time Limit*
7. **Supervisor Requests**
8. **Adjournment**

The next workshop meeting is scheduled for May 19, 2026, at 6:30 p.m.

District Office:

Kai
2502 N. Rocky Point Dr.
Suite 1000, Tampa, FL 33607

Meeting Location:

Maureen B. Gauzza Regional Library
11211 Countryway Boulevard,
Tampa, FL 33626



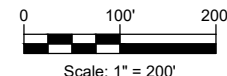
PHOTO OF COMPLETE GRAVEL ACCESS ROAD



PHOTO OF EXISTING GRASS ACCESS AND APPROX. PROPERTY LINE LOOKING WEST



NORTH



Scale: 1" = 200'

FOR REFERENCE PURPOSES ONLY

DRAWING NO. 3-4016

NO.	DATE	REVISION RECORD OF ISSUE	BY	CHK
A	04/14/26	ISSUED FOR EXHIBIT PURPOSES ONLY	JJB	MKL

NOTICE:
 CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY PROJECT MANAGER AND ENGINEER OF RECORD ABOUT ANY VARIATIONS FROM ELEVATIONS AND/OR DIMENSIONS LISTED OR SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.

PICKETT
 an ESP COMPANY
 PICKETT AND ASSOCIATES, LLC
 5010 WEST NASSAU STREET
 TAMPA, FLORIDA 33607
 PHONE: 813.877.7770
 C.A. #31323 L.B. #364

REAL ESTATE MAPS	
PROJECT NO. 24-TECT-2830	SCALE:
DFTR: JJB ENGR: MKL	PLAN: AS-SHOWN
DSNR: JJB MNGR: MKL	ELEV: AS-SHOWN
DATE: 04/14/26	XSECT: AS-SHOWN

COUNTRYWAY BLVD
 WESTCHASE, HILLSBOROUGH COUNTY
 ACCESS RESOURCE PLANNING (ARP)
 EXHIBIT FOR EASEMENT

TECO
 TAMPA ELECTRIC

SHEET: 1 OF 1

FILE: s:\Projects\102_Tampa Electric\24-TECT-2830_TXE - 2024-2026 Drawings\66046_Countryway Blvd\Exhibit-Easement.dwg
 PLOT DATE: 14-Apr-26
 BY: Josh Baker

Prepared by:

Vertical Bridge REIT, LLC
 22 W Atlantic Ave, Suite 310
 Delray Beach, Florida 33444
 Attn: General Counsel

Site Number: US-FL-5456
Site Name: Westchase North
Commitment No: VTB-138108-C

(Above Space for Recorder's Use Only)

ESTOPPEL AND CONSENT REGARDING GROUND LEASE

THIS ESTOPPEL AND CONSENT REGARDING GROUND LEASE (this "**Agreement**") is made as of _____, 20_____, and is by and between the party(ies) identified as "Lessor," or its equivalent in the Lease (defined below) such as lessor, on the signature page hereof ("**Lessor**"), and **Vertical Bridge Development, LLC**, a Delaware limited liability company, its affiliates, subsidiaries, and assigns ("**New Lessee**"). Lessor and New Lessee are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Lessor and Vertex Development, LLC ("**Lessee**") were parties to a certain Lease Agreement dated January 5, 2021, as amended by a certain First Amendment to Option and Land Lease Agreement dated October 12, 2021, a certain Second Amendment to Option and Land Lease Agreement dated December 7, 2021, a certain Third Amendment to Option and Land Lease Agreement dated May 16, 2023, a certain Fourth Amendment to Option and Land Lease Agreement dated April, 3, 2024, a certain Fifth Amendment to Option and Land Lease Agreement dated July 19, 2024, and a certain Sixth Amendment to Option and Land Lease Agreement, dated _____, 2026 (collectively, the "**Lease**"), pertaining to certain real property owned or controlled by Lessor that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**").

B. Pursuant to the Lease, Lessor granted a lease, or a right to lease, to Lessee for a certain portion of the Property (the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto for certain communications facilities as more particularly described in the Lease.

C. New Lessee intends to acquire Lessee's interest in the Lease by way of assignment of the Lease or otherwise;

D. New Lessee has requested that Lessor provide certain certifications to New Lessee with respect to the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are expressly incorporated into this Agreement.

