



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, August 14, 2023
5:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

**Please join the GoToMeeting
from your computer, tablet or smartphone:**

<https://meet.goto.com/718917637>

or dial in using your phone:

+1 (872) 240-3412 - Access Code: 718917637

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith

Roll Call – City Clerk Lori Hillman

Invocation – Senior Planner Rodney Corriveau

Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

1.1 Tennis Pro Florida, LLC Liquor License

2. CONSENT ITEMS

2.1 Approval of July 24, 2023 Regular Meeting Minutes

1. M07-24-2023

2.2 C.W. Roberts Change Order No. 1 for Airport Itinerant Apron

1. PCO 002 Asphalt repairs

2.3 Request Approval of the Sole Source Exemption by the Utilities Department

3. BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT

3.1 **RZ 15-23 - Rezone of 5028 Airport Road Planning Report**

1. RZ 15-23 Airport Road Rezoning August 14 2023
2. RZ 15-23 Airport Road Rezoning Exhibits August 14 2023
3. Table 2.02.01 Allowable Uses in Zoning Districts

3.2 **SPR-68-23 Re-Plat of the Final Plat for the Market at Zephyrhills**

1. Replat of Plat Staff Report for City Council Market at Zhills
2. Attachments for City Council Market at Zhills Replat August 14 2023

4. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

5.1 BGE TO 104-23 Pretty Pond Road Traffic Analysis Review

1. Task Order 104-23 Pretty Pond Road Traffic Analysis Review

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on July 24, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (872) 240-3412 - Access Code: 527-601-373.

Council President Lance Smith called the meeting to order at 6:10 p.m. Roll call was taken. Present were members Lance A. Smith, Jodi Wilkeson, Charles Proctor, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. Kenneth Burgess was absent. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, IT Director Mike Panak, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Building Official Bill Burgess, Airport Manager Nathan Coleman, Finance Director Ted Beason, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss and City Clerk Lori Hillman.

Brandon Bristow delivered the innovation. The Pledge of Allegiance followed.

1. MAYOR

Swearing In of Police Officer Aguayo

Police Chief Derek Brewer introduced Joel Aguayo and administered the oath of office following his pinning.

2. CONSENT ITEMS

2.1 Approval of July 10, 2023 Regular Meeting Minutes

2.2 Approval of July 10, 2023 Workshop Minutes

2.3 Jacobs Engineering Terminal Design Build Scope and Fee

2.4 Parks and Recreation Board Member Appointee

Steve Spina moved to approve the Consent Items. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Adopt Charter Amendment

Second Reading **ORDINANCE NO. 1465-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING AN AMENDMENT TO THE CHARTER LAWS OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE 1, CHAPTER 1, SECTION 11.01 TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE II, CHAPTER 1, SECTION 21.031 TO REQUIRE COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE II, CHAPTER 1, SECTION 21.11 TO REQUIRE THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS; AMENDING TITLE II, CHAPTER 2, SECTION 32.03 TO REQUIRE THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE V, SECTION 51.01 REQUIRING ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE; AMENDING TITLE V, SECTION 51.07 TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING; AMENDING TITLE XI TO PROVIDE FOR FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ZEPHYRHILLS AND POWERS AND AUTHORITY FOR THE CODE CODIFIER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR EFFECTIVE DATE OF ORDINANCE AND EFFECTIVE DATE OF PROPOSED CHARTER AMENDMENTS; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance 1465-23 by title. A public hearing was held and there were no comments from the floor.

Charles Proctor moved to approve Ordinance 1465-23 on the Second Reading. Seconded by Steve Spina. Motion passed unanimously, 4-0.

4. PLANNING DIRECTOR'S REPORT

4.1 ANX-19-23 5L Properties, LLC Annexation, Future Land Use Map Amendment and Rezoning Planning Report

Planning Director Todd Vande Berg introduced the applicant's representative Melanie Romagnoli.

Melanie Romagnoli – P.O. Box 1415 – New Port Richey, FL 34656

Ms. Romagnoli said she represents 5L Properties on 72.52 acres located at the corner of 6th Avenue and Chancey Road, adjacent to the Zephyrhills Municipal Airport. The applicant is proposing a large-scale Comprehensive Plan Amendment to the future land use map from County IL (Light Industrial) to City IN (Industrial) with a zoning change from County AC (Agriculture) to City LI (Light Industrial). The petition adheres to F.S. Subsection 171.044 for annexation, the property is reasonably compact, will be used for urban purposes, and is contiguous to the City of Zephyrhills' Municipal boundaries. The applicant held preliminary discussions with Utilities Director John Bostic relating to water and sewer and does not foresee any issues. The proposed project meets the objectives within the City's Comprehensive Plan for land use and economic development. The future land use is supported by multiple comprehensive plan goals and policies, the existing surrounding City zoning is compatible with light industrial uses, and the subject property is located in the City's future "Industrial Overlap Corridor" area.

Planning Director Todd Vande Berg said the Planning Commission was excited about the potential industrial users, job creation, fiscal responsibility and land use diversity. Staff and the Planning Commission unanimously recommended approval of the annexation, future land use map amendment and rezoning. Council concurred to move forward to create an ordinance and schedule a Transmittal Public Hearing.

5. FINANCE DIRECTOR'S REPORT

5.1 Set Tentative Millage Rate FY 23-24

Finance Director Ted Beason presented a 6.25 millage rate and said the total taxable value for the City of \$1.3M, with a proposed 6.25 mills, will generate \$7,990,000.00 with a 10.10% increase. Staff will list 6.25 mills on the Truth in Taxation Form (TRIM) and requested public hearings be held, Tuesday, September 12, 2023 and Monday, September 25, 2023.

Steve Spina moved to approve the 6.25 millage rate and schedule public hearings for Tuesday, September 12, 2023 and Monday, September 25, 2023. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

6. CITIZEN COMMENTS

N/A

MAYOR ANNOUNCEMENTS – Mayor Melonie Bahr Monson distributed a Mayor's Youth Council flyer that will be dispersed immediately to recruit seven (7) members. The Mayor's Youth Council Application is available online through the City's website

CITY MANAGER ANNOUNCEMENTS - City Manager William Poe said he and Department Heads will be participating in the Third Grade Reading Program at West Zephyrhills and Woodland Elementary schools and encouraged Council members to participate. He said the program requires a 30 minute to one hour weekly commitment.

Council President Smith said statistics show that 70% of students in local elementary schools are below the Third Grade reading level. He said reading is a fundamental skill and asked everyone to participate.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS - Councilwoman Wilkeson said she is excited about the approval of the design build for the new FBO Building at the Airport. She said she would love to attend the schematic design meetings to see the vision and said this is a great opportunity for the City. She said she is very much interested in the Reading Program.

Councilman Proctor said he is happy to keep the millage rate at 6.25 mills.

Councilman Steve Spina said shortly after he was elected in April, he met with County Commissioner Ron Oakley to discuss topics which included homelessness and the lack of resources on the East side of Pasco County. Assistant County Administrator Cathy Pearson contacted him today and will be scheduling a meeting with CHIPS and the Acting Director for the Pasco Coalition for Homeless to discuss issues and offer assistance. He said the City has experienced extraordinary rain fall over the last couple weeks and today, he received pictures of flooding from Trotters Crossing. He understands the project is under construction but since being elected, this issue has been addressed at a number of meetings and asked if there was a role Councilmembers could play to help mitigate the impact on the neighbors.

City Manager William Poe said he was made aware of the issue today and reached out to the City Attorney to discuss the City's options. He also sent an email to the engineer and developer requesting a meeting.

City Attorney Matthew Maggard said he requested stormwater permits from the Planning Director and will reach out to SWFWMD's Council tomorrow to discuss the continuation of stormwater leaving this project onto neighbor's property for enforcement of stormwater permits.

Council President Smith said the City needs to create an agreement tied to the development of a project to address potential issues of this nature moving forward. He said the City must have the ability to fine developers that don't execute plans as they were designed that are not functioning properly. He said the City needs to significantly impact developer's pockets to get their attention. He voiced his appreciation to the City Attorney for his efforts with SWFWMD as a means of enforcement.

City Attorney Matthew Maggard said the City does not have a specific code addressing stormwater because the City does not permit or regulate stormwater. He will work to implement an instrument locally for stormwater that does not cross the jurisdictional boundary of enforcement.

Spoke from the floor: Warren Earle – 3522 Florida Ranch Blvd. – Zephyrhills, FL

Mr. Earle said they were hauling truckloads of dirt from Trotter's Crossing with mud everywhere last Saturday. He said the water is coming down onto Kim Earle's property and down to Phelps Road where the water is creating ruts.

Council President Smith said the City has been talking about spending \$7M plus on Hercules Park and spending money to improve Clock Plaza. He said if he went to these sites with his family and there were a lot of homeless people, he would leave. He said this is an issue the City has to get ahold of because it affects the economics. His heart goes out to people on the streets but there is a bigger impact, it's quality of life. He said he turned on water and electric services to a unit and the electric process was much easier than the method to turn on the water. He said the process to turn on water service was convoluted and required two or three phone calls, it was very difficult. He said the City has to improve their process with the ability to activate services online. He recognized Main Street Director Antwon Gildon and the Main Street members for a great job with the Car Show.

7. NOTED ITEMS

7.1 BGE Task Order 103-23, GIS Administrative Services

Meeting adjourned: 6:51 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

C.W. Roberts Change Order No. 1 for Airport Itinerant Apron

Issue:

Unforeseen issues during construction.

Background:

This PROJECT consists of the construction Phase Services for Itinerant Apron project in Conformance with the FAA AC 150/5300-13A located at the Zephyrhills Municipal Airport. This project is joint participation with FDOT, 88.33 % with a 16.67% local match. Please consider Change order No.01 for **\$86,821.73.00**. This cost is covered within the grant agreement.FPN#449182-94-1 FDOT 83.33% Local 16.67%. The project is estimated at \$800,000 under budget. Please see the attached change order for complete details.

Attachment(s):

1. PCO 002 Asphalt repairs

Fiscal Impact:

Budgeted in Fiscal Year 2022/2023 for **\$3,000,000**.

Staff Recommendation:

Staff recommends City Council's consideration for approval of change order No.1 with C.W.R Contracting, INC.



ZEPHYRHILLS MUNICIPAL AIRPORT

ITINERANT APRON

City of Zephyrhills Bid 11-22-03

CHANGE ORDER No. 1

OWNER: City of Zephyrhills
OWNER'S AUTHORIZED AGENT: Mr. Nathan Coleman
OWNER'S AGENT'S ADDRESS: 39450 South Avenue, Zephyrhills, FL 33542
CHANGE ORDER NO.: 01
PROJECT NO.: FDOT 449182-1-94-1
CONTRACTOR: C.W.R CONTRACTING, INC.
ADDRESS OF CONTRACTOR: 2012 Jim Johnson Rd, Plant City, FL 33566
CONTRACT DESCRIPTION: Itinerant Apron Project
CONTRACT DATE: 9/13/22

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY EXECUTED BY THE OWNER AND THE CONTRACTOR. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, CONTRACTOR SHALL EXECUTE AND RETURN ALL COPIES TO THE OWNER WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE THE PROJECT BY THE AMOUNT(S) SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE

- A. Flowable Fill for Abandoned Pipe – Original plans called for installing plugs at either end of the existing 15" storm sewer pipe underneath Taxiway C1, which would have left a void under Taxiway C1 where the abandoned pipe would have remained. Pipe filled with flowable fill to prevent potential issues at a later date.
Total Cost = \$4,312.47
- B. Taxiway B Asphalt Repair – Asphalt immediately adjacent to the new apron site appeared to be extremely damaged and well past its expected service life, with alligator cracking and delamination throughout. Section appeared to show the same signs of wear as asphalt that was removed as part of the new apron. Not replacing this section would have left an area of dead asphalt next to the apron and in the middle of asphalt sections that still have service life remaining.
Total Cost = \$57,516.77
- C. Construction Entrance Asphalt Repair - Asphalt at the AOA gate at the west end of Taxiway C showed signs of base and asphalt failure, with extreme rutting (>4").
Total Cost = \$24,998.49

TOTAL ADDITIONAL COST = \$86,827.73



ADJUSTED PROJECT COSTS

ORIGINAL TOTAL CONTRACT PRICE	\$1,948,557.00
APPROVED ADDITION OR DELETIONS TO CONTRACT TO DATE:	N/A
APPROVED REVISED CONTRACT AMOUNT TO DATE:	N/A
AMOUNT OF THIS CHANGE ORDER: ADD <u>X</u> DELETE	\$86,827.73
REVISED TOTAL CONTRACT PRICE:	\$2,035,384.73
PERCENTAGE THIS CHANGE OF ORIGINAL CONTRACT PRICE	4.5%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTORS ACCEPTANCE

TITLE: SENIOR PROJECT MANAGER

DATE: 7/24/2023

RECOMMENDED FOR APPROVAL:

FOR AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.:

PROJECT MANAGER

DATE: Michael E. Cummings
Digitally signed by Michael E. Cummings
DN: cn=Michael E. Cummings, o=American
Infrastructure Development, Inc., ou=Principal Director of
Construction Management, cn=Michael E. Cummings
Date: 2023.07.27 11:22:23 -0400

APPROVED: City of Zephyrhills

BY: _____

DATE: _____

CONSENT ITEMS 2.3

Request Approval of the Sole Source Exemption by the Utilities Department

Issue:

There are four (4) vendors which provide the Utilities department services, repair and service to existing proprietary equipment. It is requested to forego the standard sole source posting every two years and continue their service until the City terminates their service.

Background:

The City has been purchasing from the below for over ten (10) years. An exemption is requested to purchase from these companies from now on with automatic continuance until it is determined to move to another company. No other vendor can supply the equipment or service the repairs based on the proprietary status they hold for the equipment installed at the Waste Water Treatment Plant. This would be a Sole Source Approval with no expiration. Unless there is a project involved, the yearly expenditure is under the City Manager's approval threshold of (\$50,000).

Cues- Only vendor to provide and service the WWTP Camera Truck

ICON-Support and repair parts on the Yaskawa modules located at the WWTP and Well Sites.

Air Centers-Only vendor who services and provides parts and installs Ingersoll Rand Compressors.

Attachment(s):

None

Fiscal Impact:

The expense is already budgeted.

Staff Recommendation:

The staff recommends approval of the exception. We would like to continue to utilize the above companies, without posting every two (2) years, their sole source status based on the above background and knowledge that the City will continue utilizing the equipment and/or services. Should the City terminate the service, it would mean the City would be changing the equipment currently in a proprietary status, which would lead to an extreme cost.

Staff Report Memorandum

To: City Council and Honorable Mayor
From: Rodney Corriveau, AICP – Senior Planner
RE: RZ 15-23 – Rezoning
Date: August 14th 2023

I. BACKGROUND & INFORMATION

A. History | Application Summary

This is a rezoning petition presented by BGE, on behalf of the property owner, 5028 Zephyrhills LLC for a 3.99 acre parcel at the intersection of Airport Road and South Ave, approximately 250 feet east the railroad tracks. Please see Figure 1 and Figure 2 for subject property location.

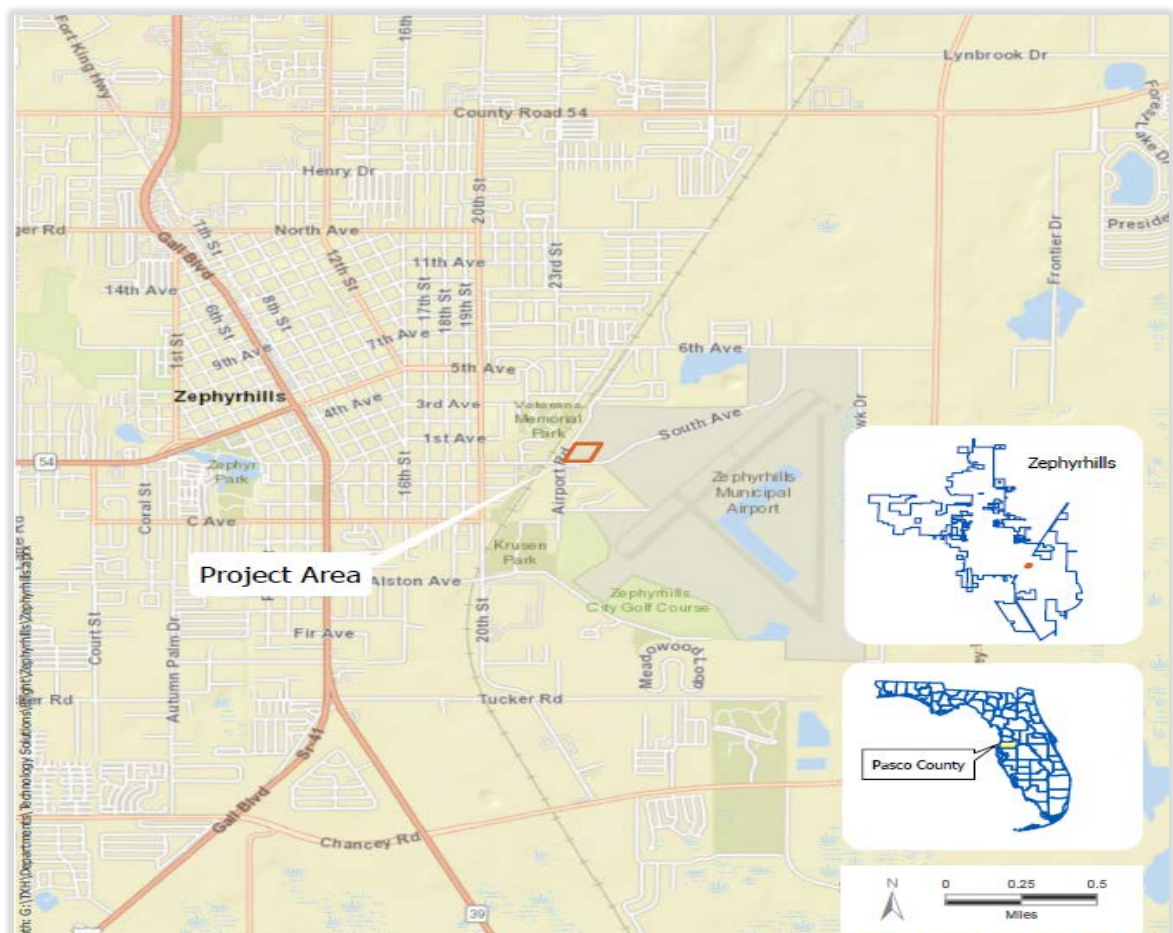


Figure 1 - Location Map *Courtesy of BGE*

The petition is for a zoning designation change from **AP-2 to LI**, therefore any single or combination of uses is possible found within Table 2.02.01- Allowable Uses in Zoning Districts¹ (see page 9 for more detail). The applicant states that “There are currently no plans for any major improvements to the site. The proposed rezoning is to allow for a Recreational/Sport Center use on the subject property.”

B. Site Information

<u>Applicant Owner:</u>	5028 Zephyrhills LLC
<u>Location:</u>	Airport Road and South Ave.
<u>Parcel ID Number(s):</u>	12-26-21-0000-04900-0010
<u>Acreage:</u>	173,970.85 SF, or 3.99 Acres, MOL
<u>Existing Land Use:</u>	Multiple tenant building
<u>Existing Future Land Use:</u>	I (Industrial)
<u>Proposed Future Land Use:</u>	Not Applicable
<u>Existing Zoning:</u>	AP-2 (Airport Related)
<u>Proposed Zoning:</u>	LI (Light Industrial)

II. DATA & ANALYSIS REVIEW

Character Analysis

The subject property is located along Airport Road at the intersection of South Ave., approximately 250 feet from the CSX Railroad. The area is peppered with single-family residential and parkland west of the railroad tracks, a home construction and repair office immediately west, industrial to the south (a multi-tenant building), airport, and airport and supportive uses to the east, and vacant lands and City supportive uses to the north (public works facilities yard). The subject property consists of 3.99 acres, more or less.

¹ Provided in convenient condensed format herein – the full table is attached.



Figure 2 – Aerial Project Location *Courtesy of BGE*

The applicant states that “There are currently no plans for any major improvements to the site. The proposed rezoning is to allow for a Recreational/Sport Center use on the subject property.” Please see the full-range of development possibilities permissible as-of-right, with a conditional use permit, as-of-right under provisional review (SPRC-only review), or as-of-right with a special exception (Planning Commission review) under the LI zoning designation in the Comp Plan/LDC Analysis beginning on page 7. *Table 2.02.01 – Allowable Uses in Zoning Districts* is condensed herein beginning on page 9, the full Table is attached to this report). As a reminder, if the petition for a zoning designation change from AP-2 to LI is approved, any single, or combination of uses from the approved use table is a possibility.

A. Compatibility Analysis

1. Rezoning

- (a) The request is to change the subject property’s zoning classification from AP-2 to LI;
- (b) The requested zoning designation could potentially be consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are (please refer to Figure 3 – Existing Zoning Map below):

- i. City AP-1 to the north
- ii. City AP-1 to the east
- iii. City LI to the south
- iv. City R-2 to the west;



Figure 3 – Existing Zoning Map *Courtesy of BGE*

(c) The subject petition and subsequent potential redevelopment will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning change is potentially compatible/consistent with the growth and development trends of the area – if redeveloped in a ‘sympathetic’ manner under the LI zoning designation to the other adjacencies supportive to the airport, see Figure 4 – Proposed Zoning Map below.

