

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

STEVEN NORDBECK and MELISSA
NORDBECK, husband and wife;
TIFANY URENA; ELIZABETH WHITE;
TRY GOLDBERG; GERALD COSENTINO
and LYNNCOSENTION, husband and wife;
MATTHEW MONROE and MISTY MONROE,
husband and wife; WARD NETSCHER;
BRIAN MURPHY and TARA MURPHY,
Husband and wife; WILLIAM A. JAMIESON;
PAUL J. GIANNOTTI; and BRANDON PERTILE,

Case No. 2022-CA-4745

Division B

Plaintiffs,

vs.

HILLSBOROUGH COUNTY, FLORIDA, a
Political subdivision of the State of Florid, and
TAYLOR MORRISON OF FLORIDA, INC., a
Florida corporation,

Defendants.

**DEFENDANT HILLSBOROUGH COUNTY'S ANSWER AND AFFIRMATIVE
DEFENSES TO AMENDED COMPLAINT**

Defendant, Hillsborough County, by and through its undersigned counsel, hereby answers the Amended Complaint and responds as follows to the corresponding paragraphs of the Amended Complaint¹:

JURISDICTION AND VENUE

1. Admitted for jurisdictional purposes only. Otherwise denied.
2. Admitted for jurisdictional purposes only. Otherwise denied.

¹ The inclusion of the bolded and underlined titles of the various portions of the Amended Complaint is for organizational purposes only.

3. Section 163.3215(1), Florida Statutes speaks for itself, and the County denies any purported summary or excerpt of its provisions.

4. Admitted for jurisdictional purposes only. Otherwise denied.

5. Admitted for jurisdictional purposes only. Otherwise denied.

6. Admitted for venue purposes only. Otherwise denied.

7. Admitted for jurisdictional purposes only. Otherwise denied.

8. Denied.

9. Denied.

PARTIES AND STANDING

10. Admitted.

11. Without knowledge and therefore denied.

12. Without knowledge and therefore denied.

13. Without knowledge and therefore denied.

14. Without knowledge and therefore denied.

15. Without knowledge and therefore denied.

16. Without knowledge and therefore denied.

17. Without knowledge and therefore denied.

18. Without knowledge and therefore denied.

19. Without knowledge and therefore denied.

20. Without knowledge and therefore denied.

21. Without knowledge and therefore denied.

22. Without knowledge and therefore denied.

23. Denied.

THE DEVELOPMENT ORDER/PROCEDURAL HISTORY

24. Admitted that Exhibit A to the Amended Complaint is the Subdivision Construction Plan Approval issued by the County on May 5, 2022. Admitted that Exhibit B to the Amended Complaint is the first page of the construction plans approved by the Subdivision Construction Approval. Otherwise denied.

25. Admitted that PD 91-0136 was approved by the County in 1991. Portions of Exhibit C are illegible, such that the County is without knowledge and therefore denies that a true and correct copy of PD 91-0136 is attached as Exhibit C.

26. Admitted that PD 91-0136 approved one residential lot per acre. Admitted that Exhibit D is the General Site Plan approved by PD 91-0136. Otherwise denied.

27. Admitted that PD 91-0136 was found by the County to be consistent with the Comprehensive Plan applicable at the time PD 91-0126 was considered by the County.

28. Admitted that there is a Future Land Use Element in the Comprehensive Plan. The Future Land Use Element speaks for itself, and the County denies any purported summary or excerpt of its provisions.

29. Denied.

30. Denied.

THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT

31. Chapter 163, Part II, Florida Statutes, the Local Governmental Comprehensive Planning and Land Development Regulation Act (the "Act") speaks for itself, and the County denies any purported summary or excerpt of its provisions.

32. The Act speaks for itself, and the County denies any purported summary or excerpt of its provisions.

33. The Act speaks for itself, and the County denies any purported summary or excerpt of its provisions.

34. Denied.

35. The Act speaks for itself, and the County denies any purported summary or excerpt of its provisions.

**THE DEVELOPMENT ORDER IS INCONSISTENT WITH
HILLSBOROUGH COUNTY'S COMPREHENSIVE PLAN**

36. Denied.

37. The Future Land Use Element speaks for itself, and the County denies any purported summary or excerpt of its provisions.