2. **Consent to Lease Assignment.** Lessor consents to Lessee's assignment of the Lease including all of Lessee's benefits, rights, obligations, and responsibilities as "Lessee" under the Lease to New Lessee ONLY upon fulfillment of the following conditions precedent: (a) the commencement of construction to collocate on the WCF by a third sublessee wireless communication carrier (**INSERT NAME TO BE USED IN SUBLEASE BY VERIZON**); and execution by both Lessor and the Lessee of the Sixth Amendment to the Option and Land Lease Agreement, attached hereto as **Exhibit 4**. .

3. **Estoppel Certificate.** Lessor certifies to New Lessee that the following statements are true and correct as of the date hereof:

(a) Lessee is the current Lessee under the Lease as of the date this Agreement is signed by Lessor (a full copy of which Lease including all amendments thereto and memorandums is/are annexed as **Exhibit 3** and **Exhibit 4** attached hereto) and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises. To the best of Lessor's knowledge and based on information provided by the prior Lessee, the Lease is presently in full force and effect, and neither Lessor nor Lessee is in default thereunder. To the best of Lessor's knowledge, and based on information provided by the prior Lessee, there exist no facts that could constitute a basis for any such default upon the lapse of time or the giving of notice or both. There exists no offsets, counterclaims, or defenses of Lessee under the Lease against Lessor, and there exist no events that would constitute a basis for any such offset, counterclaim, or defense against Lessor upon the lapse of time or the giving of notice or both.

(b) Lessee may use the communications tower and related improvements located on the Premises for the subleasing/licensing of space for communications equipment. The commencement date under the Lease was August 1, 2022, and the term of the Lease will end on July 31, 2032, subject to the options to renew the term of the Lease or automatic renewals of the term of the Lease for three (3) successive periods of five (5) years each. The current annual base rent is \$22,947.27. Yearly rent under the Lease has been paid through the date hereof.

(c) The amount of the security deposit paid under the terms of the Lease is \$0.00 (if left blank, then none exists).

(d) Lessor hereby ratifies, confirms, acknowledges the Lease and all of the terms and provisions of the Lease as amended, including the Sixth Amendment to the Option and Lease Agreement, dated _____, 2026.

(e) The undersigned representative of Lessor is duly authorized and fully qualified to execute this Agreement for and on behalf of Lessor thereby binding Lessor to the provisions hereof.

4. **Assumption of Lessee's Obligations Under the Lease.** By execution of this Agreement and pursuant to the terms of this Agreement, New Lessee hereby ratifies, confirms, acknowledges the Lease and all of the terms and provisions of the Lease, and agrees that, from and after the date of the assignment of the Lease to New Lessee (the "**Lease Transfer Date**"), New Lessee will accept the Lease and expressly assume all of Lessee's obligations under the Lease (which arise or relate to the period following the Lease Transfer Date). New Lessee expressly assumes the performance of all terms, obligations, covenants, and conditions of the Lease arising or relating to the period following the Lease Transfer Date.

5. **Additional Lessee Obligations.** Lessee has executed the Sixth Amendment to the Option and Land Lease Agreement, dated _____, 2026, concurrently with the execution by the Parties of this Estoppel and Consent Regarding Ground Lease.

6. **Notices.** All notices, requests, claims, demands, and other communications under the Lease shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Lessor:

Westchase Community Development District
Attn: Heather Dilley, District Manager
Kai Connected, LLC D/B/A Kai
2502 N Rocky Point Drive
Suite 1000
Tampa, FL 33607

If to New Lessee:

Vertical Bridge Development, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Ref: US-FL-5885 / Ave Maria
Attn: VP Asset Management
With a copy to: General Counsel

With a copy to:

Erin McCormick Law, PA
Attn: Erin McCormick, District Counsel
3314 Henderson Blvd, Suite 100D
Tampa, FL 33609

7. **Miscellaneous.**

(a) Except as set forth in this Agreement including, without limitation, the substitution of the New Lessee for the Lessee, all of the terms and conditions of the Lease are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

(b) This and any attachments, which are hereby incorporated into and made a part of this Agreement, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(c) This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Parties. The Parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement and this Agreement shall inure to the benefit of the Parties hereto.

(d) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) This Agreement may be recorded by either Party.

[Signatures and Acknowledgments begin on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and as to any authorized signatory, such signatory has executed this Agreement pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged, and delivered this instrument as of the day and year first above written.