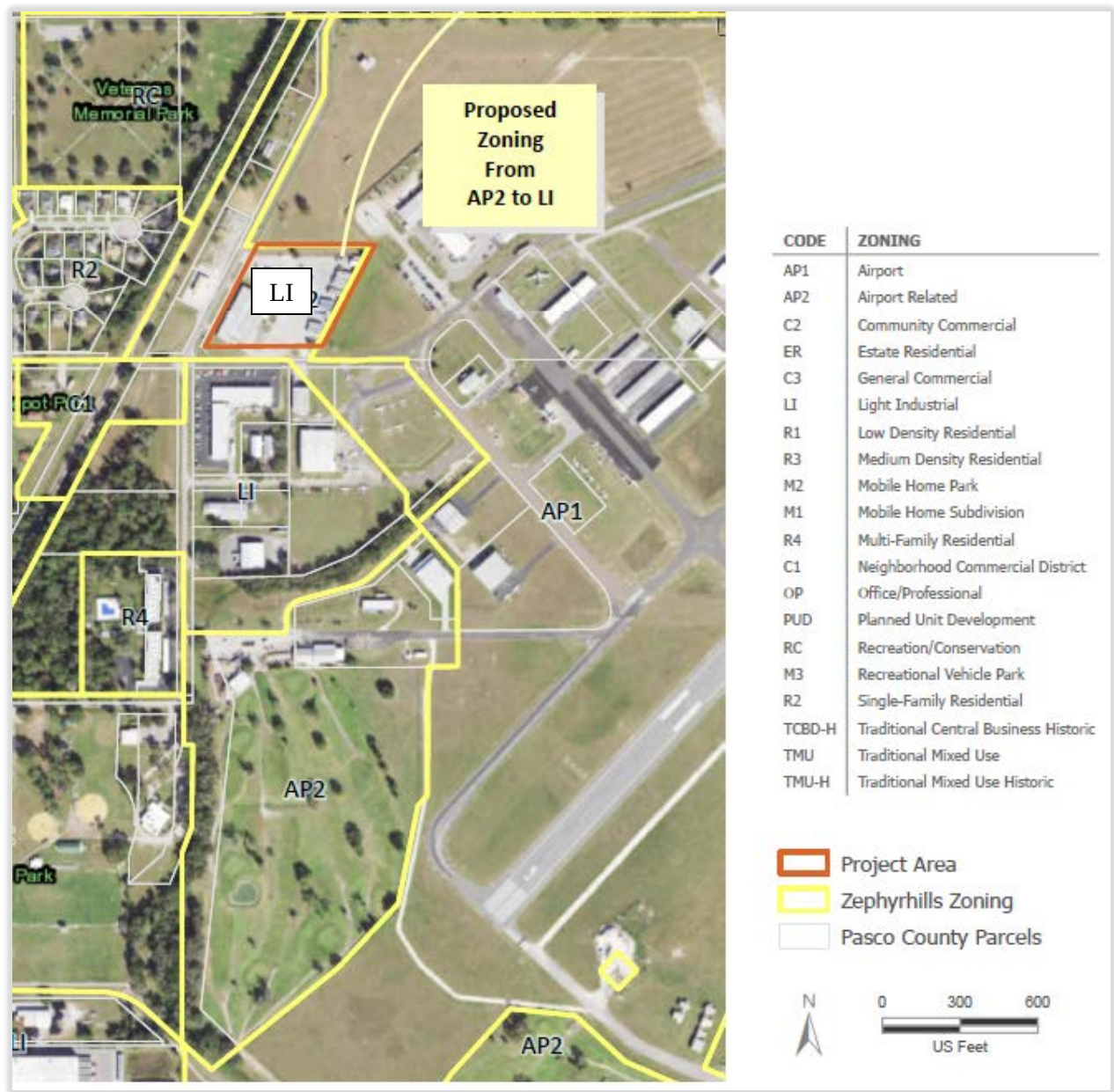


Figure 4 - Proposed Zoning Map *Courtesy of BGE*

As previously noted, there are no immediate plans for redevelopment, and this rezoning is intended to allow a recreational/sport center use on the site (which is not permissible under the existing zoning). Please note that the site, once re-zoned (if approved by the City), could potentially be developed in any combination of uses from *Table 2.02.01 – Allowable Uses in Zoning Districts*, please see specific uses beginning on page 9.

The assigned Industrial Future Land Use (FLU) category purpose is to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner: and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. . The FLU is not proposed to change. See Figure 5 – Existing Future Land Use map, below.

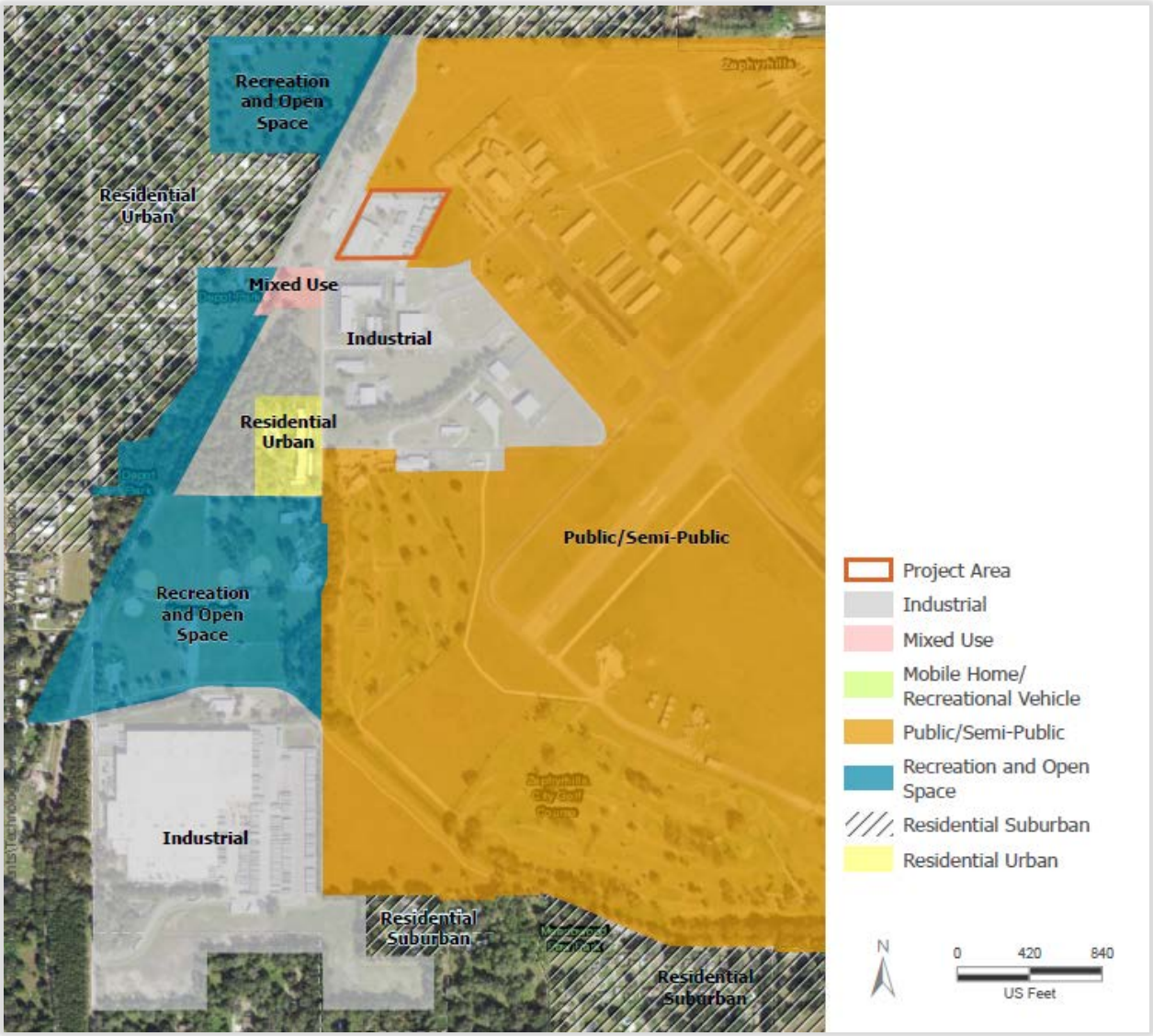


Figure 5 – Existing Future Land Use Map *Courtesy of BGE*

The subject site shall be in conformance with all applicable LDCs at the time of redevelopment. Only the maximum potential square footage allowable under the LDC shall be permitted given the constraints of the site and bulk regulations under the LDC, including, but not limited to height, setbacks, FAR, airport regulations.

B. Natural & Historic Resources Analysis

The following site characteristics are provided or will be provided at the time of redevelopment:

1. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat. See Attachment 1 – FEMA Map, attached.
2. Wetlands | Water Bodies – There are no wetlands or bodies of water located on the subject property. See Attachment 2 – Wetlands Map, attached.
3. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
4. Natural Resources – A Protected Species Assessment will be required at the time of redevelopment. See Attachment 3 – Biological Hotspots Map, attached.
5. A detailed soils report shall be submitted at the time of redevelopment. See Attachment 4 – Soils Map.

C. Public Services Suitability Analysis | Impact

Police, fire, water, sewer, sanitation, transportation and school impacts will be determined at the time of redevelopment.

D. Comp Plan and LDC Analysis and Response

Goal LU-1 - To achieve an economically and diversified tax base that ensures:

- a. That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;
- b. That recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;
- c. That enjoyment of natural and man-made recreational resources by citizens and visitors alike; and
- d. That threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.

Response: Consistent with the above stated goals, the property, when redeveloped, shall achieve a diversified tax base.

Objective LU 1-1 - To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

Response: The existing property currently has a multi-tenant building, and the proposed redevelopment, if and when presented to the City, shall have a greater impact on the tax base.

Policy LU 1-1-1 - The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which

- a. regulate the subdivision of land;
- b. regulate signage
- c. provide for drainage and storm water management
- d. provide requirements for the provision of open space, traffic flow and parking
- e. coordinate future land use with soil conditions, topography and availability of facilities and services
- f. ensure that development orders and permits are issued only when it is documented that there is an adequate level of service
- g. protect limited amount of wetlands and environmentally sensitive land

Response: The redevelopment, when presented to the City, shall be fully designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have been applied for and obtained by the City of Zephyrhills and other applicable state and local authorities.

Objective LU 1-4 - The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Response: A Florida Master Site File shall be submitted at the time of redevelopment. In the event of these resources being discovered, the contractor will be instructed to halt all activity on site and contact the City of Zephyrhills and State authorities before proceeding with further work.

Objective LU 1-9 - Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

Response: The subject redevelopment, when presented to the City, shall be designed with architectural standards in accordance with the City of Zephyrhills LDC, and shall be approved by the City to ensure that the visual appearance is in accordance with requirements. The subject redevelopment shall, according to the LDC, utilize landscape buffers along the front, sides and rear of the property enhancing the visual appearance. Outdoor lighting is restricted when subject site adjoins airport uses.

Policy PUB – 1-2-2: No building permits will be issued for new residential, office or commercial development which is not served by a public water supply.

Response: The site is serviced by the City's water supply.

Policy PUB-5-2-1: The design of drainage facilities shall comply with the ambient water quality standards of SWFWMD, DEP, and Chapter 17 – 25 and other applicable water quality regulations for discharge.

Response: The site, through the site plan review process (SPRC) shall be in full conformance with all applicable regulations; furthermore, Staff will coordinate the review of the application with the City’s EOR to ensure all applicable regulations are strictly followed.

Policy PUB-4-1-2: New development or redevelopment is not permitted unless the finished floor elevation is at least 8 inches above the crown of the adjacent road unless waived by the Building Official and at or above the 100-year flood elevation.

Response: The site, through the site plan review process (SPRC) shall be in full conformance with all applicable regulations and the LI zoning district.

Locational Characteristics: This category is generally appropriate to locations within the urban area that are appropriate for more intensive residential, office and retail commercial uses. These areas are typically in close proximity to and served by the arterial highway network where mixed use developments allow interaction among land uses and encourage mass transit and non-vehicular trips.

Consistency with LDC (Zoning) Ordinances and City Ordinances:

Response: The engineered site plan (at the time it is presented to the City and reviewed by the SPRC) shall be consistent with the applicable comprehensive plan goals and objectives and land development regulations and the intent of the LI zoning district.

The development is located in an area in which transportation, police and fire protection, other public facilities and public utilities, including sewerage, are available and adequate for the uses proposed.

Local Development Pattern:

Response: It is anticipated that the rezoning will eventually result in a redevelopment sometime in the future. The information in Table 2.02.01 – Allowable Uses in Zoning Districts is provided in a truncated version below. The full table relating to the LI Zoning District is attached to this report. PLEASE NOTE THAT ANY ONE OR COMBINATION THEREOF MAY TAKE PLACE ON THE SUBJECT SITE IF THIS REZONING PETITION IS APPROVED. USES ARE PERMISSIBLE AS-OF-RIGHT, THROUGH A CONDITIONAL USE, AS-OF-RIGHT PROVISIONAL USE, OR AS-OF-RIGHT SPECIAL EXCEPTION.

Table 2.02.01 – Allowable Uses in Zoning Districts²³ -

Uses permissible as-of-right in the LI Zoning District include:

- Gas (Fuel) Service Station
- Heavy Vehicle/Equipment Service/Repair
- Towing Services
- Auction House
- Brewery

² Table 2.02.01 – Approved under Ordinance # 1431-21, see attached.

³ * Indicates use currently subject to official moratorium under Ordinance # 1455-23.

- Brewery (Regional/Small)
- Craft Distillery
- Distillery
- Laundry/Dry-Cleaning Plant
- Kennel
- Pet Care Services (Indoor/Outdoor)
- Veterinary Clinic/Hospital
- Government Offices/Facilities
- Construction Services
- Drug Processing/Manufacturing
- High-Tech Manufacturing
- Laboratory (Testing)
- Light Industry/Manufacturing
- Paint Booth
- Publishing & Printing
- Warehouse
- Freight Transportation Services

Uses permissible under a Conditional Use in the LI Zoning District include:

- Automobile Service and Repair
- Greenhouse
- Adult Uses
- Sport Shooting Range
- Lumber Yard
- Recycling Center
- Mini-Warehouse/Self-Storage*
- RV Storage*

Uses permissible as-of-right with a Provisional Review (Level 1 Review (SPRC))) in the LI Zoning District include:

- Flea Market
- Office (Trades/Fleet)
- Technical Trade/Vocational
- Recreation Sports/Center
- Wholesale Distribution
- Airport Related Services
- Commercial Parking Structure
- Transit Center

Uses permissible as-of-right with a Special Exception (Level 2 Review (Planning Commission)) in the LI Zoning District include:

- Private Club/Recreation Facility

Uses permissible as an Accessory to the principal use (review may be required) in the LI Zoning District include:

- Parts and Accessory Sales
- Landscape Supply/Garden Center

- Office (Professional/Corporate)
- Outdoor Storage*

Uses permissible Temporary (permissible for a specific, set, limited time, review may be required) in the C-3 Zoning District include:

- Mobile/Temporary Sales

Pre-Mature Development:

Response: The proposed zoning district will not create premature development. The subject site is already developed, and is targeted for growth pursuant to the City Comprehensive Plan and serves as infill development for this area.

Further facilities analysis and capacity demands of the proposed development were provided with the petition by the applicant. The following standard condition of approval is anticipated to be included as well for this project addressing public facilities: The City shall provide water and/or wastewater service to the project. A utility service agreement may possibly be required. A master utility plan for the project will be required prior to construction plan approval. The developer shall construct all water and wastewater facilities within the development to current City standards. The site will be served by Pasco County Fire and City Police Services.

Residential Impact Statement:

Response: The general area exhibits a mix of uses including airport, industrial, parkland, commercial, and residential uses. At the time of site planning, care shall be taken with specific uses and the placement of such uses on the property to reasonably mitigate impacts to adjacent uses. **Please see Table 2.02.01 for the full range of uses permissible under the LI zoning designation.**

Consistency with LDC and City Ordinances:

Response: The subject development shall be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances.

The requested re-zoning petition could potentially be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan and could adhere to the principles of rezoning for the City's zoning map. However, a review of the Comprehensive Plan and the Land Development Code was conducted by City Staff to the fullest extent given the nature of rezonings and the applicable relevant LDC's.

A final review of an engineered site plan will be made at the time of site plan review to ensure full compliance of the redevelopment, given the LI zoning designation (if this rezoning petition is approved by the City Council).

III. RECOMMENDATION

Site Plan Review Committee – The SPRC approved the petition to rezone the property from AP-2 to LI at its regularly scheduled meeting on June 20, 2023.

Planning Commission – The Planning Commission approved the petition to rezone the property from AP-2 to LI at its regularly scheduled meeting on July 18, 2023.

Based upon the analysis contained herein, along with supporting documentation, **Staff recommends approval of this petition for a rezoning of the property to LI.**