38. Denied.

39. Comprehensive Plan Objective 4.3 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

40. Denied.

41. Denied.

42. Denied.

43. Future Land Use Element Policy 1.4 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

44. Admitted that the Property lies outside the Urban Service Area pursuant to the Comprehensive Plan that is currently in effect. Otherwise denied.

45. Admitted that the Property is within a designated Rural Area pursuant to the Comprehensive Plan that is presently in effect. Otherwise denied.

46. FLUE Urban Service Area (USA) Objective 1 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

47. Denied.

48. FLUE Objective 4 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

49. FLUE Policy 4.1 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

50. Denied.

51. Denied.

52. Admitted that the Keystone-Odessa Community Plan is attached to the Amended Complaint as Exhibit 1 is part of the Comprehensive Plan. The Keystone-Odessa Community Plan speaks for itself, and the County denies any purported summary or excerpt of its provisions.

53. Denied.

54. Denied.

55. The Keystone-Odessa Community Plan speaks for itself, and the County denies any purported summary or excerpt of its provisions.

56. Denied.

57. The Keystone-Odessa Community Plan speaks for itself, and the County denies any purported summary or excerpt of its provisions.

58. Denied.

59. FLUE Policy 16.2 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

60. Denied.

61. Exhibit B to the Amended Complaint speaks for itself, and the County denies any purported summary or excerpt of its provisions.

62. Without knowledge and therefore denied.

63. Comprehensive Plan Policy 16.8 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

64. Denied.

65. Objective 8.2 “Livable Communities Next Steps” and Policy 20-7.3 speaks for itself, and the County denies any purported summary or excerpt of its provisions.

66. Denied.

67. Denied.

COUNT 1
DECLARATORY AND INJUNCTIVE RELIEF

68. The County realleges its responses to Paragraphs 1 through 67 as stated above.

69. Denied.

70. Admitted for jurisdictional purposes only. Otherwise denied.

71. Denied.

72. Denied.

WHEREFORE, Defendant Hillsborough County, demands judgment in its favor and against Plaintiffs, together with an award of its attorneys’ fees, reasonable costs, and such additional relief that this Court deems just and proper.

Defenses

Hillsborough County hereby states its defenses to Plaintiffs’ claims, and states that by stating these defenses, Hillsborough County does not agree, stipulate, or admit that it has the burden of proof on any of the following defenses:

First Defense

The rezoning for the subject property which altered the use, density or intensity of the property was approved in 1991, and as such Plaintiffs’ claim is barred as it was not filed within 30 days of rendition of the rezoning approval as required by Section 163.3215(3), Florida Statutes.

Second Defense

Plaintiffs lack standing to bring their claims pursuant to Sections 163.3215(2), and 163.3215(3), Florida Statutes.

Third Defense

The County’s May 5, 2022, Subdivision Construction Plan Approval (“Construction Approval”) in no way alters the use, density of use, or intensity of use of the subject property. Furthermore, the Subdivision Construction Plan Approval is not the development order that allowed the provision of public water and wastewater for the development.

Fourth Defense

Even if the Subdivision Construction Plan Approval was an appropriate development order for Plaintiffs to challenge pursuant to §163.3215, Florida Statutes, Plaintiffs William A. Jamieson, Paul J. Giannotti, and Brandon Pertile did not file suit within 30 days of rendition Subdivision Construction Plan Approval contrary to the provisions of §163.3215(3), Florida Statutes.

DEMAND FOR ATTORNEYS’ FEES

The County is entitled to recover its reasonable attorneys’ fees incurred in defending this action pursuant to Section 163.3215(8)(c), Florida Statutes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 15, 2022, the foregoing Defendant Hillsborough County's Answer and Affirmative Defenses to Amended Complaint was filed with the Clerk of Court via the Florida Courts E-filing Portal, which will send a notice of electronic filing to all counsel of record.

/s/ Mary J. Dorman _____

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