WITNESSES:

LESSOR:

Westchase Community Development District,
a Florida community development district

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by means of physical presence or online notarization by _____, the _____ of Westchase Community Development District, a Florida community development district, on behalf of the corporation.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

[New Lessee signature page]

WITNESSES:

Vertical Bridge Development, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by means of physical presence or online notarization by _____, the _____ of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

EXHIBIT 1Legal Description of the Property

Parent Parcel:

(OFFICIAL RECORD BOOK 20950, PAGE 1616)
PART 2 - PARCEL 1

DESCRIPTION: A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A POINT OF BEGINNING, RUN THENCE ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SAID SECTION 8, S. 01°02'58" W., 438.27 FEET, TO THE NORTHEAST CORNER OF WESTCHASE SECTION "225, "227 AND "229, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 14, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY OF A 75 FOOT WIDE TAMPA ELECTRIC COMPANY EASEMENT AS RECORDED IN O.R. BOOK 2831, PAGE 679, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID WESTCHASE SECTION "225, "227 AND "229 AND THE SOUTHERLY BOUNDARY OF SAID 75 FOOT WIDE TAMPA ELECTRIC COMPANY EASEMENT, S. 86°55'09" W., 2532.65 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE HILLSBOROUGH COUNTY PROPERTY FOR FUTURE EHRlich ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 7531, PAGE 1307, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) NORTHERLY, 15.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 25°19'49" (CHORD BEARING N. 35°55'57" E., 15.35 FEET) TO A POINT OF TANGENCY; 2) N. 48°35'52" E., 254.93 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A 30 FOOT WIDE HOUSTON TEXAS GAS AND OIL (FLORIDA TRANSMISSION CO.) MAIN EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 256, PAGE 175, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE HILLSBOROUGH COUNTY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 11543, PAGE 1096, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARIES, N. 86°55'09" E., 309.83 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF SAID HILLSBOROUGH COUNTY PROPERTY THE FOLLOWING SEVEN (7) COURSES: 1) N. 48°24'30" E., 45.44 FEET; 2) N. 42°30'19" E., 75.03 FEET; 3) N. 30°19'13" E., 87.16 FEET; 4) N. 16°03'45" E., 86.19 FEET; 5) N. 46°50'08" W., 29.97 FEET; 6) N. 12°41'41" E., 62.95 FEET; 7) N. 35°19'55" E., 82.76 FEET TO A POINT ON THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 8, S. 89°29'25" E., 589.76 FEET TO THE NORTHWEST CORNER OF THE TAMPA ELECTRIC COMPANY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 7042, PAGE 798, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID TAMPA ELECTRIC COMPANY PROPERTY, S. 00°30'35" W., 270.66 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID TAMPA ELECTRIC COMPANY PROPERTY, N. 86°55'09" E., 246.00 FEET TO THE SOUTHWEST CORNER OF THE PEOPLES GAS SYSTEM INC. PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 7042, PAGE 798, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PEOPLES GAS SYSTEM INC. PROPERTY, CONTINUE, N. 86°55'09" E., 60.00 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID PEOPLES GAS SYSTEM INC. PROPERTY, N. 00°30'35" E., 100.00 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID PEOPLES GAS SYSTEM INC. PROPERTY, S. 86°55'09" W., 60.00 FEET TO A POINT ON THE EAST

[Continued on following pages]

BOUNDARY OF SAID TAMPA ELECTRIC COMPANY PROPERTY; THENCE ALONG SAID EAST BOUNDARY OF THE TAMPA ELECTRIC COMPANY PROPERTY, N. 00°30'35" E., 155.25 FEET TO A POINT ON THE AFORESAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 8, S. 89°29'25" E., 999.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.220 ACRES, MORE OR LESS.

EXHIBIT 2

Legal Description of the Premises
(may be replaced with a final legal description of the Premises)

LEASE PARCEL

TOWER LEASE PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, SAID HILLSBOROUGH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°27'14" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 684.36 FEET; THENCE SOUTH 00°32'46" WEST FOR 160.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°02'40" EAST FOR 45.11 FEET; THENCE NORTH 86°57'20" EAST FOR 55.00 FEET; THENCE SOUTH 03°02'40" EAST FOR 30.00 FEET; THENCE SOUTH 86°57'20" WEST FOR 55.00 FEET; THENCE NORTH 03°02'40" WEST FOR 3.32 FEET; THENCE SOUTH 86°57'20" WEST FOR 35.00 FEET; THENCE NORTH 03°02'40" WEST FOR 80.00 FEET; THENCE NORTH 86°57'20" EAST FOR 17.50 FEET; THENCE SOUTH 67°54'47" EAST FOR 19.33 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4,378 SQUARE FEET (0.101 ACRES), MORE OR LESS.

NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, SAID HILLSBOROUGH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°27'14" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 684.36 FEET; THENCE SOUTH 00°32'46" WEST FOR 160.19 FEET TO THE NORTHEAST CORNER OF A TOWER PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) SOUTH 03°02'40" EAST FOR 45.11 FEET; (2) NORTH 86°57'20" EAST FOR 55.00 FEET; (3) SOUTH 03°02'40" EAST FOR 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE SOUTH 86°57'20" WEST ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 55.00 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE AND THE POINT OF BEGINNING; THENCE SOUTH 03°02'40" EAST FOR 82.98 FEET; THENCE SOUTH 86°39'45" WEST FOR 483.70 FEET; THENCE SOUTH 88°10'08" WEST FOR 858.46 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF SAID HILLSBOROUGH COUNTY; THENCE NORTH 48°26'41" EAST ALONG SAID WESTERLY LINE FOR 45.44 FEET; THENCE NORTH 88°10'08" EAST FOR 834.12 FEET; THENCE NORTH 86°39'45" EAST FOR 435.18 FEET; THENCE NORTH 45°48'50" EAST FOR 37.65 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 15 FEET EAST OF THE WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 03°02'40" WEST ALONG SAID PARALLEL LINE FOR 21.77 FEET TO AN

[Continued on following pages]

INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 20 FEET SOUTH OF THE WESTERLY PART OF SAID SOUTHERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 86 57'20" WEST ALONG SAID PARALLEL LINE FOR 15.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF SAID WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 03 02'40" WEST ALONG SAID SOUTHERLY EXTENSION FOR 20.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE NORTH 86 57'20" EAST ALONG SAID WESTERLY PART OF SAID SOUTHERLY LINE FOR 35.00 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE SOUTH 03°02'40" EAST ALONG SAID SOUTHERLY LINE FOR 3.32 FEET TO SAID POINT OF BEGINNING.

CONTAINING 28,574 SQUARE FEET (0.656 ACRES), MORE OR LESS.

15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, SAID HILLSBOROUGH COUNTY, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°27'14" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 684.36 FEET; THENCE SOUTH 00°32'46" WEST FOR 160.19 FEET TO THE NORTHEAST CORNER OF A TOWER PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) SOUTH 03°02'40" EAST FOR 45.11 FEET; (2) NORTH 86 57'20" EAST FOR 55.00 FEET; (3) SOUTH 03 02'40" EAST FOR 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) SOUTH 86 57'20" WEST FOR 55.00 FEET; (2) NORTH 03°02'40" WEST FOR 3.32 FEET; (3) SOUTH 86°57'20" WEST FOR 27.50 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 7.5 FEET EASTERLY OF THE WEST LINE OF SAID TOWER PARCEL AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 03°02'40" EAST ALONG SAID PARALLEL LINE FOR 46.00 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 690 SQUARE FEET (0.016 ACRES), MORE OR LESS.

ACCESS LICENSE AREA

(DESCRIPTION FROM OFFICIAL RECORD BOOK 13551, PAGE 1319)

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 8, S89 29'25"E A DISTANCE OF 1449.35 FEET TO THE NORTHWEST CORNER OF TECO SUBSTATION SITE "A", AS RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 798, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID TECO

[Continued on following pages]

SUBSTATION SITE "A", S00 00'35"W, 270.66 FEET TO THE SOUTHWEST CORNER OF SAID TECO SUBSTATION SITE "A"; THENCE ALONG THE SOUTH BOUNDARY OF SAID TECO SUBSTATION SITE "A", N86 55'09"E A DISTANCE OF 10.63 FEET; THENCE CONTINUE N86 55'09"E A DISTANCE OF 18.46 FEET; THENCE S38 44'06"E A DISTANCE OF 102.22 FEET; THENCE S88 07'49"W A DISTANCE OF 448.89 FEET; THENCE S88 08'05"W A DISTANCE OF 412.04 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE PROPERTY CONVEYED TO HILLSBOROUGH COUNTY PER OR 11543, PG 1096 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S86 09'50"W A DISTANCE OF 524.85 FEET; THENCE S52 42'11"W A DISTANCE OF 121.37 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTRY WAY BOULEVARD; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING AN ARC LENGTH OF 15.00 FEET, A RADIUS OF 2969.24 FEET, A CHORD LENGTH OF 15.00 FEET WHICH BEARS N38 32'15"W, AND A CENTRAL ANGLE (DELTA) OF 00 17'22"; THENCE N52 42'11"E A DISTANCE OF 126.20 FEET; THENCE N86 09'50"E A DISTANCE OF 548.73 FEET; THENCE S48 24'30"W A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.227 ACRES, MORE OR LESS.