FIGURE 1 - LOCATION MAP

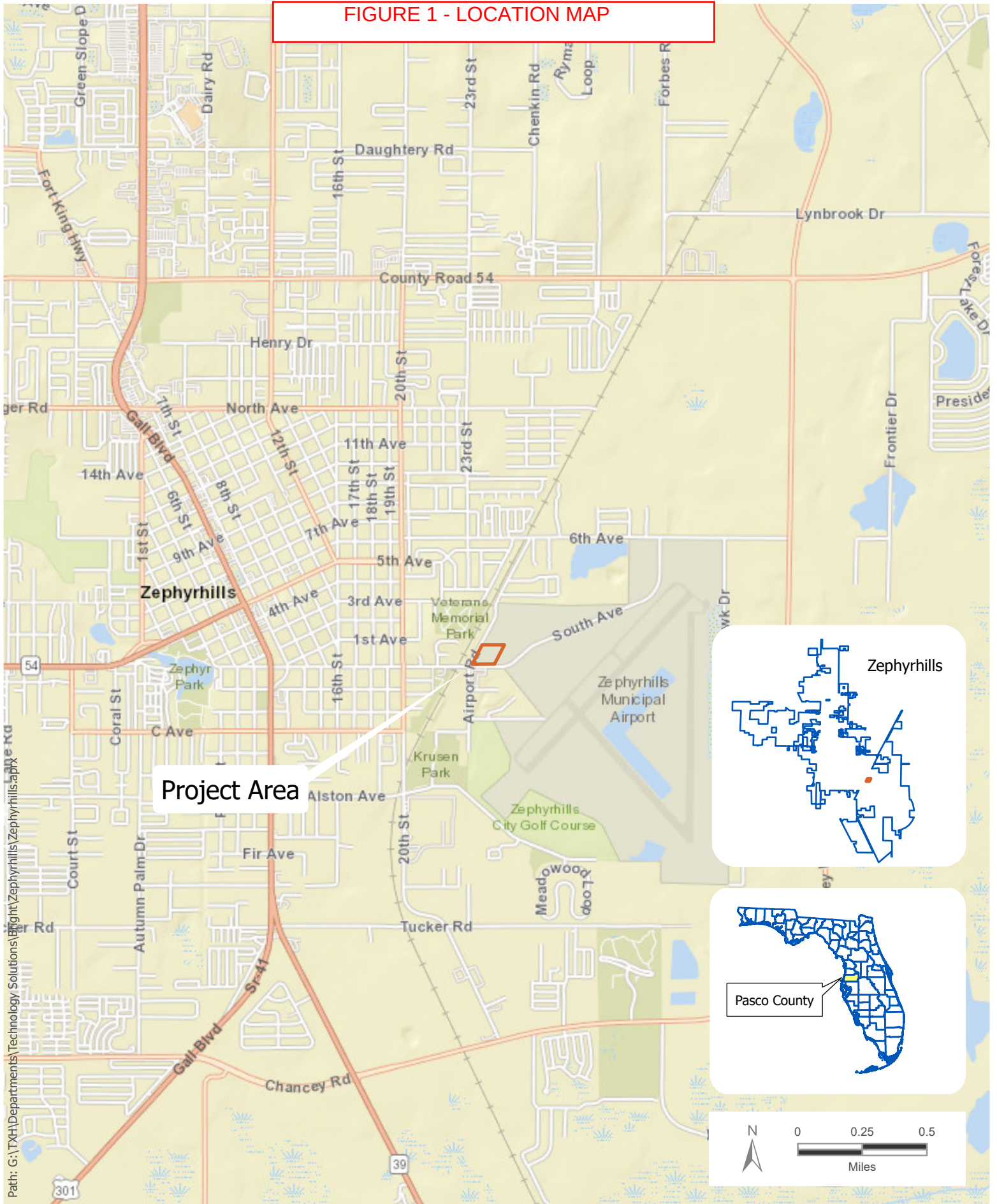


FIGURE 2 - AERIAL LOCATION MAP



 Project Area

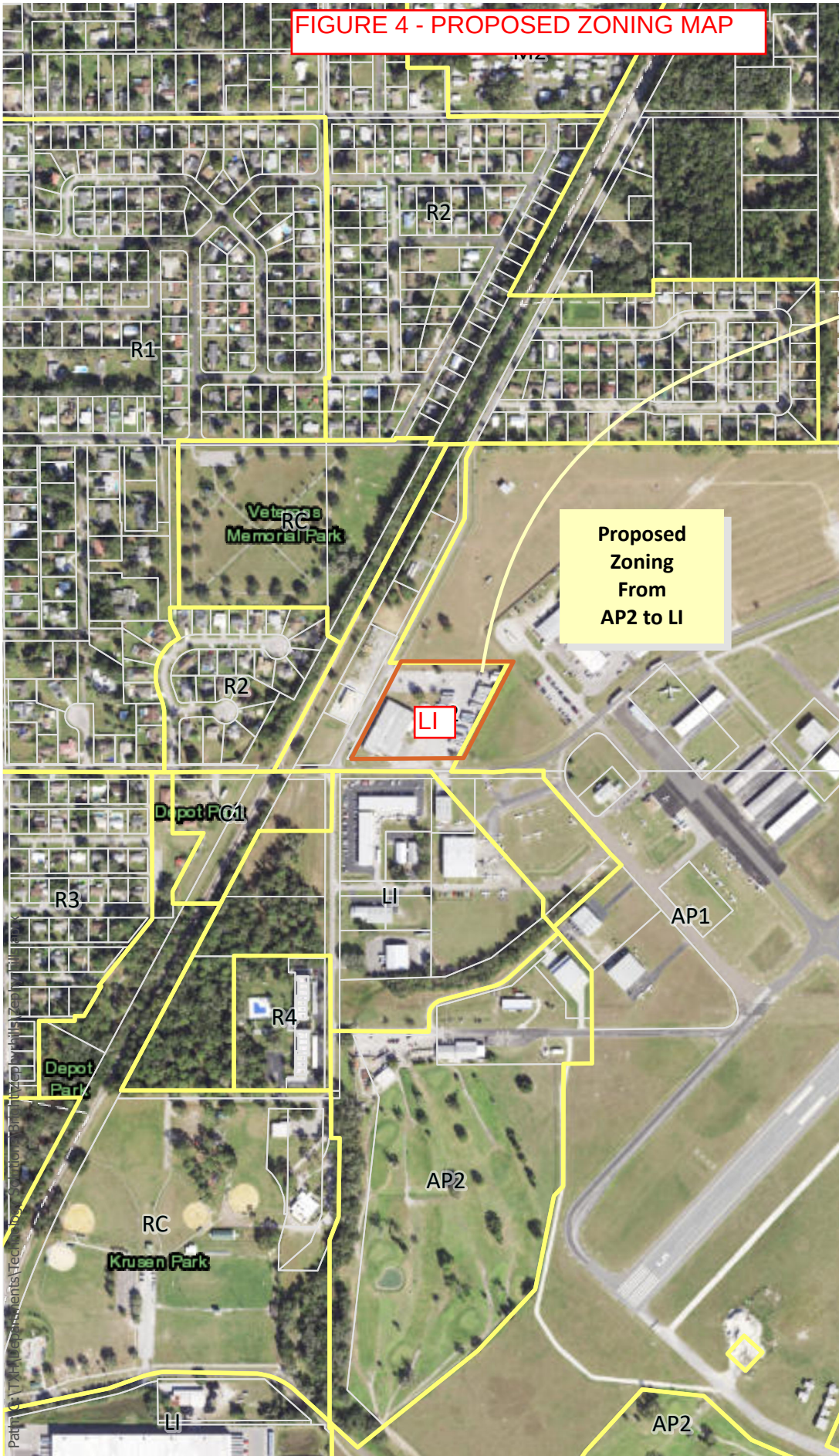


0 200 400
US Feet

FIGURE 3 - EXISTING ZONING MAP



FIGURE 4 - PROPOSED ZONING MAP



CODE	ZONING
AP1	Airport
AP2	Airport Related
C2	Community Commercial
ER	Estate Residential
C3	General Commercial
LI	Light Industrial
R1	Low Density Residential
R3	Medium Density Residential
M2	Mobile Home Park
M1	Mobile Home Subdivision
R4	Multi-Family Residential
C1	Neighborhood Commercial District
OP	Office/Professional
PUD	Planned Unit Development
RC	Recreation/Conservation
M3	Recreational Vehicle Park
R2	Single-Family Residential
TCBD-H	Traditional Central Business Historic
TMU	Traditional Mixed Use
TMU-H	Traditional Mixed Use Historic

- Project Area
- Zephyrhills Zoning
- Pasco County Parcels

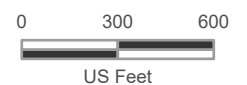


FIGURE 5 - EXISTING FUTURE LAND USE

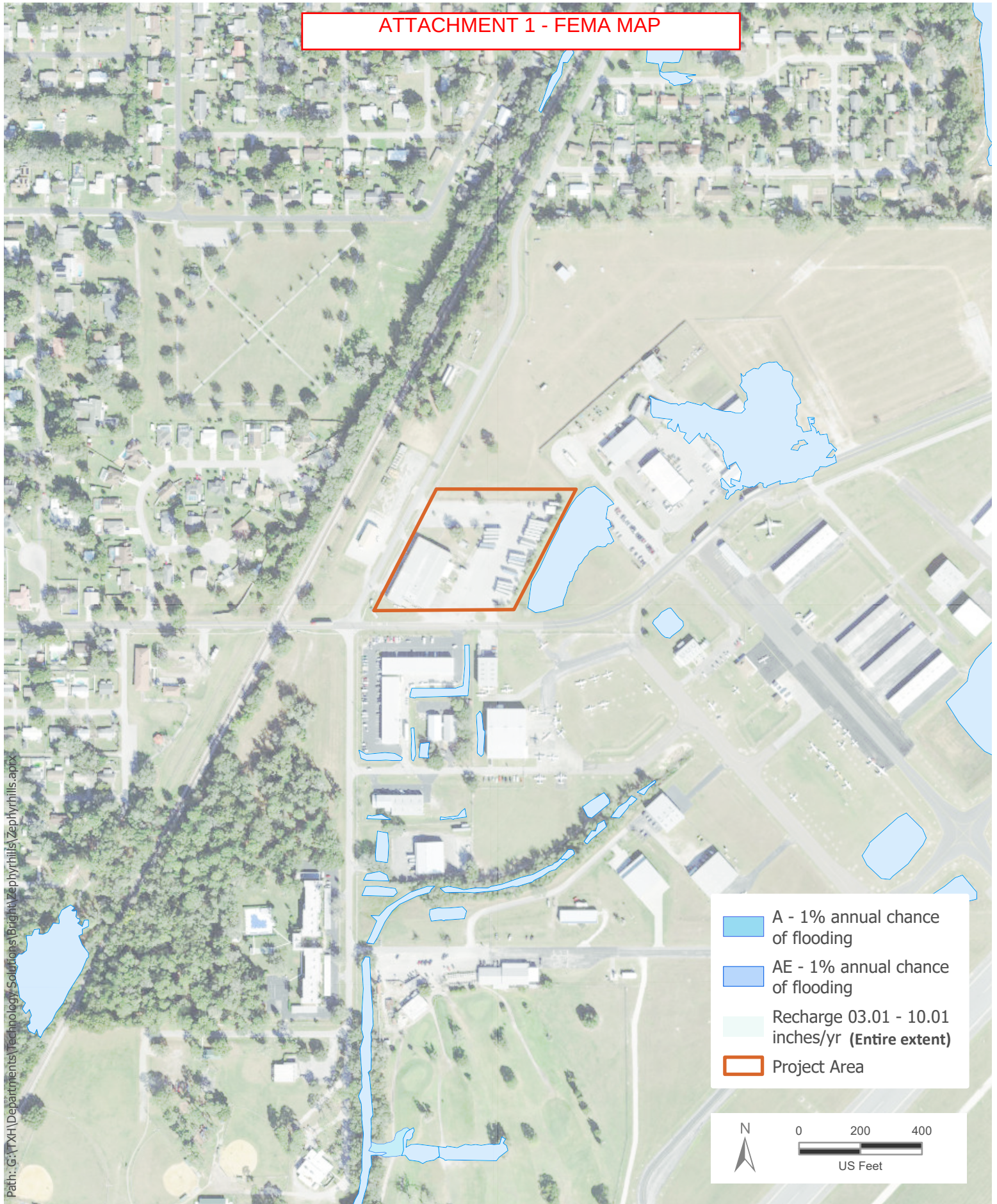


- Project Area
- Industrial
- Mixed Use
- Mobile Home/Recreational Vehicle
- Public/Semi-Public
- Recreation and Open Space
- Residential Suburban
- Residential Urban

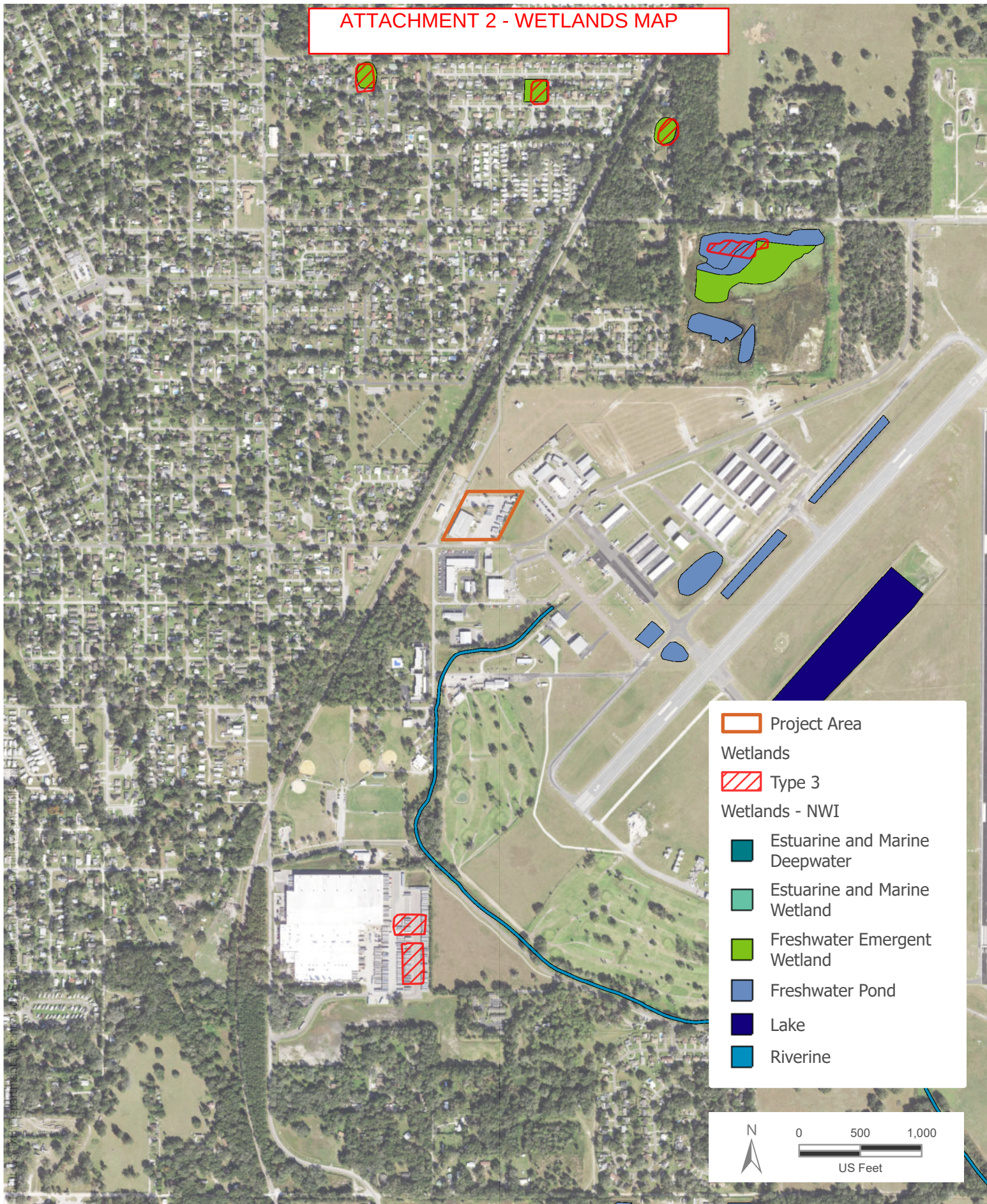


0 420 840
US Feet

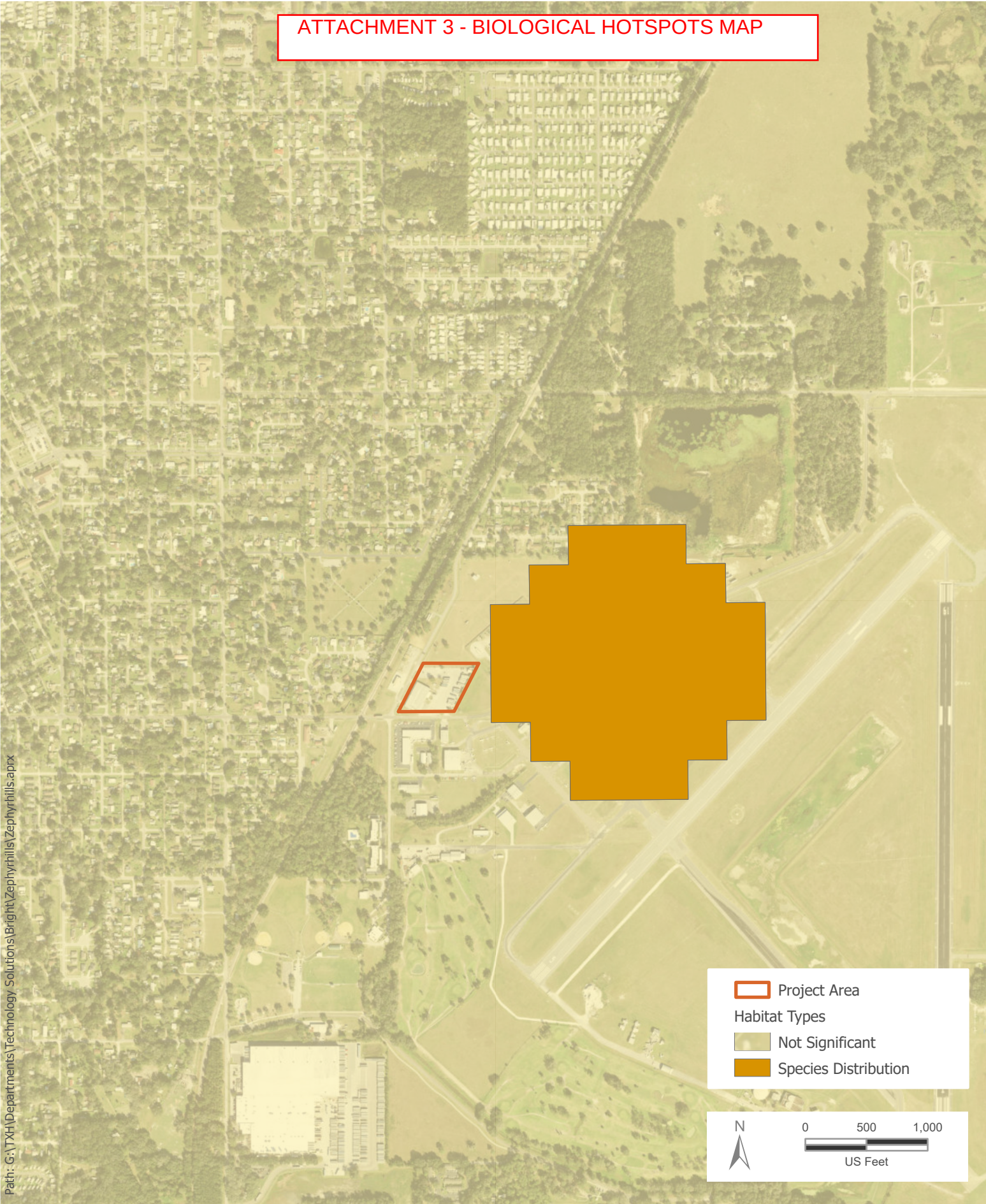
ATTACHMENT 1 - FEMA MAP



ATTACHMENT 2 - WETLANDS MAP



ATTACHMENT 3 - BIOLOGICAL HOTSPOTS MAP



ATTACHMENT 4 - SOILS MAP

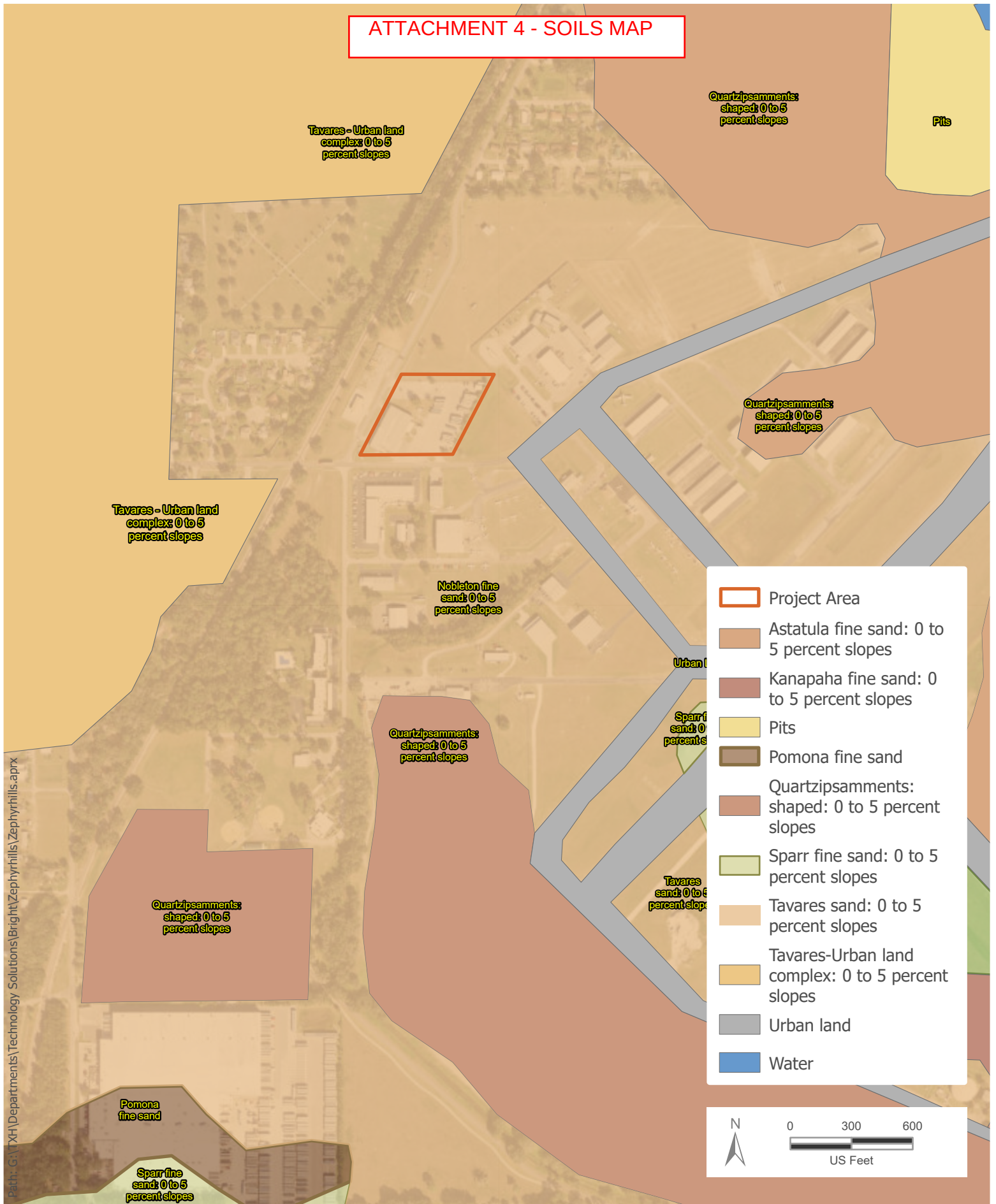


Table 2.02.01 | Ord. 1431-21

PERMISSION KEY		TABLE 2.02.01 ALLOWABLE USES IN ZONING DISTRICTS																				A – Accessory (Ancillary to the principal use, review may be required). T – Temporary (Permissible for a specific, set, limited time. Review may be required). Blank Spaces – Indicate that the use is not permitted within zoning districts							
USES	P – Permitted as-of-right S – Provisional (Level 1 Review) SE – Special Exception (Level 2 Review) C – Conditional Use (Level 3 Review)	ZONING DISTRICTS																CODE REFERENCE	DEFINITION										
		ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H				
RESIDENTIAL																													
ACCESSORY AND ANCILLARY																													
Accessory Dwelling Unit	A	A	A	A																					A	A	A	\$7.09.29	Residential dwelling unit, structure or living space ancillary and subordinate to the principal permitted residential use, intended for habitation, such as, but not limited to, garage apartments, ancillary apartments, mother-in-law units, guest houses, carriage houses and granny flats.
Home Occupation	P	P	P	P	P	P	P	P																	P	P	P	\$7.09.15	Occupation carried on in a dwelling unit by the resident thereof, provided that use is limited in extent and incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character thereof. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.
Live/Work Unit																													A single unit (e.g., studio, loft, one-bedroom) consisting of both a commercial/office component that is occupied by the same resident, whereby the residential use is secondary and subordinate to the primary commercial/office use. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.
Recreational Vehicle																												\$7.09.19 \$7.09.20	A vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. This term shall include, but is not limited to, travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes and tiny-homes on wheels.

USES	ZONING DISTRICTS																	CODE REFERENCE	DEFINITION					
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	L	RESERVED	AP1	AP2			RC	TCBD	TCBD-H	TMU	TMU-H
MULTI-FAMILY AND SINGLE-FAMILY																								
Apartments					P					C										S	S	S	\$7.09.10	A high-density, multi-family dwelling structure containing multiple separate residential dwelling units (apartments) within the same architectural plan, for lease under common ownership.
Bungalow Court				P	P					C										S	S			A series of small, detached residential structures arranged to define a court, perpendicular to the street on a single lot or parcel under common ownership, or on individual lots /parcels meeting zoning district standards.
Duplex				P	P																		\$7.09.10	A single structure containing 2 dwelling units, each of which has direct access to the outside for lease under common ownership.
Multiple				P	P					C										S	S		\$7.09.10	Detached structure(s) consisting of between 3 and 10 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. This type has the appearance of a medium-to-large single-family home.
Townhouse, Villa, Condo				S	P					C										C	S	S	\$2.01.03.06.01	Planned arrangement of single-family buildings (dwellings) which touch lot lines and share a wall but are individually owned and occupied for residential purposes; or individually owned units in a single architectural plan.
Single-Family Detached	P	P	P	P						C											S	S		A single-family dwelling structure maintained and used as a single dwelling unit and occupied by a single household.
Mobile/Manufactured Home						P	P																	Factory-built structures designed and/or used as a permanent residence which may or may not be built on a permanent chassis, and which is transportable to a site of placement in one or more sections. This definition shall include dwelling units constructed prior to June 15, 1976, or after June 15, 1976 under the authority of the National Manufactured Home Construction and Safety Standards Act, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																	CODE REFERENCE	DEFINITION					
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1	AP2			RC	TCBD	TCBD-H	TMU	TMU-H
CONGREGATE LIVING																								
Group Home	P	P	P	P	P																S	S	\$7.09.06	A place of residence whereby unrelated individuals live independently without the need for supervision or assistance to participate in normal activities or meet the demands of daily living. Common areas are shared. Group homes include, but are not limited to, dormitories, boarding houses, hostels and group homes where direct care or supervision is not provided.
Residential Care Facility (RCF)	S	S	S	P	P																S	S	\$7.09.06	A place of residence whereby 24-hour care and supervision is provided to no more than 14 residents, often by live-in caregivers. Residents need assistance to participate in normal activities and meet the demands of daily living, but are not in need of 24-hour nursing supervision. Care and services are provided in a residential setting. RCFs shall include adult family care homes, community residential homes, and assisted living facilities with 14 or fewer residents.
Intensive Care Facility (ICF)				C	P					P	S	C											\$7.09.17	A place of residence whereby 24-hour nursing care or intensive supervision, often by a 24-hour awake staff of professionals, assistants and volunteers is provided. Licensed nurses, doctors, psychiatrists, psychologists, and other licensed professionals are required by the state due to the level of care residents need. Care may include rehabilitation services, counseling, case work, and medical/nursing care and may be provided within an institutional or secure environment. ICFs shall include nursing homes, assisted living facilities with more than 14 residents, intermediate care facilities, hospices, treatment/recovery facilities.
Transient Care Facility (TCF)										C	C	C												An establishment providing supervised room and board, or just a room, on a temporary or emergency basis, whereby clients, on average, stay for less than 6 months. Clients are in immediate need of temporary shelter due to abuse, neglect, abandonment, exploitation, or because they are otherwise homeless and without shelter or necessary basic needs. Facilities may be 24-hour or may be available during certain hours, but have supervisory staff on site at all times the facility is open. Instruction and supervision to assist clients to transition to permanent living situations may be provided. TCFs shall include emergency shelters, homeless shelters, half-way houses, and transitional housing.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION								
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED			AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
COMMERCIAL																									
ACCESSORY AND ANCILLARY USES																									
Outdoor Merchandise Display											A	A	A	A							A	A	A	A	Outdoor area of a designated size used for the display of merchandise or tangible property normally vendible from within the contiguous principal use during regular business hours only. Site plan approval is required. This definition is separate from outdoor merchandise storage and outdoor storage.
Outdoor Merchandise Storage												A	A												Storage, collection, or display of any merchandise, products, materials, appliances or equipment normally vendible from within the contiguous principal use during regular business hours, for more than 24 consecutive hours.
ACCOMMODATIONS																									
Bed & Breakfast						SE	SE	SE	SE		S	C									S	S	S	S	A transient lodging establishment, generally in a residential dwelling or detached guesthouse, with a maximum of 5 rooms, primarily engaged in providing overnight or otherwise temporary lodging for the general public. This definition shall not include transitional housing, shelters, or other transient care facilities.
Hotel											S	P	P								C				Establishment in which lodging is provided and offered to the public for compensation and which is open to transient guests and is not a rooming or boarding house. This definition shall not include transitional housing, shelters or transient care facilities.
Inn											S	P	P								S	S	S	S	A transient lodging establishment offering between 6 and 12 bedrooms, primarily engaged in providing overnight and otherwise temporary lodging for the general public. This definition shall not include transitional housing, shelters, or other transient care facilities.
AUTOMOBILE-ORIENTED																									
Automobile Service/Repair												P	P	C											Any building, structure, improvements or land uses for the repair and maintenance of automobiles, motorcycles and similar vehicles, including but not limited to body, fender, muffler or upholstery work; oil change and lubrication; painting; tire service and sales; or installation of car radios, car alarms, stereo equipment.
																									\$7.09.04

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1		AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
Automobile/Vehicle Sales & Rentals													P											The use of any building, land area or other premises or portion thereof, for the display, sale, lease or rental of new or used automobiles (vehicles), panel trucks or vans, trailers or recreational vehicles (motor homes, campers, boats, golf carts, motorcycles, etc.) and including any warranty repair work and other repair service conducted as an accessory use.
Car Wash/Detailing											S	P	P											\$7.09.04 Establishment providing full or self-service washing and/or detailing of motor vehicles and domestic equipment.
Gasoline (Fuel) Service Station												P	P	P			C							Establishment selling automatable fuels (diesel, gasoline, ethanol, etc.) comprised of gas or fuel pumps, overhead canopy and attendant shelter or convenience store.
Heavy Vehicle/Equipment Service/Repair													P	P		S								Any building, structure, improvement or land used for the repair and maintenance of heavy vehicles (tractor-trailers, semi-trucks and the like), recreational vehicles (motorhomes, campers, boats, etc.) and equipment.
Parts & Accessory Sales												P	P	A										Establishment selling automotive parts and accessories. This may be considered ancillary to another principal use.
Towing Services													SE	P										Establishment offering towing services (long-distance or local) for light or heavy motor vehicles. Establishments may provide incidental services such as storage and emergency road repair services.
RETAIL SALES AND SERVICE																								
Auction House													P	P										Establishment for the purpose of buying or selling goods and services by offering them for bid, taking bids, and selling to the highest bidder.
Big Box, Large Retail, etc.												P	P											A singular retailer who occupies no less than 25,000 square feet of gross floor area, typically requiring high parking ratios and has a regional sales market. Regional retail sales can include, but are not limited to, membership warehouse clubs that emphasize bulk sales directly to the consumer, grocery stores, and department stores.

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Convenience Store										S	P	P	P							S	C	C	C	A small retail establishment that offers for sale convenience goods such as prepackaged food items, tobacco products, periodicals, and other household goods. May be ancillary to another use, such as a gasoline (fuel) service station, or standalone such as a neighborhood corner store.
Flea Market (Indoor/Enclosed)												C	C	S										\$7.09.12 Indoor commercial activity, not including shopping centers or individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the public and composed of 5 or more semi-enclosed or indoor stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise.
Flea Market (Outdoor/Open)																								\$7.09.12 Outdoor commercial activity, not including shopping centers or individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the public and composed of 5 or more outdoor stalls, rooms, stands or spaces to be used for the purpose of display and sale, exchange or barter of merchandise.
General Retail Sales										P	P	P	C						P	S	S	S		Sale of goods to the general public and institutions for professional, personal and household consumption. After sale services may be provided (repair and installation services incidental to the sale of goods). This definition does not include automobiles sales, big box/large retail, convenience stores, or other retail sales defined and regulated herein.
Greenhouse														C	C									Indoor/enclosed establishment for the propagation, processing and storage of plants produced for wholesale or retail sales. Uses include growing beds, hoop houses, vertical farming and hydroponic systems. This use does not include nurseries, outdoor gardens or grow beds, tree farms, or other outdoor farming activities.
Landscape Supply/Garden Center										A	C	P	P	A										Establishment licensed for the retail sale of landscape materials and garden supplies, such as but not limited to, landscape stones, gravel, mulch, potted plants and trees, and the like. This use may be accessory to another retail use.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED			AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Mobile/Temporary Sales										T	T	T	T	T				T		T	T	T	Ch. 120 & 121, Code of Ordinances	The selling or business of selling food or other items from a mobile vending vehicle, cart or stand from which items are sold to the general public; and temporary or seasonal tent sales. All sales shall be in accordance with applicable city codes and regulations.
Pawnshop											S	P											Establishment run by a licensed pawn broker (as defined in FS 539.01) where money is lent in exchange for personal property that can be sold if the loan is not repaid in sufficient time.	
Shopping Center											P	C											A group of 3 or more commercial business establishments within a single architectural plan with common ownership of property or cooperative or condominium ownership.	
FINANCIAL, BUSINESS AND PROFESSIONAL																								
Financial Services (Bank)										P	P	P	P							S			A licensed establishment subject to national and/or international banking regulations, providing financial services including bank cashing, accepting deposits, lending and safeguarding of money or other valuable items.	
Financial Services (Commercial Lender, Non-Bank)											P	P	P										Commercial establishment without a full banking license and not subject to national/international banking regulations, providing financial services, including lending.	
Office (Professional/Corporate)										P	P		C	A					P	P	P		Offices for members of a recognized profession maintained for the conduct of that profession (e.g. law offices, corporate company offices) that do not require the use of fleet vehicles and/or material or equipment storage.	
Office (Trades/Fleet)											P	P	S										The office of a business establishment utilizing light commercial or fleet vehicles, and/or requiring material or equipment storage, to provide off-site/mobile services, including but not limited to, construction offices, pest-control, cable television/internet, plumbing, electrical, lawn care, mobile detailing, tree service.	

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USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION								
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2		RC	TCBD	TCBD-H	TMU	TMU-H			
Liquor Store											S	S	S											\$7.09.03	Retail establishment licensed to sell beer, wine and liquor, and/or beverages containing more than 14% alcohol by weight, for off-premises consumption.	
Restaurant (Café)											S	P	P	P			SE				P	P	P			A small restaurant establishment serving or selling food, baked goods, and/or beverages prepared on and/or off the premises, for immediate consumption on or off site, typically utilizing existing buildings or spaces less than 2500 square feet. This definition includes, but is not limited to, cafés, coffee shops, bakeries, boutique restaurants, and the like. Restaurants utilizing drive-thru facilities are regulated separately.
Restaurant (Drive-Thru Service)												S	P	P												Establishment serving or selling food and beverages prepared on the premises for immediate consumption on or off site, utilizing a drive-thru facility allowing customers in vehicles to transact business with persons inside the principal building.
Restaurant (Full Service)												S	S	P	P		SE				P	S	S			Establishment serving or selling food and beverages prepared on the premises for immediate consumption on or off site. Restaurants utilizing drive-thru facilities are regulated separately.
PERSONAL SERVICES																										
Adult (Regulated Uses)																									\$7.09.02	Uses, including adult arcades, adult book stores, adult dancing establishments, adult entertainment, adult theaters, and/or adult massage establishments.
Barbershop/Salon												P	P	P							P	P	P			Commercial establishment, wherein cosmetology and/or barber services are offered or practices by a licensed professional on a regular basis; may include training of apprentices under regulation of a board.
Laundromat, Dry-Cleaner													P	P	P								C			Establishment providing self-service laundry, or dry-cleaning services, directly to the public with on-premises pick-up.
Laundry/Dry-Cleaning Plant																							P	P		Establishment providing laundry/dry-cleaning services at a mass scale to the public with pick-up and drop-off locations off-site.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																	CODE REFERENCE	DEFINITION					
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1	AP2			RC	TCBD	TCBD-H	TMU	TMU-H
Pharmacy/Drug Store										S	P	P									S			Establishment where the primary business is the filling of medical prescriptions and sale of medication, medical devices and supplies by licensed professionals, and non-prescription medicines. Non-medical products may also be sold. Compounding facilities and blood banks may be approved as an accessory use.
Medical Marijuana Treatment Center Dispensing Facility										S	P	P									S			Retail sales component of a medical marijuana treatment center that has been licensed by the Florida Department of Health, Office of Medical Marijuana Use pursuant to section 381.986, Florida Statutes, and is authorized by the State of Florida to dispense marijuana, but does not include the cultivation, processing or distribution facilities of the Medical Marijuana Treatment Center.
Tattoo/Body Piercing										S	P	P									P			Establishment licensed to provide tattoo and body piercing services to the general public.
Personal Services										P	P	P	P								S	S	S	Establishments providing individual and personal services such as, but not limited to, tanning salons, day spas, licensed massage establishments, shoe shine and repair, dressmaking, tailoring and garment repair shops, but specifically excluding adult (regulated uses) and other personal services defined herein.
PET/ANIMAL-ORIENTED																								
Kennel											A	C	C	P										Establishment where the primary use is for the long-term keeping of 5 or more domestic dogs and/or 10 or more cats on site for longer than 24 hours.
Pet Care Services (Indoor)										S	P	P	S								P	P	P	Establishment providing individual and personal functions, including pet care services, grooming and accessory retail sales for a period not to exceed 24 hours. Outdoor areas are prohibited.
Pet Care Services (Indoor/Outdoor)											C	C	C	P										Establishment providing individual and personal functions, including pet care services, training, grooming accessory retail sales and accessory overnight boarding services. Outdoor play areas may be permitted.

USES	ZONING DISTRICTS														CODE REFERENCE		DEFINITION								
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1		AP2	RC	TCBD	TCBD-H	TMU	TMU-H		
Veterinary Clinic/Hospital												P	P	P							S	S	S	\$7.09.26	Establishment with licensed practitioners of veterinary medicine, dentistry or surgery for animals, including establishments providing testing services for licensed veterinary practitioners.
HEALTH, CIVIC, INSTITUTIONAL, AND NON-PROFIT																									
EDUCATION																									
College/University											P	P	P	P							S				Establishment offering academic or technical courses and graduate degrees, certificates or diplomas at the associates level and/or higher. Admission requires a high school diploma or higher.
Grade School (Public or Private)	P	P	P	P	P					P	P	P	P								S	S	S		Elementary schools, special education facilities, alternate education facilities, middle schools and high schools operated by a public or private entity. Charter schools are included as part of this definition.
Technical Trade/Vocational										S	P	P	P	S		S					S				Educational establishment providing vocational and technical training of non-academic subjects for job-specific certification (beauty schools, computer training, driving education, flight training, language instruction, etc.)
Child Day Care Services/Pre-School										P	S	C									S	S	S	\$7.09.08	Establishment providing custodial, educational or development services to preschool age children. This includes nursery schools, head start programs, and similar facilities primarily engaged in the care and protection of children for less than a 24-hour period.
PUBLIC ADMINISTRATION																									
Government Offices/Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P			P	P	P		Structures, offices, facilities and lands owned, leased or operated by a government entity, such as civic centers, libraries, fire stations and government administration buildings.
HEALTH AND HUMAN RESOURCES																									
Blood/Organ Banks										A	A	P	P								A				Establishments utilized for collecting, typing, separating, storing and preparing blood and plasma for transfusions. These establishments may be part of a larger laboratory in a hospital or separate free-standing building.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Funeral Services										S	S	P	P							S	S	S	\$7.09.13	Establishment for the preparation of human remains for burial or interment of human remains as regulated by the city, county and state. This definition shall include funeral homes, crematories and mortuaries.
Hospital												C	P											Establishment providing medical, diagnostic, surgical and treatment services, including physician, nursing, specialized accommodations and other health services to inpatients. Hospitals may also provide outpatient services.
Medical/Dental Clinic or Office										P	P	P	P							S	S	S		Establishment providing routine medical, eye or dental examinations, treatments and procedures as outpatient services.
Rehabilitative Services										S	S	P	P								C	C		Establishment dedicated to rehabilitation and restoration, to the extent possible, of physical, mental and psychological function of ill or disabled persons providing for professional counseling and guidance services and treatment programs.
Social Assistance										P	P	P	P							P	P	P		Establishment consisting of personal care services, drop-in centers, food centers, supply pantries, and homeless services.
ASSOCIATION, NON-PROFIT AND PHILANTHROPIC																								
Association, Non-Profit, Charitable and Philanthropic Organization										P	P	P	C							P	P	P		Organization consisting of non-profit, non-governmental agencies utilizing donated assets and income to provide social services such as community foundations, endowments and charitable trusts. This definition includes but is not limited to civic, social, and fraternal organizations; business associations and professional memberships; labor and political organizations; and philanthropic organizations.
House of Worship	S	S	S	S	S	S	S	S	S	S	S	S	S							P	P	P	\$7.09.05	Establishments primarily used for religious worship, gatherings and related activities.

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	L	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
ARTS, ENTERTAINMENT, RECREATION AND OPEN SPACE																									
Museum											P	P	P	P			P	P		P	P	P	P		Establishments for the exhibition of historical, cultural and educational objects, structures and information.
Performing Arts Center											S	P	P					P		S	S	S	S		Establishments for the enactment of live performances. <i>This definition specifically excludes adult (regulated) uses such as adult theaters.</i>
Studio												P	P	P						P	P	P	P		Establishments utilized for the creation, showing and selling of art, such as but not limited to film or television, sculptures, photographs, paintings, drawings and woodworking.
Theater												S	P	P						S					Establishment for the showing of motion pictures or live performances. <i>This definition specifically excludes adult (regulated) uses such as adult theaters.</i>
Fitness Center, Gym, etc.											S	P	P	P						P	S	S	S		Establishment offering memberships to the general public for use of exercise equipment, rooms, classes or related fitness services.
Recreation Sports/Center														S	S			S							Establishment on public or private property used for recreational entertainment, fitness, or sports such as but not limited to swimming pools, sports fields, large gymnasiums, tennis courts, etc.
Private Club/Recreation Facility	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE					SE	SE	SE	SE		Recreation center for the exclusive use of members of a private club or organization and their guests, with facilities usually including swimming pools and/or tennis courts, but specifically excluding golf courses. <i>This definition does not include commercial rec centers or gyms without memberships.</i>
Sport Shooting Range (Indoor)												C	C	C	C										An indoor/enclosed, specialized facility designed and licensed for practicing, training and educational use of firearms and archery, including target practices and competitions.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS														CODE REFERENCE	DEFINITION									
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI			RESERVED	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
INDUSTRY, TRANSPORTATION AND STORAGE																									
MANUFACTURING, PROCESSING AND WHOLESALE																									
Construction Services															S	P									Establishment involved in construction of new buildings, additions, alterations, reconstruction, installation, repairs, demolition, blasting, test drilling, leveling, dredging, earthmoving, excavating, drainage and other land preparation development. Accessory office space is permitted.
Drug Processing/Manufacturing															P	P									Facility involved only in manufacturing, production and compounding of medications distribution to pharmacies and other retail outlets, excluding a retail pharmacy component.
Heavy Industry/Manufacturing																									Uses engaged in the basic processing and manufacturing of materials or products predominantly from extracted or raw materials; or a use engaged in storage or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. This term includes the manufacture and compounding of raw materials and activities or processes necessitating the storage or large volumes of highly flammable, toxic matter or explosive materials needed for manufacturing processes. These activities may involve outdoor operations as part of their manufacturing processes.
High-Tech Manufacturing															C	P		S							Manufacturing of technology related products (commercial computer products, fiber-optic cables, electron tubes, circuit boards, capacitors, etc.) and machinery utilized for the manufacturing of such goods.
Laboratory (Testing)															S	P	P								Establishment for the testing and analysis of products, materials, or biological organisms; investigation of natural, physical or social sciences; or engineering and development as an extension of investigation, with the objective of creating an end product.