UTILITY LICENSE AREA

(DESCRIPTION FROM OFFICIAL RECORD BOOK 13551, PAGE 1319)

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 8, S89 29'25"E A DISTANCE OF 1449.35 FEET TO THE NORTHWEST CORNER OF TECO SUBSTATION SITE "A", AS RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 798, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID TECO SUBSTATION SITE "A", S00 00'35"W, 270.66 FEET TO THE SOUTHWEST CORNER OF SAID TECO SUBSTATION SITE "A"; THENCE ALONG THE SOUTH BOUNDARY OF SAID TECO SUBSTATION SITE "A", N86 55'09"E A DISTANCE OF 10.63 FEET; THENCE CONTINUE N86 55'09"E A DISTANCE OF 18.46 FEET; THENCE S38 44'06"E A DISTANCE OF 102.22 FEET; THENCE S88 07'49"W A DISTANCE OF 448.89 FEET; THENCE S88 08'05"W A DISTANCE OF 412.04 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE PROPERTY CONVEYED TO HILLSBOROUGH COUNTY PER OR 11543, PG 1096 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S48 24'30"W A DISTANCE OF 24.50 FEET; THENCE S86 09'50"W A DISTANCE OF 500.97 FEET; THENCE S52 42'11"W A DISTANCE OF 116.46 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTRY WAY BOULEVARD; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING AN ARC LENGTH OF 15.00 FEET, A RADIUS OF 2969.24 FEET, A CHORD LENGTH OF 15.00 FEET WHICH BEARS N38 49'38"W, AND A CENTRAL ANGLE (DELTA) OF 00 17'22"; THENCE N52 42'11"E A DISTANCE OF 121.37 FEET; THENCE N86 09'50"E A DISTANCE OF 500.35 FEET; THENCE N48 24'30"E A DISTANCE OF 24.50 FEET; THENCE N86 09'50"E A DISTANCE OF 24.50 FEET; THENCE S48 24'30"W A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.226 ACRES, MORE OR LESS.

EXHIBIT 3

Lease including all amendments thereto and memorandums
(see attachment(s))

EXHIBIT 4

**Sixth Amendment to the Option and Land Lease
Agreement**

SIXTH AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

THIS SIXTH AMENDMENT TO OPTION AND LAND LEASE AGREEMENT (“Sixth Amendment”), dated this ____ day of _____, 2026, is by and between Westchase Community Development District, a Florida community development district, whose address is Westchase CDD, c/o Kai Connected, LLC D/B/A Kai, 2502 N. Rocky Point Drive, Suite 1000, Tampa, FL 33607 (“Lessor”), and Vertex Development, LLC, a Delaware limited liability company (“Vertex” or “Lessee”), whose address is 3630 W. Kennedy Blvd, Tampa, Florida 33609.

WHEREAS, Lessor is the fee simple title owner of the property located near Countryway Boulevard in Tampa, FL 33626, more particularly described in Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Lessor and Vertex entered into a Land Lease Agreement dated January 5, 2021 whereby Lessor leased to Vertex certain Leased Premises, therein described, that are a portion of the Lessor’s Property, for the purpose of constructing a wireless communications facility; and is further subject to that certain unrecorded First Amendment to the Land Lease Agreement dated October 12, 2021 (collectively, the “Agreement”); and

WHEREAS, on December 7, 2021, Lessor and Vertex entered into that certain unrecorded Second Amendment to Land Lease Agreement (the “Second Amendment”) to modify Section 17 of the Agreement and authorize Lessee’s use of the Survey for Zoning Application and Other Governmental Approvals; and

WHEREAS, on May 16, 2023, Lessor and Vertex entered into that certain unrecorded Third Amendment to Land Lease Agreement (the “Third Amendment”) to revise the description of the Leased Premises and timelines as contained in the Agreement; and

WHEREAS, on April 3, 2024, Lessor and Vertex entered into that certain unrecorded Fourth Amendment to Land Lease Agreement (the “Fourth Amendment”) to revise timelines as contained in the Agreement; and

WHEREAS, on July 19, 2024, Lessor and Vertex entered into that certain unrecorded Fifth Amendment to Land Lease Agreement (the “Fifth Amendment”) to revise timelines contained in the Agreement; and

WHEREAS, Lessor and Vertex, in their mutual interests, desire to enter into this Sixth Amendment and amend the Agreement to _____; and

WHEREAS, Lessor and Vertex, in their mutual interests, desire to enter into this Sixth Amendment and amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Vertex agree as follows:

1. **RECITALS.** All of the foregoing recitals of facts are true and correct, ratified and confirmed, and are incorporated herein by this reference as a substantive part of this Sixth Amendment as if fully set forth herein.

2. **DEFINED TERMS.** All terms shall have the meanings as defined and set forth in the Agreement, unless otherwise set forth herein.

3. **EFFECT ON AGREEMENT.** Except as expressly amended hereby, the Agreement is otherwise unmodified and shall remain in full force and effect in accordance with its terms. If any term, provision, or condition of this Sixth Amendment conflicts with or is inconsistent with any term, provision, or condition of the Agreement, the then terms of this Sixth Amendment shall govern, supersede, and prevail over those of the Agreement. Each reference in the Agreement to itself shall be deemed also to refer to this Sixth Agreement.

4. **AMEND SECTION 6. OF THE AGREEMENT TO INSERT THE FOLLOWING SUBSECTION 6. (b) (1) a, b, c, and d:**

(1) **Structural Standards and Compliance**

- a. **Lessee's Compliance with Industry Standards.** The Lessee, at its sole cost and expense, shall ensure that the Communication Facility and all related improvements are designed, constructed, installed, and maintained in strict accordance with the ANSI/TIA-222 standard ("Structural Standard for Antenna Supporting Structures and Antennas"), as may be amended or superseded from time to time.
- b. **Structural Analysis Requirements.** Prior to the installation of any new equipment or any subsequent modification that increases the effective projected area (EPA) or weight load on the tower, Lessee shall provide Lessor with a structural analysis. This analysis must be:
- Prepared and sealed by a qualified professional engineer licensed in the State where the premises are located;
 - Certified to meet or exceed the most current version of the ANSI/TIA-222 standards applicable to the specific tower classification and wind/ice loading requirements of the region.
- c. **Ongoing Maintenance.** Lessee shall perform regular inspections as recommended by the then-current ANSI/TIA-222 guidelines to ensure continued structural integrity. Should any inspection reveal that the tower or its components do not meet the safety factors required by the standard, Lessee shall immediately notify Lessor and initiate necessary repairs or reinforcements to restore compliance.

d. Remedies and Penalties for Non-Compliance. Notwithstanding anything set forth in Section 14 of this Lease Agreement, the following remedies and penalties shall apply to any failure to comply with the Structural Standards, Compliance and other provisions of this Subsection 6.(b)(1).

- **Notice and Cure.** If Lessee fails to deliver a required structural analysis or fails to maintain the facility in accordance with ANSI/TIA-222 standards, Lessor may provide written notice of such default. Lessee shall have thirty (30) days to provide the required certification or commence repairs.
- **Non-Compliance Fees (Liquidated Damages).** In the event Lessee fails to provide a certified structural analysis within the cure period, Lessee shall pay Lessor a "Compliance Delay Fee" of **\$5,000** per month until the certified documentation is delivered. This fee is intended to compensate Lessor for the increased risk and administrative oversight resulting from Lessee's non-compliance and shall be in addition to, not in lieu of, Base Rent.
- **Lessor's Right to Inspect.** If Lessee fails to provide evidence of compliance, Lessor shall have the right (but not the obligation) to retain an independent professional engineer to perform a structural audit of the facility. Lessee shall reimburse Lessor for all costs associated with such audit, plus a 15% administrative fee, within thirty (30) days of receipt of an invoice.
- **Suspension of Modification Rights.** Lessor reserves the right to withhold consent for any further equipment installations, upgrades, or modifications by Lessee (or any sub-Lessees) if Lessee is not in full compliance with the ANSI/TIA-222 certification requirements at the time of the request.
- **Material Default.** Lessee's failure to maintain the structural integrity of the tower as required by ANSI/TIA-222, such that the facility poses a safety hazard to the premises or surrounding property, shall be deemed a **material default ("Material Default")**. In such event, notwithstanding the provisions of Section 14. of this Agreement, Lessor may pursue all available legal remedies, including termination of the Lease and requiring the immediate removal of the facility.