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Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Light Industry/Manufacturing													C	P		P								Uses engaged in the manufacture, predominantly from previously prepared materials of finished products or parts, including processing, fabrication, assembly, treatment and packaging of the products and incidental storage, sales and distribution of products. <i>This definition shall not include uses which include or produce hazardous materials or waste, sound/noise, smells or other nuisances.</i>
Lumber Yard														C										Area used for storage, distribution and sale of finished or rough-cut lumber products, including the manufacture of lumber. <i>This definition does not include the manufacture of end products made of wood/lumber, such as doors or windows.</i>
Paint Booth												SE	SE	P										Enclosed area with emission controls for the purpose of spray painting fabricated items.
Publishing & Printing												A	P	P										Establishments for the mass printing and distribution of books, newspapers or other printed materials or software. <i>This term excludes small printing/copying services such as those associated with office supply stores, photographic processing services, stationary printing and low volume printing services.</i>
Recycling Collection Center														C										\$7.09.21 Facility specifically for the collection of recyclable materials for delivery to a processing facility.
Recycling Processing Center																								\$7.09.21 Facility specifically for processing of recyclable materials.
STORAGE																								
Junkyard																								A building, structure or parcel of land or portion thereof, used for collection, storage, or sale of waste paper, rags, scrap metal, rubber tires, bottles, vehicles or other discarded material.
Material Handling and Storage																								Establishment engaged in the movement, protection, storage and control of materials, through manufacturing, distribution, consumption, and disposal utilizing manual, semi-automated or automated equipment.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED			AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Mini-Warehouse/Self-Storage												S	P	C										Establishment consisting of separate storage or warehouse units (generally less than 430 square feet each) used for the storage of personal property and leased to the general public.
Outdoor Storage												A	A	A										The storage, collection or display for 3 or more consecutive days, of any products, materials, equipment, appliances and/or personal property of any kind, or materials that are a byproduct of a permitted use, on an unenclosed and/or uncovered area. This definition shall include material lay down areas/yards.
Recreational Vehicle Storage												C	C	C										Area or facility used for the temporary storage of recreational vehicles including, but not limited to, boats, motorhomes, camping trailers, truck campers and other equipment. Recreational vehicles stored onsite shall be operable and/or in working condition. This definition shall not be construed to include the storage of recreational vehicles or any type of vehicle, which is dilapidated, inoperable or otherwise determined to be in a deteriorated state; nor shall this definition include similar uses to a junkyard.
Tank Farm																								Area or facility used for the storage of petroleum products prior to distribution to consumers and retail facilities. This definition excludes oil deposit and installation of oil terminals.
Warehouse												P	P	P										Establishment for the storing, distributing and shipping of goods within a completely enclosed structure. A range of services may be provided, such as labeling, break bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marketing and ticketing, and transportation arrangements.
Wholesale Distribution												S	S	S										Establishment operating from a warehouse building, specializing in the distribution of bulk products to retailers; industrial, commercial, institutional or other professional users; or directly to the consumer.

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Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1	AP2		RC	TCBD	TCBD-H	TMU	TMU-H		
TRANSPORTATION RELATED																									
Airport Related Services															S		P	P						Ord. 1358-18	Uses related directly and indirectly to the airport. Uses may include those relating to take-off and landing, maintenance facilities for aircraft, transit terminals and other related services.
Commercial Parking Structure											S	S	S	S	S						S	S	S		Any area of land or any building or part thereof intended for the lawful parking of motor vehicles, generally for a fee, which is available to the public and/or private use as an accommodation for tenants, employees, clients or customers.
Freight Transportation Services													P	P		P									Establishments providing transportation services for general freight via ground, air or rail transportation. These establishments may provide local pick-up, local sorting and terminal operations, line-haul, destination sorting, and terminal operations, and local delivery.
Transit Center											S	P	P	P	S						S	S	S		Local and suburban ground passenger transit system utilizing more than one mode of transportation over regular routes and on regular schedules.

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BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT 3.2

SPR-68-23 Re-Plat of the Final Plat for the Market at Zephyrhills

Issue:

A re-plat for the Market at Zephyrhills commercial subdivision located at Pretty Pond Road and Gall Blvd. As a reminder, this project received final plat approval from the Council last fall.

The applicant has indicated that due to further changes in the commercial real estate market, a reconfiguration of the building placement and sizing is necessary. Although this does not affect the underlying existing roadways and infrastructure within the partially built subdivision, it necessitates a re-plat of the recently approved plat.

Background:

Attachment(s):

1. Replat of Plat Staff Report for City Council Market at Zhills
2. Attachments for City Council Market at Zhills Replat August 14 2023

Fiscal Impact:

Staff Recommendation:

Approval

Staff Report - Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: SPR 68-23 – Final Re-Plat for Market at Zephyrhills Report

Date: August 14th 2023

I. BACKGROUND & INFORMATION

A. History | Application Summary

WDG Real Estate Partners requests approval of a re-plat of the recently approved Final Plat for the Market at Zephyrhills commercial subdivision located at the intersection of Pretty Pond Road and Gall Blvd.

The Market at Zephyrhills received Final Plat approval at the October 24th, 2022 Council meeting. The applicant has since indicated to Staff that due to further disruptions and uncertainties in the commercial real estate market, a reconfiguration of the lot sizing pertaining to two (2) out of the five (5) lots is necessary to accommodate potential new businesses. The three (3) remaining lots are not affected by this reconfiguration, however, the entire plat needs to be re-reviewed as one (1) plat.

Please note that the proposed reconfiguration of lot sizes does not affect the underlying roadways and infrastructure previously installed within the subdivision.

Finally, a re-plat of the Final Plat approved in October of 2022 is necessary in order to properly convey ownership to the potential new businesses.

Please see Figure 1 – Lot Reconfiguration at the Market at Zephyrhills for an at-a-glance depiction.

The overall property consists of approximately 8.6 acres and was to be developed with 5 platted lots for commercial development. This re-plat includes the same number of lots, however, Lot 3 is proposed to be split into two (2) lots, and Lot 4 and Lot 5 are proposed to be combined into one (1) lot. The remaining lots and their configuration remain unchanged.

The recorded bonding and subdivider's agreement remain in full force are incorporated into this agenda packet for informational purposes only, and are not subject to review or approval by the Council.

Updated proposed Declarations of Easements, Covenants and Restrictions have been reviewed by Staff and the City Attorney, they are deemed sufficient, please see attached.

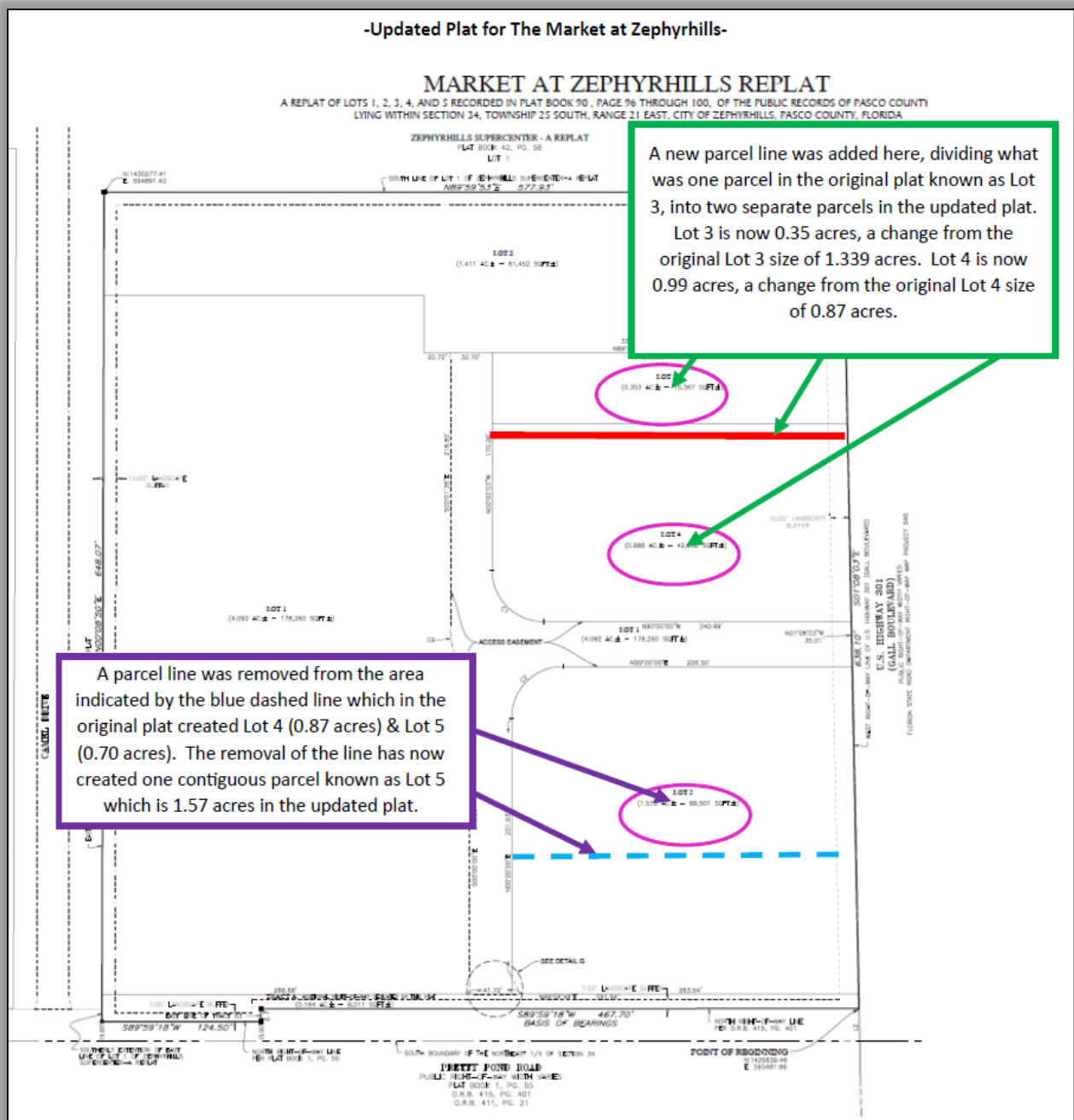


Figure 1 – Lot Reconfiguration at the Market at Zephyrhills.

Courtesy of Applicant

The Planning Department reviewed this submittal per the applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record (SOR) has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statutes Chapter 177. The City's engineer of record (EOR) has reviewed existing bonding and has determined that it remains in force. The plat is in conformance with all applicable regulations.

B. Site Information

<u>Applicant Owner:</u>	WLN Zephyrhills LLC
<u>Location:</u>	Northwest Corner of Gall Blvd. and Pretty Pond Road
<u>Parcel ID Number(s):¹</u>	34-25-21-0190-00000-0010, 34-25-21-0190-00000-0020, 34-25-21-0190-00000-0030, 34-25-21-0190-00000-0040, 34-25-21-0190-00000-0050;
<u>Acreage:</u>	8.6 Acres, M.O.L.
<u>Existing Land Use:</u>	Graded with infrastructure installation and partial development on two lots
<u>Future Land Use:</u>	MU (Mixed Use)
<u>Zoning:</u>	C-2 Community Commercial
<u>FAR:</u>	1.0
<u>Maximum Height:</u>	30 Feet

II. DATA & ANALYSIS REVIEW

This is the only plat to be reviewed by the City Council for this development;

The final re-plat has been reviewed by the City's surveyor of record and been found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;

The final re-plat has been reviewed by the City's surveyor of record and has been found to comply with State Statute Chapter 177, Part I, Platting;

City Staff has reviewed the final re-plat for a general compliance review and found it to comply with the pertinent LDCs;

The existing and in-force subdivider's agreement, irrevocable letter of credit (LOC) for the performance of the infrastructure improvements, and separately for the maintenance of the infrastructure improvements and cost estimates that were part of the original review were re-reviewed by Staff and the (Engineer of Record) EOR, as well as the City Attorney. They are considered to remain intact and in full-force with the approval of the proposed re-plat.

Staff and the City Attorney reviewed the recorded subdivider's agreement and found the information legally sufficient and no need for changes regarding the re-plat (the documents are part of this package and provided for informational purposes only, as previously discussed);

¹ **Bold** RE Numbers indicate lots subject to reconfiguration, the remaining RE Numbers are not affected by this replat but are included for reference.

Staff and the City Attorney reviewed the recorded deed restrictions and covenants and found them sufficient after proposed revisions, those proposed revisions to the Declarations of Easements, Covenants and Restrictions are enclosed herein. The updated Declarations of Easements, Covenants and Restrictions will need to be recorded, and as updated, will supersede the former set approved under the Final Plat in October of 2022.

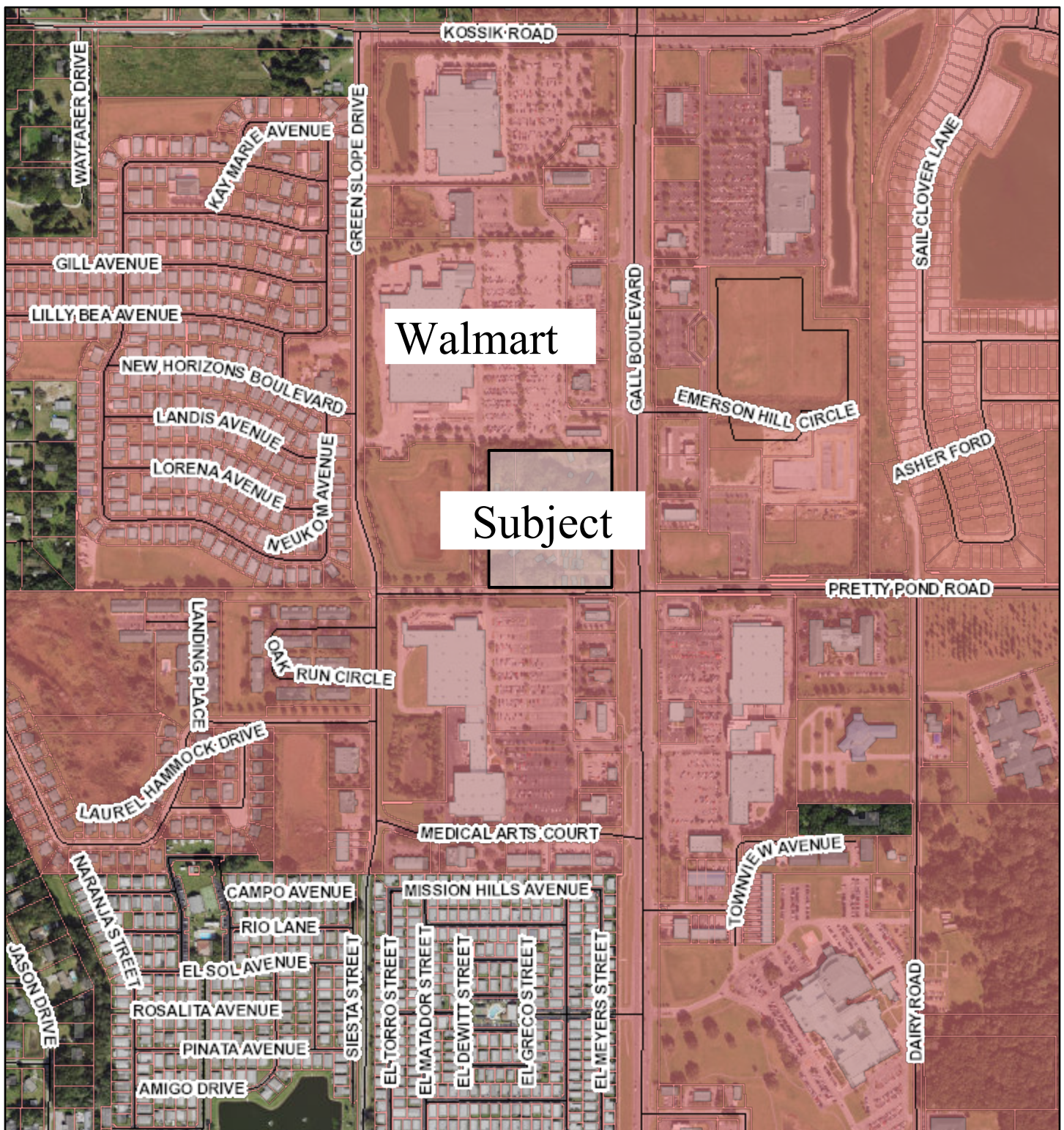
III. PREVIOUS ACTION AND STAFF RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the Final Plat at a regularly scheduled meeting on June 20, 2023.

Therefore based upon the analysis contained herein, **Staff recommends Council approve the Final Plat for Market at Zephyrhills.**

IV. ATTACHMENTS:

- Location Map
- Recorded Bonding, and Subdivder’s Agreement (**does NOT** require Council execution)
- Recorded Declarations of Easements, Covenants and Restrictions (**does NOT** require Council approval)
- Proposed updated Declarations of Easements, Covenants and Restrictions (**Requires** Council Approval)
- Final Plat (Mylar **requires** Council execution)



MARKET AT ZEPHYRHILLS OVERALL LOCATION MAP

**RECORDED SUBDIVIDER'S AGREEMENT AND
BONDING INFORMATION**

SUBDIVIDER'S AGREEMENT

THIS SUBDIVIDER'S AGREEMENT (this "Agreement") is made and entered into this 24 day of October 2022 (the "Effective Date"), by and among WLN ZEPHYRHILLS LLC, a Florida limited liability company ("Subdivider"), MATTHEW A. MILLS ("Guarantor"), and THE CITY OF ZEPHYRHILLS, a political subdivision of the State of Florida (the "City").

Background Statement

The City Council of the City of Zephyrhills has established a Land Development Code (the "LDC") pursuant to authority contained in Chapters 125, 163, and 177, Florida Statutes (collectively, the "Specified Provisions"). The LDC affects the subdivision of land within the incorporated areas of the City. The Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications, and other information relating to the construction of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such site plan (collectively, the "Improvements"), all in accordance with the specifications found in the Specified Provisions of the LDC and required by the City.

The Subdivider will build and construct the Improvements in the platted area. Pursuant to the LDC, the Subdivider requests the City to accept the Improvements for performance and maintenance of the following Improvements as applicable to this project: (i) IMPROVEMENT and (ii) IMPROVEMENT (the "Accepted Improvements"). The City requires the Subdivider to warrant the Accepted Improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period. The City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

Agreement

NOW, THEREFORE, in consideration the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the City of the Accepted Improvements, the Subdivider, Guarantor, and City agree as follows:

1. **Background Statement.** The parties hereby acknowledge and agree that the foregoing recitals are true and accurate as of the date hereof.
2. **Incorporation of LDC.** The terms, conditions and regulations contained within the LDC are hereby incorporated herein by reference and made part of this Agreement.
3. **Warranty Period and Repair Obligations.** Subdivider hereby agrees to warrant the Accepted Improvements located within the Market at Zephyrhills subdivision against failure, deterioration or damage resulting from defects in workmanship and materials for a period of one (1) year following the date of acceptance of the Accepted Improvements for maintenance by the City (the "Warranty Period"). The Subdivider further agrees to correct within the Warranty Period any such failure, deterioration, or damage existing in the Accepted Improvements so that the Accepted Improvements thereafter comply with the technical specifications contained within the LDC.
4. **Letter of Credit.** Guarantor, on behalf of Subdivider, agrees to, and in accordance with the requirements of the LDC, does hereby deliver to the City a Letter of Credit securing the performance

of the obligations set forth in Section 3 of this Agreement (the "LOC"). The LOC is specifically identified as: [INSERT DESCRIPTION OF LETTER OF CREDIT]. A copy of the LOC is attached hereto as Exhibit "A" and incorporated herein by this reference.

5. **Failure to Repair.** In the event that the Subdivider shall fail or neglect to fulfill its obligations under Section 3 of this Agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of the defective Accepted Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the Subdivider's failure or neglect to perform.

6. **Acceptance of Accepted Improvements.** The City agrees, pursuant to the terms contained in the LDC, to accept the Accepted Improvements for maintenance, upon proper completion, approval by the City's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.

7. **Letter of Compliance.** The City agrees, pursuant to the terms of the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Record's Certification, signed and sealed, stating that the Accepted Improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the City's Planning Department, in accordance with all applicable City regulations relating to the construction of the Accepted Improvements.

8. **Severability.** If any article, section, clause or provision of this Agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

9. **Entire Agreement.** This document contains the entire agreement of the parties and shall not be modified or altered except in writing signed by all parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the Effective Date.

SUBDIVIDER:

WLN ZEPHYRHILLS LLC,
a Florida limited liability company

By: Wilson Development Group, LLC,
its Manager

By: GREIP, LLC, its Manager

By: Matthew Wilson
Matthew Wilson, Manager

GUARANTOR:

MA, LLC,
a _____ limited liability company

By: Matthew A. Mills
Name: Matthew A. Mills
Its: _____

CITY:

CITY OF ZEPHYRHILLS, FLORIDA

By: Jodi Wilkeson
Name: Jodi Wilkeson
Its: Council President

EXHIBIT "A"

Letter of Credit

[to be attached]

SUBDIVISION INFRASTRUCTURE

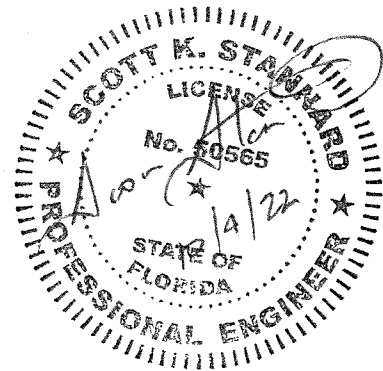
Market @ Zephyrhills - Pretty Pond Road & US Hwy 301 Engineer's Certification of Total Cost to Complete

LOCATION: Zephyrhills, FL

PAVING	\$12,146.93
STORM DRAINAGE	\$0.00
SANITARY SEWER COLLECTION SYSTEM	\$50,488.20
WATER DISTRIBUTION SYSTEM	\$0.00
PEDESTRIAN AMENITIES	\$3,675.00
LANDSCAPING	\$161,147.18

TOTAL	\$227,457.30
125% PERFORMANCE BOND AMOUNT	\$284,321.63

Estimate Prepared By: Scott K. Stannard, P.E.
Company Name: Commercial Site Solutions, Inc



PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL

DATE: 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
2050	DEMOLITION				
	Concrete	0	SF	\$4.50	\$0.00
	Drainage/Utilities	0	LS	\$10,000.00	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2050 TOTAL				\$0.00
2100	SITE PREPARATION				
	Site Clearing & Grubbing	0.0	Acres	\$2,500.00	\$0.00
	Selective Tree Removal	0	Each	\$400.00	\$0.00
	Site Stripping (Top Soil)	0	CY	\$3.50	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2100 TOTAL				\$0.00
2270	SEDIMENT/EROSION CONTROL				
	Silt Fence	0	LF	\$4.50	\$0.00
	Diversion Berms/Channels	0	LF	\$5.00	\$0.00
	Construction Entrance/Exit	0	Each	\$3,000.00	\$0.00
	Rip Rap Stone	0	SY	\$75.00	\$0.00
	Sediment Basin		Each	\$2,500.00	\$0.00
	Structures (incl. inlet protections)	0	Each	\$200.00	\$0.00
	Stone Laydown Area	0	LS	\$5,000.00	\$0.00
	Tree Protection Fencing	0	LF	\$5.00	\$0.00
	Culvert Inlet Protection	0	Each	\$1,000.00	\$0.00
	Temporary Slope Drain		LF	\$26.00	\$0.00
	Temporary 24" CPP Pipe	0	LF	\$40.00	\$0.00
	Temporary Cover (i.e. seeding, hydro-mulch, etc.)	0.00	Acre	\$10,000.00	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2270 TOTAL				\$0.00
2200	EARTHWORK				
	Cut/Fill Onsite	0	CY	\$6.00	\$0.00
	Rock Excavation		CY		\$0.00
	Import Fill	0	CY	\$18.00	\$0.00
	Export Material		CY	\$18.00	\$0.00
	Dewatering	0	LS	\$10,000.00	\$0.00
	Sheeting/Shoring	0	LS	\$15,000.00	\$0.00
	Building Undercut (If not included under Cut/Fill Onsite)		CY	\$12.00	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2200 TOTAL				\$0.00
2900	LANDSCAPING				
	Topsoil Replacement	0	CY	\$5.00	\$0.00
	Lawns & Grasses (Sod)	30,569	SF	\$1.50	\$45,853.50
	Lawns & Grasses (seed)	7.00	Acres	\$2,500.00	\$17,500.00
	Trees	90	Each	\$400.00	\$36,000.00
	Shrubs	1,353	Each	\$40.00	\$54,120.00

PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost**Wilson Development - Market at Zephyrhills**

LOCATION: Pasco County, FL

DATE: 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Pay into Tree Bank		LS	\$10,000.00 S/LS	\$0.00
	Ground Cover		Each	\$6.00 S/Each	\$0.00
	Mulch		SF	\$1.50 S/SF	\$0.00
	Irrigation System	0	LS	\$25,000.00 LS	\$0.00
	SUBTOTAL				\$153,473.50
	Contingency 5%				\$7,673.68
	2900 TOTAL				\$161,147.18
2500	ASPHALT PAVING				
	Std. Duty Asphalt (Internal Roads)	0	SY	\$35.00 S/SY	\$0.00
	Heavy Duty Paving		SY	\$45.00 S/SY	\$0.00
	0.5" Asphalt Overlay	2,722	SY	\$4.25 S/SY	\$11,568.50
	Pavement Striping		LF	\$2.50 S/LF	\$0.00
	SUBTOTAL				\$11,568.50
	Contingency 5%				\$578.43
	2500 TOTAL				\$12,146.93
2505	CONCRETE PAVING				
	Light Duty Paving (Sidewalk/Driveway)	0	SY	\$30.00 S/SY	\$0.00
	Heavy Duty Paving	0	SY	\$45.00 S/SY	\$0.00
	Pavement Striping	0	LF	\$0.75 S/LF	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2505 TOTAL				\$0.00
2508	TRAFFIC SIGNAGE				
	Monument Sign (Development Entrance)	0	Each	\$10,000.00 S/Each	\$0.00
	Handicap Signs	0	Each	\$250.00 S/Each	\$0.00
	Concrete Bollards		Each	\$300.00 S/Each	\$0.00
	Fire Lane Signs		Each	\$150.00 S/Each	\$0.00
	Stop Signs	0	Each	\$250.00 S/Each	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2508 TOTAL				\$0.00
2525	CONCRETE CURB & GUTTER				
	6" Intergral Curb	0	LF	\$13.00 S/LF	\$0.00
	24" Curb & Gutter (Miami Curb)	0	LF	\$15.00 S/LF	\$0.00
	Wheel Stop	0	Each	\$100.00 S/Each	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2525 TOTAL				\$0.00
2780	WATER SERVICE				
	8" DIP Water Main	0	LF	\$36.00 S/LF	\$0.00
	Domestic Water 2" Pipe	0	LF	\$12.00 S/LF	\$0.00
	Fire Line 4" Pipe		LF	\$16.00 S/LF	\$0.00
	Fire Line 6" Pipe	0	LF	\$20.00 S/LF	\$0.00
	Fire Line 12" Pipe		LF	\$42.00 S/LF	\$0.00
	Fire Line _____ " Pipe		LF	S/LF	\$0.00
	Fire Hydrants	0	Each	\$1,500.00 S/Each	\$0.00

PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL

DATE: 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	12" Gate Valves	0	Each	\$4,000.00 S/Each	\$0.00
	8" Gate Valves	0	Each	\$2,500.00 S/Each	\$0.00
	6" Gate Valves	0	Each	\$1,500.00 S/Each	\$0.00
	Domestic Water Meter	0	Each	\$1,500.00 S/Each	\$0.00
	Fire Line Water Meter		Each	S/Each	\$0.00
	Irrigation Water Meter	0	Each	\$1,500.00 S/Each	\$0.00
	Domestic DC/BFP	0	Each	\$500.00 S/Each	\$0.00
	Fire Line DDC/BFP	0	Each	\$8,500.00 S/Each	\$0.00
	Irrigation DC/BFP	0	Each	\$2,500.00 S/Each	\$0.00
	Restrained Fittings	0	Each	\$1,250.00 S/Each	\$0.00
	Concrete Vault	0	Each	\$15,000.00 S/Each	\$0.00
	Water Tap & Valves	0	Each	\$2,500.00 S/Each	\$0.00
	Water Impact Fees		LS	\$2,500.00 LS	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2780 TOTAL				\$0.00

3515	STORMWATER MANAGEMENT				
	15" RCP Culverts	0	LF	\$24.00 S/LF	\$0.00
	18" RCP Culverts	0	LF	\$36.00 S/LF	\$0.00
	24" RCP Culverts	0	LF	\$45.00 S/LF	\$0.00
	30" RCP Culverts	0	LF	\$56.00 S/LF	\$0.00
	36" RCP Culverts	0	LF	\$60.00 S/LF	\$0.00
	42" RCP Culverts	0	LF	\$72.00 S/LF	\$0.00
	48" RCP Culverts	0	LF	\$96.00 S/LF	\$0.00
	Catch Basin - Grated Inlet	0	EA	\$3,000.00 S/EA	\$0.00
	Catch Basin - Curb Inlet	0	EA	\$3,500.00 S/EA	\$0.00
	Manhole	0	EA	\$2,200.00 S/EA	\$0.00
	Control Structure	0	EA	\$7,500.00 S/EA	\$0.00
	Graded Pond w/ Retaining Wall	0	EA	\$60,000.00 S/EA	\$0.00
	Mitered End Section	0	EA	\$1,250.00 S/EA	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	3515 TOTAL				\$0.00

2795	SANITARY SEWER SERVICE				
	Main Sewer Line 4" Force Main	588	LF	\$18.00 S/LF	\$10,584.00
	6" PVC Gravity Sewer Line		LF	\$18.00 S/LF	\$0.00
	8" PVC Gravity Sewer Line		LF	\$24.00 S/LF	\$0.00
	Main Sewer Line _____" Pipe		LF	S/LF	\$0.00
	Manholes		Each	\$3,000.00 S/Each	\$0.00
	Open Cut		LF	\$350.00 S/LF	\$0.00
	Cleanouts		Each	\$500.00 S/Each	\$0.00
	Plug Valve	1	LS	\$2,500.00 LS	\$2,500.00
	Private Sanitary Sewer System		LS	LS	\$0.00
	Lift Station	1	Each	\$35,000.00 S/Each	\$35,000.00

PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL

DATE: 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	SUBTOTAL				\$48,084.00
	Contingency 5%				\$2,404.20
	2795 TOTAL				\$50,488.20
2800	ELECTRICAL SERVICE				
	Electrical Service	0	LS	\$50,000.00 S/LS	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2800 TOTAL				\$0.00
2830	FENCING				
	6' PVC Screen Fence	0	LF	\$20.00 S/LF	\$0.00
	6' Masonry Wall Screen Fence	0	LF	\$40.00 S/LF	\$0.00
	fencing)				
	6' Fence Gate (At Sidewalk Connections)	0	SF	\$250.00 S/LF	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	2830 TOTAL				\$0.00
16500	SITE LIGHTING - Assumes Purchase. Lights can be leased				
	Pole Bases	0	Each	\$4,250.00 S/Each	\$0.00
	Fixtures, Poles & Conduit	0	Each	\$2,500.00 S/Each	\$0.00
	SUBTOTAL				\$0.00
	Contingency 5%				\$0.00
	16500 TOTAL				\$0.00
16550	PEDESTRIAN AMENITIES				
	Benches	1	Each	\$1,000.00 S/Each	\$1,000.00
	Bike Rack / Cover	1	Each	\$2,500.00 S/Each	\$2,500.00
	SUBTOTAL				\$3,500.00
	Contingency 5%				\$175.00
	16550 TOTAL				\$3,675.00
Project Grand Total					\$227,457

Estimate Prepared By:

Company Name:

Plans Dated:

Scott Stannard

Commercial Site Solutions, Inc

8/24/22



BANKS™

Irrevocable Unconditional Letter of Credit

Beneficiary: City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Letter of Credit No.: 400834600

Date: October 14, 2022

To Whom It May Concern:

For the account of WLN Zephyrhills, LLC, we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of Two Hundred Eighty-four Thousand Three Hundred Twenty-one and 63/100 Dollars (\$284,321.63).

This Credit is irrevocable, unconditional and transferable. This Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

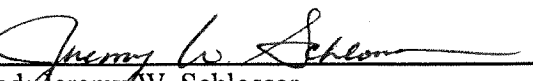
Drafts drawn under this Credit must specify the number of this Credit and be presented at the office identified below not later than August 26, 2023. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

This Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Credit is referred to or to which this Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored at 871 Ste. Genevieve Drive, Ste. Genevieve MO 63670.

Yours very truly,

MRV Banks

By: 
Printed: Jeremy W. Schlosser
SVP of Private Banking

mrvbanks.com 

Cape Girardeau • Festus/Crystal City • Ste. Genevieve • St. Charles

Bond No. LICX1190011

MAINTENANCE BOND

BY THIS BOND WE, WLN Zephyrhills LLC as PRINCIPAL and Matthew A Mills, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of \$152,059.05 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns jointly and severally.

THE CONDITION OF THIS BOND is that if, for a period of one (1) year commencing on the latter of the date upon which a Certificate of Completion has been issued by the City, or the date upon which the Performance Bond has been released by the City for the platted subdivision known as The Market at Zephyrhills, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, or dedicated roads, and drainage improvements, and/or other improvements which were installed in connection with the PROJECT; and
2. Repairs or replaces all such improvements which are found by the Director of Public Works not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion of the one (1) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above;

Then this obligation shall be void. Otherwise, it remains in full force and effect.

IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

Dated: 10/14/2022

WITNESS AS TO PRINCIPAL:

Elizabeth D.

PRINCIPAL

Matthew A Mills

BY: Matt Wilson

WITNESS AS TO SURETY:

Joe McShaw

SURETY:

MW

BY: Matt Mills

There shall be no release of this maintenance bond without a written release from the City of Zephyrhills Public Works Department.

CITY OF
ZEPHYRHILLS

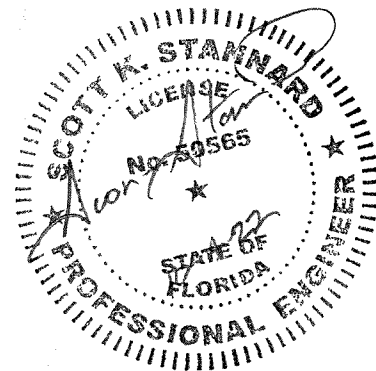
SUBDIVISION INFRASTRUCTURE
Market @ Zephyrhills - Pretty Pond Road & US Hwy 301
Engineer's Certification of Maintenance Bond

LOCATION: Zephyrhills, FL

PAVING	\$142,490.00
STORM DRAINAGE	\$461,345.00
SANITARY SEWER COLLECTION SYSTEM	\$98,712.00
WATER DISTRIBUTION SYSTEM	\$76,770.00
PEDESTRIAN AMENITIES	\$3,500.00
LANDSCAPING	\$230,910.00

TOTAL	\$1,013,727.00
15% of TOTAL - BOND AMOUNT	\$152,059.05

Estimate Prepared By: Scott K. Stannard, P.E.
Company Name: Commercial Site Solutions, Inc



PROJECT ESTIMATE TABULATION: Construction Opinion of Cost**Market @ Zephyrhills - Pretty Pond Road & US Hwy 301**

LOCATION: Zephyrhills, FL

DATE: 9/14/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
2900	LANDSCAPING				
	Topsoil Replacement	2,350	CY	\$5.00	\$11,750.00
	Lawns & Grasses (Sod)	43,560	SF	\$1.50	\$65,340.00
	Lawns & Grasses (seed)	7.00	Acres	\$2,500.00	\$17,500.00
	Trees	118	Each	\$400.00	\$47,200.00
	Plants	1,353	Each	\$40.00	\$54,120.00
	Pay into Tree Bank		LS	\$10,000.00	\$0.00
	Ground Cover		Each	\$6.00	\$0.00
	Mulch		SF	\$1.50	\$0.00
	Irrigation System	1	LS	\$35,000.00	\$35,000.00
	SUBTOTAL				\$230,910.00
	Contingency	0%			\$0.00
	2900 TOTAL				\$230,910.00
2500	ASPHALT PAVING				
	Std. Duty Asphalt (Internal Roads)	0	SY	\$35.00	\$0.00
	Heavy Duty Paving (Internal Roads)	2,722	SY	\$45.00	\$122,490.00
	1" Asphalt Overlay		SY	\$8.00	\$0.00
	Pavement Striping	200	LF	\$2.50	\$500.00
	SUBTOTAL				\$122,990.00
	Contingency	0%			\$0.00
	2500 TOTAL				\$122,990.00
2505	CONCRETE PAVING				
	Light Duty Paving (Sidewalk/Driveway)	0	SY	\$30.00	\$0.00
	Heavy Duty Paving	0	SY	\$45.00	\$0.00
	Pavement Striping	0	LF	\$0.75	\$0.00
	SUBTOTAL				\$0.00
	Contingency	0%			\$0.00
	2505 TOTAL				\$0.00
2525	CONCRETE CURB & GUTTER				
	6" Intergral Curb	1,500	LF	\$13.00	\$19,500.00
	24" Curb & Gutter (Miami Curb)	0	LF	\$15.00	\$0.00
	Wheel Stop	0	Each	\$100.00	\$0.00
	SUBTOTAL				\$19,500.00
	Contingency	0%			\$0.00
	2525 TOTAL				\$19,500.00
2780	WATER SERVICE				
	8" DIP Water Main	900	LF	\$36.00	\$32,400.00
	Domestic Water 2" Pipe	60	LF	\$12.00	\$720.00
	Fire Line 4" Pipe		LF	\$16.00	\$0.00
	Fire Line 6" Pipe	70	LF	\$20.00	\$1,400.00
	Fire Line 12" Pipe		LF	\$42.00	\$0.00
	Fire Line _____" Pipe		LF		\$0.00
	Fire Hydrants	2	Each	\$1,500.00	\$3,000.00
	12" Gate Valves	0	Each	\$4,000.00	\$0.00
	8" Gate Valves	5	Each	\$2,500.00	\$12,500.00
	6" Gate Valves	4	Each	\$1,500.00	\$6,000.00
	Domestic Water Meter	0	Each	\$1,500.00	\$0.00

PROJECT ESTIMATE TABULATION: Construction Opinion of Cost**Market @ Zephyrhills - Pretty Pond Road & US Hwy 301**

LOCATION: Zephyrhills, FL

DATE: 9/14/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Fire Line Water Meter		Each	\$/Each	\$0.00
	Irrigation Water Meter	0	Each	\$1,500.00	\$/Each \$0.00
	Domestic DC/BFP	0	Each	\$500.00	\$/Each \$0.00
	Fire Line DDC/BFP	0	Each	\$8,500.00	\$/Each \$0.00
	Irrigation DC/BFP	0	Each	\$2,500.00	\$/Each \$0.00
	Restrained Fittings	11	Each	\$1,250.00	\$/Each \$13,750.00
	Concrete Vault	0	Each	\$15,000.00	\$/Each \$0.00
	Water Tap & Valves	2	Each	\$3,500.00	\$/Each \$7,000.00
	Water Impact Fees		LS	\$2,500.00	LS \$0.00
	SUBTOTAL				\$76,770.00
	Contingency	0%			\$0.00
	2780 TOTAL				\$76,770.00

3515	STORMWATER MANAGEMENT				
	15" RCP Culverts	415	LF	\$35.00	\$/LF \$14,525.00
	18" RCP Culverts	1,178	LF	\$45.00	\$/LF \$53,010.00
	24" RCP Culverts	129	LF	\$60.00	\$/LF \$7,740.00
	30" RCP Culverts	324	LF	\$72.00	\$/LF \$23,328.00
	36" RCP Culverts	108	LF	\$84.00	\$/LF \$9,072.00
	42" RCP Culverts	0	LF	\$120.00	\$/LF \$0.00
	48" RCP Culverts	0	LF	\$150.00	\$/LF \$0.00
	Catch Basin - Grated Inlet	11	EA	\$3,800.00	\$/EA \$41,800.00
	Catch Basin - Curb Inlet	6	EA	\$4,200.00	\$/EA \$25,200.00
	Manhole	5	EA	\$3,000.00	\$/EA \$15,000.00
	Control Structure	1	EA	\$8,500.00	\$/EA \$8,500.00
	Pond Retaining Wall	6,912	SF	\$35.00	\$/SF \$241,920.00
	Mitered End Section	3	EA	\$1,250.00	\$/EA \$3,750.00
	SUBTOTAL				\$443,845.00
	Contingency	0%			\$0.00
	3515 TOTAL				\$443,845.00

2795	SANITARY SEWER SERVICE				
	Main Sewer Line 4" Force Main		LF	\$18.00	\$/LF \$0.00
	6" PVC Gravity Sewer Line	181	LF	\$28.00	\$/LF \$5,068.00
	8" PVC Gravity Sewer Line	442	LF	\$32.00	\$/LF \$14,144.00
	Main Sewer Line _____" Pipe		LF		\$/LF \$0.00
	Manholes	5	Each	\$3,500.00	\$/Each \$17,500.00
	Open Cut	40	LF	\$350.00	\$/LF \$14,000.00
	Cleanouts	6	Each	\$500.00	\$/Each \$3,000.00
	Sewer Service Impact Fees		LS	\$2,500.00	LS \$0.00
	Private Sanitary Sewer System		LS		LS \$0.00
	Lift Station	1	Each	\$45,000.00	\$/Each \$45,000.00
	SUBTOTAL				\$98,712.00
	Contingency	0%			\$0.00
	2795 TOTAL				\$98,712.00

PROJECT ESTIMATE TABULATION: Construction Opinion of Cost**Market @ Zephyrhills - Pretty Pond Road & US Hwy 301****LOCATION:** Zephyrhills, FL**DATE:** 9/14/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
2800	ELECTRICAL SERVICE				
	Electrical Service	1	LS	\$0.00 S/LS	\$0.00
	SUBTOTAL				\$0.00
	Contingency 0%				\$0.00
	2800 TOTAL				\$0.00
2830	FENCING				
	6' Chain Link Fence	875	LF	\$20.00 S/LF	\$17,500.00
	6' Masonry Wall Screen Fence fencing)	0	LF	\$40.00 S/LF	\$0.00
	6' Fence Gate (At Sidewalk Connections)	0	SF	\$250.00 S/LF	\$0.00
	SUBTOTAL				\$17,500.00
	Contingency 0%				\$0.00
	2830 TOTAL				\$17,500.00
16500	SITE LIGHTING - Assumes Purchase. Lights can be leased				
	Pole Bases	0	Each	\$4,250.00 S/Each	\$0.00
	Fixtures, Poles & Conduit	0	Each	\$2,500.00 S/Each	\$0.00
	SUBTOTAL				\$0.00
	Contingency 0%				\$0.00
	16500 TOTAL				\$0.00
16550	PEDESTRIAN AMENITIES				
	Benches	1	Each	\$1,000.00 S/Each	\$1,000.00
	Bike Rack / Cover	1	Each	\$2,500.00 S/Each	\$2,500.00
	SUBTOTAL				\$3,500.00
	Contingency 0%				\$0.00
	16550 TOTAL				\$3,500.00

Project Grand Total**\$1,013,727**

Estimate Prepared By:
Company Name:
Plans Dated:

Scott Stannard
 Commercial Site Solutions, Inc
 9/14/22


BANKS™

Irrevocable Unconditional Letter of Credit

Beneficiary: City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Letter of Credit No.: 400835100

Date: October 14, 2022

To Whom It May Concern:

For the account of WLN Zephyrhills, LLC, we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of One Hundred Fifty-two Thousand Fifty-nine and 05/100 Dollars (\$152,059.05).