5. AMEND SECTION 6. OF THE AGREEMENT TO INSERT THE FOLLOWING SUBSECTION (g):

(g) The Lessee shall annually certify to the Lessor that Lessee is in compliance with all applicable permits, regulations, and conditions of this Agreement. Notwithstanding the provisions of Section 14. of the Agreement, Lessee's failure to provide the annual certification to the Lessor, in accordance with this Subsection, shall be deemed a material default ("Material Default"). In such event, Lessor may pursue all available legal remedies, including termination of the Lease and requiring immediate removal of the WCF.

6. AMEND SECTION 9.(a) OF THE AGREEMENT TO INSERT THE FOLLOWING AT THE END OF THAT SUBSECTION:

Upon the assignment of this Lease by Lessee, the Assignee shall not assign or transfer the Premises, all or any portion of the WCF located thereon, or its rights under this Agreement, unless approved by the Lessor, which approval of the Lessor may be withheld or conditioned at the Lessor's sole discretion. Subsequent to Five (5) years after the

assignment or transfer of the Premises, all or any portion of the WCF located thereon, or its rights under this Agreement, the Lessee may not assign or transfer the lease of the Premises, or any of its rights under this Agreement, without the approval of the Lessor, which approval may not be unreasonably withheld, delayed or conditioned. Lessor may reasonably withhold its approval of assignment or transfer of the lease of the Premises and/or any rights under this Agreement, in the event that the proposed assignee or transferee does not assume all of the obligations, requirements and conditions of the Lessee pursuant to this Agreement. Any assignment, transfer or sublease which is not approved in writing by the Lessee shall constitute a default under this Agreement.

7. AMEND SECTION 22. OF THE AGREEMENT TO PROVIDE THE FOLLOWING ADDRESS SUBSTITUTIONS:

If to Lessor:

Westchase Community Development District
Attn: Kai Connected, LLC D/B/A Kai
2502 N. Rocky Point Drive
Suite 1000
Tampa, Florida 33607
c/o: District Manager

With a copy to:

Erin McCormick Law, PA
 c/o Erin McCormick, Esq.
 3314 Henderson Boulevard
 Suite 100D
 Tampa, FL 33609

8. INSERT SECTION 28. OF THE AGREEMENT AS FOLLOWS:

28. Public Records. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including, but not limited to, Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the CDD to perform the service.
- b. Upon request from the CDD's custodian of public records, provide the CDD with a copy of the requested records or allow the records to be inspected or copied, within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the CDD.

d. Upon completion of this Agreement, transfer, at no cost, to the CDD all public records in possession of the Contractor or keep and maintain public records required by the CDD to perform the service. If the Contractor transfers all public records to the CDD upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the information technology systems of the CDD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BY EMAIL AT RECORDS@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

9. INSERT SECTION 29. OF THE AGREEMENT AS FOLLOWS:

29. Nongovernmental Entity Human Trafficking Affidavit. The Nongovernmental Entity Human Trafficking Affidavit, attached hereto as Exhibit "B ,," has been executed by Contractor, and is incorporated into this Agreement.

COUNTERPARTS. This Sixth Amendment may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall be deemed fully executed when each party whose signature is required has signed at least one counterpart, even though a single counterpart does not contain the signatures of all the parties.

{THIS SPACE LEFT BLANK INTENTIONALLY}

{SIGNATURES COMMENCE ON FOLLOWING PAGE}.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Sixth Amendment on the dates set forth below.