This Credit is irrevocable, unconditional and transferable. This Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

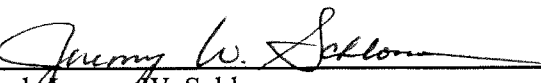
Drafts drawn under this Credit must specify the number of this Credit and be presented at the office identified below not later than August 26, 2023. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

This Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Credit is referred to or to which this Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored at 871 Ste. Genevieve Drive, Ste. Genevieve MO 63670.

Yours very truly,

MRV Banks

By: 
Printed: Jeremy W. Schlosser
SVP of Private Banking

mrvbanks.com 

Cape Girardeau • Festus/Crystal City • Ste. Genevieve • St. Charles

RECORDED DECLARATIONS OF EASEMENTS,
COVENANTS AND RESTRICTIONS (DOES NOT
REQUIRE COUNCIL APPROVAL)

PREPARED BY AND AFTER RECORDING
MAIL TO:

Krevolin & Horst, LLC
1201 West Peachtree Street NW, Suite 3250
Atlanta, Georgia 30309
Attn: Wesley C. Turner, Esq.

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
("Declaration") is made this 2nd day of November, 2022
(the "Effective Date"), by WLN ZEPHYRHILLS, LLC, a Florida limited liability company (the
"Developer").

WITNESSETH

WHEREAS, Developer is the owner of those certain five (5) tracts of real property located in Pasco County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Developer is redeveloping the property for commercial purposes (such commercial development hereinafter collectively referred to as the "**Development**"); and

WHEREAS, Developer desires to subject the Property to the easements, covenants and restrictions herein set forth in order to provide for the orderly development, use and maintenance of the Property for the mutual benefit of the present and future Owners and Occupants thereof.

NOW, THEREFORE, DECLARANT, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES, DECLARES AND COVENANTS (and each Owner as defined herein by taking title to any portion of the Property, hereby agrees) that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used, and otherwise disposed of subject to the following easements, conditions, covenants, rights and restrictions as hereinafter set forth.

ARTICLE I

DEFINITIONS AND MEANINGS

In addition to any terms whose definitions are fixed and defined elsewhere in this Declaration, each of the following terms, when used herein with an initial capital letter, have the following meaning:

1.1 The term “**Building**” or “**Buildings**” shall mean the building(s), structures and other vertical improvements (not including signage or dumpster pads, privacy walls, gates or enclosures) existing and/or constructed on the Lots from time to time. Buildings shall also include any outdoor patio areas associated with a particular Building.

1.2 The term “**Common Area**” or “**Common Areas**” shall mean those portions of the Development that are the areas located outside of exterior walls of Buildings or other structures located on the Lots from time to time, and which are either unimproved or improved but accessible to Occupants of the Development, such improvements to include, without limitation, certain horizontal improvements such as parking areas, landscaped areas, driveways, sidewalks, roadways, walkways, curbing, paving, entrances, exits and other similar exterior site improvements, as well as vertical improvements such as, without limitation, dumpster walls, gates and privacy improvements and utility service improvements such as lift stations and electrical and/or cable and TV service boxes. The term “Common Area” shall also expressly include the Shared Driveways and any drainage facilities for the discharge, drainage, use, detention and retention of storm water runoff, including, without limitation, any storm water collection, retention, detention and distribution lines, conduits, pipes, storage tanks, detention ponds, inlets and other apparatus, as located on the Detention Pond Lot as well as on the other Lots.

1.3 The term “**Declarant**” shall initially mean Developer, in its capacity as Declarant under this Declaration. Notwithstanding the foregoing, immediately upon the sale of the last Lot owned by Developer, the term “**Declarant**” shall mean the Owner of Lot 1 and its successors and assigns in its capacity as Declarant under this Declaration. Upon the sale of the last Lot owned by Developer, Developer may record an assignment of Declarant’s rights to evidence the assignment of Developer’s rights as Declarant to the Owner of Lot 1.

1.4 The term “**Detention Pond Lot**” shall mean Lot 1, as depicted on the Site Plan and labeled as such, in which certain Storm Water Facilities (as defined herein) will be constructed on such Detention Pond Lot for the benefit of each of the Lots. As used herein, the term “Detention Pond Lot Owner” shall mean the Owner of the Detention Pond Lot.

1.5 The term “**Lot**” shall mean any of the individual lots of land set forth more particularly on **Exhibit “B”** attached hereto and by this reference made a part hereof, which together comprise the Property and which are depicted in that certain Plat prepared by Geopoint Surveying, Inc. dated October 20, 2022, and recorded on October 28, 2022 in Plat Book 90, Page 96, Official Records of Pasco County, Florida (the “**Plat**”).

1.6 The term "**Mortgage**" shall mean a mortgage, deed to secure debt, or similar debt security instrument conveying a lien upon or security title to a Lot or Lots (or any portions thereof or interest or estates therein, including, without limitation, ground leases thereof).

1.7 The term "**Mortgagee**" shall mean the holder of a Mortgage.

1.8 The term "**Occupant**" shall mean any Person occupying any portion of a Lot pursuant to rights expressly granted by (a) an Owner, or (b) by any (i) licensee or (ii) tenant with a license or leasehold interest or tenancy in any of the Property subject to this Declaration. "Occupant" includes, without limitation, any tenants, subtenants, invitees, employees, customers, agents, contractors, subcontractors and licensees of any Owner, licensee or tenant (or its subtenants), as described in the immediately preceding sentence.

1.9 The term "**Owner**" means any Person owning fee simple title to any Lot, or any common, joint, or limited interest therein, as shown by the real property records of Pasco County, Florida, subject to the following special rules:

(a) Any Person having an interest in any Lot solely as security under a Mortgage is not deemed an "Owner", unless such Person is a "mortgagee in possession" under Florida law following a default under such Mortgage or has acquired fee simple title, or portion thereof, to such Lot by foreclosure or deed in lieu thereof;

(b) Individual tenants or lessees of a Lot or Lots shall not be deemed "Owners" thereof, unless otherwise agreed by the fee simple titleholder of such Lot;

(c) In the event the Owner of any Lot separately conveys fee simple title to any portion of its Lot or a portion of its fee simple title to another Owner or Owners so that ownership of such Lot is divided between or among more than one (1) Owner, then, the Owners of such Lot will enter into a written agreement pursuant to which such Owners designate one (1) of the Owners owning a portion of such Lot as representative to act as the "Owner" of such Lot for all purposes hereunder; provided, however, that such designation will not limit or impair the obligation of all Owners of such Lot to perform and observe all of their respective responsibilities and restrictions hereunder with respect to its portion of such Lot.

1.9 The term "**Person**" shall have the meaning defined in Section 1.01(3), Florida Statutes, and includes a limited liability company, limited partnership, limited liability limited partnership or other legal entity, or any combination of any such entities.

1.10 The term "**Pro Rata Share**" as used in this Declaration will be calculated by multiplying the applicable charge for the calendar year then under consideration, by a fraction, the numerator of which is the number of square feet contained on an Owner's Lot (without regard for constructed square footage or occupancy) and the denominator of which is the aggregate number of square feet of the land comprising all of the Lots. The Pro Rata Share for each Lot is shown on **Exhibit "E"** attached hereto and incorporated herein by reference.

1.11 The term "**Shared Driveways**" means those certain driveways and related driveway improvements, paving, curbing, entrances and exits to and from the adjoining public

roadways, as currently constructed or as may be constructed on the Lots and depicted on the Site Plan defined below and incorporated herein by reference, as said Site Plan may be amended from time to time.

1.12 The term “**Site Plan**” means that certain drawing of the Property and the Lots attached hereto as **Exhibit “C”** and incorporated herein by reference, which depicts the location of certain easement areas granted pursuant to this Declaration, as said Site Plan may be amended from time to time in accordance with this Declaration.

ARTICLE II **EASEMENTS**

2.1 **Access Easement.** Declarant hereby establishes, creates and reserves for the benefit of, and as an appurtenance to, each of the Lots and for the benefit of an Owner of a Lot from time to time and their Occupants with respect to, and as a burden upon the Lots, perpetual non-exclusive rights, privileges and easements for reasonable access, ingress and egress over all paved driveways, roadways and walkways constituting a part of the Common Area including, without limitation, the Shared Driveways, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area intended for such purposes, and to and from all abutting streets or rights of way furnishing access to the Lots. No walls, fences, barriers or impeding structures of any sort or kind shall be constructed upon the Common Areas of the Lots or any portion thereof by any Owners which prevent or impair the use or exercise of any easements granted herein or the free access and movement of pedestrian and vehicular traffic between the Lots and any public thoroughfares; provided, however, (i) curb stops and other reasonable traffic controls, including, without limitation, stop signs, directional barriers and parking stops as may be necessary to guide and control the orderly flow of traffic, may be installed so long as the Shared Driveways are not closed or blocked and the traffic circulation pattern of the Common Areas is not changed or affected in any material way; and (ii) nothing as contained herein will prevent any Owner from (a) redesigning and/or making any modifications or alterations to the Common Areas or any portion thereof on each Owner's Lot (subject to the terms and conditions set forth in this Declaration), provided such redesign, modification or alteration does not materially and adversely affect access, use and enjoyment of others entitled thereto and does not result in a violation of any Laws (as defined herein); or (b) temporarily closing the Common Areas or any portion thereof on each Owner's Lot for construction, repair, maintenance or other emergency conditions, or to otherwise prevent a public dedication of any portion of the Common Areas, provided any such closure shall be as limited in scope and duration as is reasonably possible under the circumstances, and provided further, however, that the Shared Driveways will not be relocated without the prior written consent of all of the Owners, which consent shall not be unreasonably withheld, conditioned, or delayed.

2.2 **Parking Easement.** Unless otherwise dedicated to a particular Occupant by Declarant, Declarant hereby establishes, creates and reserves for the benefit of, and as appurtenances to, each of the Lots and for the benefit of all Owners and their Occupants with respect to, and as a burden upon, the Lots, perpetual non-exclusive rights, privileges and easements for the parking of vehicles in the parking areas designated as part of the Common Areas of the Lots and as the same may be modified or removed from time to time by the Owner upon which the parking areas are located (the “**Parking Easement**”); provided, however, in no event will there be any adjustment of the parking areas which would cause a violation of any applicable parking laws, codes, rules, regulations, and/or ordinances

(“**Laws**”). The Parking Easement is for customer and employee parking in connection only with the businesses operated from time to time at the Lots. In no event will the Parking Easement be used for delivery or truck parking, overnight parking, storage or other similar parking purposes that constitute an unreasonably prolonged use of the Parking Easement. Notwithstanding anything contained herein to the contrary, however, in no event shall any Owners or their Occupants, other than the Owner and Occupants of Lot 2, have the right to park on Lot 2.

2.3 Storm Water Drainage Easement.

(a) Easement. Declarant hereby establishes, creates and reserves for the benefit of, and as an appurtenance to, each of the Lots and for the benefit of the Owners of the Lots from time to time and their Occupants with respect to, and as a burden upon, the Lots, perpetual non-exclusive rights, privileges and easements upon, under, over, above and across the Common Areas located on the Detention Pond Lot and the other Lots for the discharge, drainage, use, detention and retention of storm water runoff, and to install, maintain, repair and replace storm water collection, channeling, retention, detention, drainage, discharge and distribution lines, conduits, pipes, storage tanks and other apparatus under and across the Common Areas.

(b) Facilities. At any time and from time to time, Declarant has the right, but not the obligation, to install, repair, maintain and/or relocate on the Development any storm water collection, channeling, retention, detention drainage, discharge and distribution lines, conduits, pipes, storage tanks, structures, facilities and other apparatus installed (or to be installed) (collectively, the “**Storm Water Facilities**”), which Storm Water Facilities may be installed on one or multiple Owners’ properties even though the exclusive or primary beneficiary of such Storm Water Facilities may be another Owner or Owners. Any activity performed by Declarant pursuant to this Section 2.3(b) shall be undertaken so as to reasonably minimize any interference with the impacted Owner’s use or operation of such Owner’s Lot.

(c) No Increased Flow/Volume. In no event shall any Owner be permitted to take any action or perform any construction or modification to such Owner’s Lot so as to permanently increase the flow or volume of storm water discharged from such Owner’s Lot onto other portions of the other Lots or otherwise without first securing Declarant’s prior written consent, such consent to be issued or withheld in Declarant’s sole and absolute discretion; and if Declarant is no longer an Owner, then the Owner of the Lot that is increasing the discharge of storm water from its Lot onto another Lot shall obtain prior written consent of the Owner who will be impacted by the additional storm water discharge, such consent to be issued or withheld in the sole and absolute discretion of the Owner who will be impacted by the additional storm water discharge.

(d) Maintenance of Storm Water Facilities. Except as otherwise specifically set forth in this Declaration and except for those maintenance obligations that have been assumed by a governmental or quasi-governmental entity or private or public utility, each Owner, at its sole cost and expense, must maintain, repair, and restore, in good condition, all Storm Water Facilities on its respective Lot, which includes maintaining and repairing all Storm Water Facilities as necessary to keep them in good condition and repair. Notwithstanding anything contained in this Section 2.3(d) or the Declaration to the contrary, Developer constructed a

detention pond on a portion of Lot 1 as depicted on the Site Plan for the mutual benefit of all Owners of the Lots in the Development (the “**Detention Pond**”). Following completion of the Detention Pond, the Owner of Lot 1 will be solely responsible for the maintenance of the Detention Pond and Storm Water Facilities on Lot 1. The Owner of Lot 1 is responsible to pay the cost of all repairs and maintenance of the Detention Pond and such supporting facilities located on Lot 1 that benefit all Lot Owners (such costs constituting “**Detention Pond Costs**”). However, each Owner must reimburse the Owner of Lot 1 for such Owner’s Pro Rata Share of the Detention Pond Costs within thirty (30) days following receipt of written notice of the Detention Pond Costs, and this reimbursement obligation constitutes a lien upon each Owner’s Lot until paid. Any activity performed pursuant to this Section 2.3(d) must be undertaken in a reasonable manner with the goal being to minimize any interference with the impacted Owner’s use or operation of their Lot.

2.4 Utility Easement. Declarant hereby establishes, creates and reserves for the benefit of, and as appurtenances to, each of the Lots and for the benefit of the Owners of the Lots from time to time and their Occupants with respect to, and as a burden upon the Lots perpetual non-exclusive rights, privileges and easements over, under, through and across the Lots to tie into, install, use, maintain, repair and replace any underground utility lines and facilities (including sanitary sewer and related lines and facilities) required to serve the improvements located on an Owner’s portion of the Lots from time to time, with such lines and facilities to be installed in locations reasonably approved by the Owner of the burdened portion of the Lots at issue (such approval by the applicable Owner not to be unreasonably withheld, conditioned or delayed). The rights, privileges and easements established in this Section 2.4 will in no way limit or restrict the right and privilege of any Owner to relocate any utility line or facility located on such Owner’s portion of the Lots, to be done at the expense of such Owner. Each Owner covenants and agrees to keep and maintain in good order, condition and state of repair, at its own expense, any utility line or facility now or in the future located on the Owner’s portion of the Lots unless the same serves only the Owner of another portion of the Lots, in which event it will be the responsibility of such other Owner whose property is served by such line or facility. This blanket Utility Easement is in addition to, and subordinate to, any similar easement or easements (utility or otherwise) set forth on the Plat.

2.5 Temporary Construction Easement. Declarant hereby establishes, creates and reserves for the benefit of, and as an appurtenance to, each of the Lots and for the benefit of the Owners of the Lots from time to time and their Occupants with respect to, and as a burden upon, the Lots, a non-exclusive, temporary construction easement (the “**TCE**”) over, through and across all portions of the Lots as is required for the development and maintenance of the Lots; provided, however, that this TCE is only in effect during periods when actual construction and/or maintenance is being performed, and provided further that, upon the opening of any business on any Lot, this TCE and the construction activities permitted hereby, must be limited so that no Owner or Occupant is materially and adversely affected by the TCE.

2.6 Signage Easement.

(a) Easement. Declarant hereby establishes, creates and reserves for the benefit of, and as appurtenances to, each of the Lots, for the benefit of the Owners of the Lots from time to time and their Occupants with respect thereto, and as a burden upon, the Lots, a perpetual non-exclusive easement for use of those certain monument/pylon signs identified on the Site Plan (such signs referred to herein as the “**Monument/Pylon Signs**”).

(b) Allocation of Pylon Sign. No pylon or monument signs are permitted within the Property except in the area(s) shown on the Site Plan. Declarant may elect to have the sole and exclusive right to build and construct the Monument/Pylon Signs or may elect to designate the building and construction of such Monument/Pylon Signs to the Owner of the Lot on which such Monument/Pylon Sign shall be located, provided that all design and composition of the Monument/Pylon Signs and any other pylon and monument signs are subject to Declarant's approval, in its sole and absolute discretion. The Owners of the Lots will each be allocated the right to use a certain number of sign panels (front and back) on each of the Monument/Pylon Signs to advertise businesses operating from their respective Lots in accordance with the sign panel allocation matrix set forth on **Exhibit "F"** attached hereto and incorporated herein by reference. The top "marquee" position (not a sign panel) of any Monument/Pylon Signs may, in Developer's discretion, display the name of the Development, to wit: "Market at Zephyrhills". Notwithstanding anything to the contrary contained in this Declaration, no Owner shall have the right to (i) divide any panel on any Monument/Pylon Signs into more than one (1) full panel on the front and back of any Monument/Pylon Signs.

(c) Maintenance of Pylon Sign Panels. Each Owner is exclusively responsible for the fabrication, installation, maintenance and removal of sign panels attributable to each Owner's Lot. Otherwise, Declarant will be exclusively responsible for installation, repair, maintenance and relocation of the Monument/Pylon Signs (even if on the property of an Owner unrelated to Declarant), and all Owners must pay their respective "**Signage Share**" of the cost of such installation, repair, maintenance and relocation of the Monument/Pylon Signs (such costs constituting "**Shared Monument/Pylon Costs**"). Shared Monument/Pylon Costs are due and payable by each impacted Owner within thirty (30) days following invoice from Declarant and this monetary obligation will constitute a lien upon each impacted Owner's Lot until paid. For purposes of this Section 2.6, "**Signage Share**" is a fraction, the numerator of which is the square footage of the Owner's Lot (regardless as to whether the same is developed or as to whether such Owner utilizes its signage allocation hereunder), and the denominator is the total square footage of all Owners that have Lots utilizing the applicable Monument or Pylon signage.

2.7 Reasonable Use of Easements. The easements granted by this Declaration will be used and enjoyed by each Owner in such a manner that will not unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or Occupant at any time conducted business on a Lot, including, without limitation, public access to and from the property, and the receipt or delivery of merchandise or supplies in connection therewith.

ARTICLE III **IMPROVEMENTS**

3.1 Height Restriction. In no event will any Building exceed forty-five feet (45') in height. The height of any Building will be measured perpendicularly from the finished floor elevation to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such Building.

3.2 Zoning. Each Owner must comply and cause its Lot(s) and Occupants to comply, with all applicable zoning requirements. No Owner is permitted to apply or submit for any zoning change(s) with respect to its Lot without the prior written consent of Declarant.

3.3 Limitation on Interference. The Owner of each portion of the Lots must perform construction on its Lot in a manner which will not (i) cause any unreasonable increase in the cost of construction on the remainder of the Lots or any part thereof; (ii) unreasonably interfere with any other construction being performed on any of the other portions of the Property; or (iii) unreasonably interfere with the operations conducted on any other Owner's portion of the Property.