Lessor: Westchase Community Development District, a community development district under Chapter 190, *Florida Statutes*

By: _____

Name: Matthew Lewis

Title: Chair, Board of Supervisors

Date: _____

Witnesses:

Name

Print

Address

Name

Print

Address

Vertex Development, LLC
a Delaware limited liability company

By: _____
Name: Alan Ruiz
Its: Manager
Address of Vertex:
3630 W. Kennedy Blvd
Tampa, FL 33609

Date: _____

Witnesses:

Name

Print

Address

Name

Print

Address

EXHIBIT A

LEGAL DESCRIPTION OF PARENT PARCEL

Hillsborough County Parcel #: U-08-28-17-ZZZ-000000-27290.0

CERTIFIED COPY

WESTCHASE UNDEVELOPED PARCEL
PART OF FOLIO NO. 3530.0000

PART 2 - Parcel 1

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of said Section 8 for a **POINT OF BEGINNING**, run thence along the East boundary of said Southeast 1/4 of said Section 8, S.01°02'58"W., 438.27 feet, to the Northeast corner of WESTCHASE SECTION "225", "227" AND "229", according to plat thereof as recorded in Plat Book 74, Page 14, Public Records of Hillsborough County, Florida, said point also being a point on the Southerly boundary of a 75 foot wide Tampa Electric Company Easement as recorded in O.R. Book 2831, Page 679, Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said WESTCHASE SECTION "225", "227" AND "229" and the Southerly boundary of said 75 foot wide Tampa Electric Company Easement, S.86°55'09"W., 2532.65 feet to a point on the Southeasterly boundary of the Hillsborough County property for future Ehrlich Road as recorded in Official Records Book 7531, Page 1307, Public Records of Hillsborough County, Florida; thence along said Southeasterly boundary the following two (2) courses: 1) Northerly, 15.47 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 25°19'49" (chord bearing N.35°55'57"E., 15.35 feet) to a point of tangency; 2) N.48°35'52"E., 254.93 feet to a point on the Southerly boundary of a 30 foot wide Houston Texas Gas and Oil (Florida Transmission Co.) Main Easement, as recorded in Official Records Book 256, Page 175, Public Records of Hillsborough County, Florida, said point also being on the Southerly boundary of the Hillsborough County property, as recorded in Official Records Book 11543, Page 1096, Public Records of Hillsborough County, Florida; thence along said Southerly boundaries, N.86°55'09"E., 309.83 feet; thence along the Easterly boundary of said Hillsborough County property the following seven (7) courses: 1) N.48°24'30"E., 45.44 feet; 2) N.42°30'19"E., 75.03 feet; 3) N.30°19'13"E., 87.16 feet; 4) N.16°03'45"E., 86.19 feet; 5) N.46°50'08"W., 29.97 feet; 6) N.12°41'41"E., 62.95 feet; 7) N.35°19'55"E., 82.76 feet to a point on the North boundary of the aforesaid Southeast 1/4 of Section 8; thence along said North boundary of the Southeast 1/4 of Section 8, S.89°29'25"E., 589.76 feet to the Northwest corner

CERTIFIED COPY

of the Tampa Electric Company property, as recorded in Official Records Book 7042, Page 798, Public Records of Hillsborough County, Florida; thence along the West boundary of said Tampa Electric Company property, S.00°30'35"W., 270.66 feet; thence along the South boundary of said Tampa Electric Company property, N.86°55'09"E., 246.00 feet to the Southwest corner of the Peoples Gas System Inc. property, as recorded in Official Records Book 7042, Page 798, Public Records of Hillsborough County, Florida; thence along the South boundary of said Peoples Gas System Inc. property, continue, N.86°55'09"E., 60.00 feet; thence along the East boundary of said Peoples Gas System Inc. property, N.00°30'35"E., 100.00 feet; thence along the North boundary of said Peoples Gas System Inc. property, S.86°55'09"W., 60.00 feet to a point on the East boundary of said Tampa Electric Company property; thence along said East boundary of the Tampa Electric Company property, N.00°30'35"E., 155.25 feet to a point on the aforesaid North boundary of the Southeast 1/4 of Section 8; thence along said North boundary of the Southeast 1/4 of Section 8, S.89°29'25"E., 999.85 feet to the **POINT OF BEGINNING**.

Containing 22.220 acres, more or less.

Lessors and Lessee agree that the precise legal description for the Lessors' Property will be corrected, if necessary, and that Lessee may place the correct legal description on this Exhibit "A"

EXHIBIT "B"

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(14), Florida Statutes

I, the undersigned, am an authorized officer or representative of Vertex Development, LLC, a Delaware limited liability corporation, and I attest that Vertex Development LLC, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes; Under penalty of perjury, I hereby declare and affirm that the above-stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

VERTEX DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