3.4 Declarant Plan Approval. No buildings or structures can be erected or allowed to remain on any portion of the Lots unless the plans and specifications for such building or structure have Declarant's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. A complete set of proposed construction plans including a site, foundation, floor plan and elevation drawings of all sides must be presented to and approved in writing by the Declarant prior to the commencement of clearing, grading, or construction of a Building of any kind on any portion of the Lots. Upon completion of the Building foundation, an actual, as-built survey of the foundation must be presented to the Declarant to ensure that it has been constructed in accordance with the plans and specifications approved by Declarant. All improvements must comply with the plans presented by the Owner in advance to the Declarant for its approval, unless subsequent changes are approved in writing by the Declarant. The right to make inspections necessary to assure compliance with the terms of this Declaration is reserved to the Declarant. Notwithstanding anything to the contrary contained herein, Declarant's approval of the construction plans pursuant to this Section 3.4 will under no circumstances be deemed to be Declarant's confirmation or approval that such construction plans are correct, accurate or legally permissible. Further, and notwithstanding anything to the contrary contained herein, Declarant's approval rights set forth herein will be of no further force and effect as of the date Developer no longer owns a Lot.

3.5 Conditions. Each Owner agrees that any construction work to be undertaken by it will be performed in a good and workmanlike manner and must be constructed such that the improvements, the Lots, and any Common Areas, Buildings, Lots or other areas affected thereby conform to and comply with (or continue to conform to and comply with): (i) the plans and specifications prepared and approved therefor (to the extent approval of Declarant or any Owner is required); (ii) all applicable requirements of all Laws; and (iii) all applicable requirements of this Declaration. All such construction work must be completed with due diligence. Except as otherwise set forth in this Declaration, or in any separate agreement between one or more Owners, or between any Owner and any Occupant, each Owner will be responsible for the cost and expense of all improvements and construction work to be constructed on its Lot.

3.6 Signage. Notwithstanding anything to the contrary set forth herein, all signage within the Property will only be permitted if such signage complies with all governmental requirements in effect at the time the request for approval of such signage is submitted. All exterior signs must be in English.

ARTICLE IV **MAINTENANCE AND MANAGEMENT**

4.1 Maintenance of Buildings. Each Owner will at all times, at its sole cost and expense, maintain, or cause to be maintained the Buildings from time to time located on such Owner's Lot, in good repair, clean condition and free of trash, debris and graffiti, reasonable

wear and tear excepted. Prior to initial development of a Lot, such Lot shall be paved or landscaped (i.e., seeded) and maintained in a neat, slightly condition free of trash and debris.

4.2 Modifications to Common Area. No improvements are to be placed in the Common Areas and no changes will be made to the improvements constructed in the Common Areas by Declarant/Developer without the approval of (i) Declarant (for so long as Developer owns any portion of the Lots), and (ii) the Owner of the portion of the Lots containing the Common Areas on which the improvements at issue are to be placed or altered, such consent to not be unreasonably withheld, conditioned or delayed. For avoidance of doubt, no Owner (other than Declarant) or Occupant have any approval rights over improvements constructed in the Common Areas of any Lot other than the Owner of the Lot on which such improvements are to be constructed.

4.3 Maintenance of Common Areas.

(a) Use of Common Areas. Occupants and Owners of the Lots have the non-exclusive right, in common with Declarant and all others to whom Declarant has or may hereafter grant rights, to use the Common Areas, subject to the terms and conditions hereof and subject to such reasonable rules and regulations as Declarant may from time to time impose (during such times when Declarant owns a portion of the Lots), including the designation of specific areas in which cars owned by Owners, its concessionaires, officers, employees, contractors and agents must be parked. Each Owner must abide by all rules and regulations and use its best efforts to cause its tenants, concessionaires, officers, employees, contractors, agents, customers and invitees to also abide thereto. Declarant may at any time temporarily close parking areas, and Declarant may do such other acts in and to the Common Areas as, in its judgment, may be desirable (subject to the terms of this Declaration). No Owner will at any time interfere with the rights of the other Owners or Declarant or their respective tenants, concessionaires, officers, employees, contractors, agents, customers and invitees to use any part of the parking areas and other Common Areas for their respective intended purposes. No Owner or its employees, contractors, concessionaires or agents will solicit business in the parking areas or other Common Areas or distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any automobiles parked therein without Declarant's written consent.

(b) Maintenance of Common Areas. Except as expressly set forth otherwise herein, each Owner must at all times, at its sole cost and expense, operate, maintain, repair and replace the Common Areas located on such Owner's Lot and keep same in good condition and repair, clean, free of trash, debris and other hazards to persons using such Common Areas, properly lighted and landscaped (in accordance with landscaping plans approved by Declarant), reasonable wear and tear excepted. Any unimproved Common Areas must be kept litter-free. The Common Areas must be maintained in a manner and condition substantially similar to that of other comparable retail developments in the Pasco County, Florida area and in compliance with all applicable governmental laws, rules, regulations orders and ordinances. All Common Area improvements must be repaired or replaced with materials of at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Lots as a whole.

(c) Maintenance of Shared Driveways. As of the Effective Date, the Declarant will, at its sole cost and expense (subject to reimbursement pursuant to Section 4.3(c) below), operate, maintain, repair and replace the Shared Driveways and keep same in good condition and

repair, clean and free of trash, debris and other hazards to persons using such Shared Driveways, properly lighted and landscaped (in accordance with landscaping plans approved by Declarant), reasonable wear and tear excepted. Notwithstanding the foregoing, the Developer has the right, at any time that the Developer is the Declarant and in Developer's sole discretion, to designate an Owner to be responsible for the maintenance of the Shared Driveways (subject to reimbursement pursuant to below). The Shared Driveways must be maintained in a manner and condition substantially similar to that of other comparable retail developments in the Pasco County, Florida area and in compliance with all applicable Laws. All Shared Driveway improvements must be repaired or replaced with materials of at least equal to the quality of the materials being repaired or replaced. Each Owner is responsible to reimburse the Declarant or the Declarant's designee for such Owner's Pro Rata Share of the expenses incurred in maintaining the Shared Driveways (the **"Driveway Common Area Expenses"**). Each Owner is responsible to reimburse the Declarant for such Owner's Pro Rata Share of the Driveway Common Area Expenses within thirty (30) days following receipt of notice of the Driveway Common Area Expenses and the Driveway Common Area Expenses constitute a lien upon such Owner's Lot until paid.

(d) Maintenance of Non-Shared Driveways. With exception for the Shared Driveways, each Owner (or Occupant in accordance with the terms of any applicable lease, license, etc.) shall at all times, at its sole cost and expense, operate, maintain, repair and replace all paved driveways, roadways and walkways located on each Owner's Lot and keep same in good condition and repair, clean and free of trash, debris and other hazards to persons using such paved driveways, roadways, and walkways properly lighted and landscaped (in accordance with landscaping plans approved by Declarant, so long as Declarant is an Owner), reasonable wear and tear excepted. All paved driveways, roadways, and walkways shall be maintained in a manner and condition substantially similar to shared driveways and access ways of other retail developments in the Pasco County, Florida area that are comparable to the Development, and otherwise in compliance with all applicable laws, codes, rules, regulations, and/or ordinances (**"Laws"**). All paved driveways, roadways, and walkways shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced.

(e) Self-Help. If, in the reasonable opinion of an Owner (the **"Non-Violating Owner"**), Declarant or an Owner of another portion of the Lots fails to properly maintain and preserve the Common Areas on its portion of the Lots owned (or leased or subleased, as the case may be) by such Owner in accordance with this Section 4.3, the Non-Violating Owner may give written notice thereof to Declarant or to such Owner, as applicable (the **"Violating Owner"**). The Violating Owner has thirty (30) days to cure such violation, or to commence to cure and thereafter diligently pursue said cure to completion if the violation cannot be cured within said 30-day period (or such longer period as may be reasonably required under the circumstances). If the Violating Owner fails to so cure said violation within the cure period to the reasonable satisfaction of the Non-Violating Owner, the Non-Violating Owner has the right, through its agents and employees, and has the right via a non-exclusive easement, to enter upon the portion in question, with or without process of law and without liability for trespass therefor, so as to repair, maintain, repaint and restore such portion of the Common Areas of the Lots, including such improvements or such landscaping thereon, in such a manner as the Non-Violating Owner reasonably deems sufficient, and the cost thereof is a binding, personal obligation of the Violating Owner secured by a lien against its portion of the Lots and all improvements located thereon, enforceable in accordance with all applicable Laws.

4.4 Trash Removal. All trash and garbage from the operation of business upon the Lots must be stored in adequate containers, and areas near trash containers must be maintained in a clean, neat, safe and sanitary condition. Each Owner must cause the regular removal of trash allocable to such Owner from the Lots in accordance with applicable Laws, at its cost and expense. Decorative screening and/or landscaping can be installed by or at the direction of each Owner so as to obscure from public view all trash receptacles, trash compactors, HVAC units, and service areas on the Lots.

ARTICLE V USE RESTRICTIONS

5.1 The Lots and any portion thereof must, in all events, be owned, operated, used and transferred subject to all applicable Laws.

5.2 Objectionable noises or odors must not emanate from any Building in any portion of the Lots (which excludes typical odors emanating from any permitted restaurant operations); nor will any radio, television, loudspeaker or amplifier be placed on the roof of any Buildings; nor will any antenna, equipment, awning or other projection be placed on the exterior of any Buildings except as otherwise permitted herein; nor will any other action be taken on or in any portion of the Property that could reasonably be expected to constitute a nuisance or could reasonably be expected to disturb or endanger other Occupants of the Property or unreasonably interfere with Owners' or their respective Occupants' use of their respective premises.

5.3 In no event will the Property or any portion thereof be used in violation of the applicable use restrictions set forth on **Exhibit "D"** attached hereto. Declarant has the right to supplement **Exhibit "D"** from time to time in order to include exclusive use protections or other use restrictions granted to Owners or Occupants after the Effective Date or which otherwise Declarant elects to include pursuant to the terms of negotiated leases, contracts or use agreements. In no event will the restrictions set forth on **Exhibit "D"** prohibit an individual Occupant from operating for the use attributable to such tenant set forth on **Exhibit "D"** (e.g., the inclusion of the Five Guys Burgers and Fries exclusive use on **Exhibit "D"** must not preclude Five Guys Burgers and Fries from operating as a Five Guys Burgers and Fries), and any defined terms utilized in **Exhibit "D"** are intended to have the same meaning as ascribed to such term in the applicably referenced lease or use agreement.

ARTICLE VI INSURANCE

6.1 The Owner of each of the Lots or any portion thereof must maintain or cause to be maintained in full force and effect commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Lots or the improvements located thereon, such insurance to provide for a limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) in respect of injury or death of any number of persons arising out of any one occurrence and such insurance against property damage to afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect to any instance of property damage. During all times that any Owner sells alcoholic beverages, Owner must carry liquor liability insurance coverage with a minimum limit of property damage liability in an amount of Three Million and No/100 Dollars (\$3,000,000.00) per occurrence, or such other higher amount as is required by law, and a minimum

limit of general liability (including but not limited to personal injury) in an amount of Three Million and No/100 Dollars (\$3,000,000.00) per person, per occurrence, or such other higher amount as is required by law. This required insurance limit may be satisfied by the combination of a primary liquor liability and excess umbrella liability policy. The Owners must maintain or cause to be maintained in full force and effect property insurance covering all of such Owner's improvements, heating, ventilating and air conditioning equipment, trade fixtures, signage and personal property from time to time on or upon its Lot and alterations, additions or changes made by such Owner, in an amount not less than their full replacement cost, providing protection against perils included within standard forms of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism, plate glass breakage and malicious mischief. The Owners must procure and maintain workers' compensation insurance as required by law and employer's liability insurance of at least One Hundred Thousand and No/100 Dollars (\$100,000.00). Such insurance must extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Declaration. The Owner carrying the policy must furnish to any other Owner evidence that the insurance required to be carried by this Declaration is in full force and effect. All policies of insurance carried by such Owner (i) must be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of Class VIII as rated in the most currently available "Best's Insurance Reports" and qualified to do business in the state in which the Lots are located; (ii) must name Declarant, or the current Owner(s) if not Declarant, and its Mortgagee as additional insureds; and (iii) must provide that the same may not be canceled or amended without at least thirty (30) days, prior written notice being given by the insurer to Declarant and its Mortgagee. Owner must deliver to any other Owner and its Mortgagee, if any, renewal certificates or policies not less than fifteen (15) days prior to the expiration date of any expiring policy theretofore furnished, unless such policy and the coverage provided therein is continued pursuant to its terms.

6.2 Prior to the commencement of any construction activities within the Lots, the Owner of the Lots or any portion thereof must obtain or require its contractor to obtain and thereafter maintain or cause to be maintained so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

- (a) workers' compensation insurance at statutory limits; and
- (b) employer's liability insurance of at least One Hundred Thousand and No/100 Dollars (\$100,000.00).

The insurance described in this Section 6.2 may be carried under (i) an individual policy covering this location, or (ii) a blanket or umbrella policy or policies which cover other liabilities, properties and locations of Owner, so long as no occurrence in respect to other property covered by such blanket policy will impair the coverage required hereunder.

ARTICLE VII **INDEMNITY**

Any Owner of the Lots will indemnify, save harmless, and defend Declarant and the other Owners promptly and diligently at Owner's sole expense from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or

property arising directly or indirectly out of Owner's construction, alteration, renovation, remodeling, repair and/or fixturing on its portion of the Property, or out of the business conducted on its portion of the Property or occurring on its portion of the Property or any part thereof, or arising directly or indirectly from any act or omission of Owner or any of its contractors, subcontractors or concessionaires, servants, agents, or employees, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon, except to the extent caused by Declarant's gross negligence or willful misconduct. The commercial general liability insurance maintained by Owner pursuant to Section 6.2 above must specifically insure the contractual obligations of Owner as set forth herein. The foregoing indemnification obligation will survive the termination of this Declaration.

ARTICLE VIII **DEFAULT**

If any Owner fails to comply or fails to cause any Occupant of its portion of the Lots to comply with any provision herein (the “**Defaulting Owner**”), then following delivery of the written notices discussed below, another Owner (the “**Non-Defaulting Owner**”), at its option and in addition to any other remedies it may have at law or equity, may proceed to perform such defaulted obligation on behalf of Defaulting Owner (and will have a license to do so) by the payment of money or other action for the account of Defaulting Owner. Before exercising any remedy, the Non-Defaulting Owner must first notify the Defaulting Owner in writing at least thirty (30) days in advance. If the Non-Defaulting Owner has not received a response from the Defaulting Owner within such thirty (30) day period, the Non-Defaulting Owner must send a second written notice to the Defaulting Owner which includes the following language in all caps: “THIS IS NON-DEFAULTING OWNER'S SECOND NOTICE OF DEFAULT TO [insert name of Defaulting Owner]. YOUR FAILURE TO RESPOND TO THIS NOTICE WITHIN FIFTEEN (15) DAYS FOLLOWING YOUR RECEIPT OF SAME PERMITS THE NON-DEFAULTING OWNER, AT ITS OPTION, TO EXERCISE ITS REMEDIES UNDER ARTICLE VIII OF THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS.” The foregoing cure right of the Non-Defaulting Owner must not be exercised if, within the applicable notice period(s), (i) Defaulting Owner cures the default, or (ii) if the default is a non-monetary default that cannot be reasonably cured within the applicable notice period(s), but Defaulting Owner begins to cure such default within such time period and diligently pursues such action to completion. The thirty (30) day or fifteen (15) day notice periods are not applicable if an emergency exists that poses an immediate threat to life or property or if such default causes interference with the construction, operation or use of all or any portion of the Lots which interference requires immediate attention; and in such event, the Non-Defaulting Owner must give whatever notice to Defaulting Owner as is reasonable under the circumstances. Any such cost associated with curing the Defaulting Owner's default is a binding, personal obligation of the Defaulting Owner secured by a lien against the Defaulting Owner's portion of the Lots and all improvements located thereon, enforceable in accordance with all applicable Laws.

ARTICLE IX **MISCELLANEOUS**

9.1 Taxes and Assessments. Each Owner must pay or cause to be paid, without penalty, all “Taxes” on such Owner's portion of the Lots, with “Taxes” meaning all applicable taxes and existing and future assessments, general and special, and governmental charges and liens of any kind

or nature whatsoever, which have been or may be levied or assessed by any lawful authority against the land, buildings and improvements of such Owner (or in the case of a ground lease by an Owner of its Lot, against the ground lessee thereof). If a tax parcel covers more than a single lot, each Owner owning a portion of the larger tax parcel will be responsible for payment of its proportionate share of the tax bills for the larger tax parcel on or before the due date therefor. Unless the Owners within the larger tax parcel otherwise agree, each Owner's proportionate share of the tax bill for the larger tax parcel will be determined by dividing the square footage of the portion of such Owner's lot within the larger tax parcel by the square footage of the larger tax parcel.

9.2 Liens. In the event any construction, materialman's, or other lien is filed against the Lots or any portion thereof, the Owner of the applicable Lot must cause such lien to be released and discharged of record (or properly bonded off) within thirty (30) days of such filing.

9.3 No Rights in Public; No Implied Easements. Nothing contained herein creates any rights in the general public or as dedicating for public use any portion of the Lots or the Development.

9.4 Estoppel Certificates. Each Owner and Declarant must, within fifteen (15) days after its receipt of a written request from another Owner, execute and deliver an estoppel certificate confirming that, to such Owner's or Declarant's knowledge, as applicable, (a) there are no defaults of the requesting Owner then existing under this Declaration, (b) this Declaration remains in full force and effect, without modification or amendment, and (c) any other statements reasonably requested by such requesting Owner or its Mortgagee. If any Owner fails to provide such a certificate within such fifteen (15) day period, such Owner will be deemed to have certified that the statements set forth in clauses (a), (b) and (c) above are true as of such fifteenth (15th) day.

9.5 Term. The easements, covenants, conditions and restrictions contained in this Declaration are effective commencing on the date of recordation of this Declaration in the real property records of Pasco County, Florida, and will remain in full force and effect thereafter for as long as permitted in accordance with Florida law, unless this Declaration is modified, amended, canceled or terminated by the written consent of all of the then record Owner(s) of the Lots in accordance with the terms contained herein.

9.6 Amendment. Except as expressly set forth in Section 5.3, this Declaration may not be modified or amended, in whole or in part, or terminated, except by the written consent of all record Owners of the Property evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the real property records of Pasco County, Florida.

9.7 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein will run with the land and create equitable servitudes in favor of the real property benefited thereby, will bind every person having any fee, leasehold or other interest therein and will inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. In no event will the rights, powers and obligations conferred upon the Owner(s) hereunder be at any time transferred or assigned by any such Owner(s) other than through a transfer of their respective interests in their respective property.

9.8 Singular and Plural. Whenever required by the context of this Declaration, the singular includes the plural, and vice versa, and the masculine includes the feminine and neuter genders, and vice versa.

9.9 Successors and Assigns. The terms and provisions of this Declaration are binding upon and inure to the benefit of the Owners, their successors and assigns and any successor-in-title to all or any portion of the Lots and are binding upon and inure to the benefit of Declarant, its successors and assigns and any successor-in-title to all or any portion of the Lots. The rights and remedies of Declarant hereunder must be exercised solely by (i) Declarant, so long as Declarant owns any portions of the Lots; or (ii) if Declarant no longer owns any portion of the Lots, the person or entity to which Declarant expressly assigns such rights and remedies (provided, however, that such person or entity must be an Owner of the Lots); or (iii) if Declarant has failed to make such express assignment, by the grantee acquiring the last portion of the Lots owned by Declarant.

9.10 Limited Liability of Declarant. **IN ANY ARBITRATION, ADMINISTRATIVE PROCEEDING, OR OTHER LITIGATION COMMENCED AGAINST DECLARANT AT LAW, IN EQUITY, OR OTHERWISE, PURSUANT TO OR RELATING TO THE PROVISIONS OF THIS DECLARATION OR ANY OWNER'S OCCUPANCY OR OPERATION OF ITS LOT, SUCH OWNER'S SOLE AND EXCLUSIVE REMEDY MUST BE AGAINST THE OWNERSHIP INTEREST OF DECLARANT IN THE PROPERTY, AND NO OWNER HAS ANY RECOURSE WHATSOEVER TO ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY DECLARANT OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF DECLARANT, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES. NO OWNER WILL EVER SUE, OR OTHERWISE PROSECUTE IN ANY WAY DECLARANT OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF DECLARANT, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, WITH RESPECT TO ANY CLAIM, SUIT, CONTROVERSY, DEMAND, ACTION, OR CAUSE OF ACTION SEEKING THE RECOVERY OF ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY DECLARANT OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF DECLARANT, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, OTHER THAN AN ACTION SEEKING THE OWNERSHIP INTEREST OF DECLARANT IN THE PROPERTY. THIS PROVISION APPLIES TO ANY CLAIM OR COUNTERCLAIM BY ANY OWNER, AND SUPERSEDES ANY MORE PERMISSIVE STATUTES, CASE LAW, RULES OR REGULATIONS IN THE APPLICABLE JURISDICTION.**

9.11 Disputes. In the event any dispute, claim or controversy arises out of or in connection with this Declaration, the Owners in dispute must first attempt to negotiate, in good faith, to resolve such dispute, claim or controversy. In the event those Owners are unable to reach a resolution in accordance with the foregoing, then such dispute, claim or controversy must be referred to an independent, third party and competent mediator, with the costs thereof to be shared equally between the disputing Owners. If the parties are unable to mutually agree upon a mediator or fail to settle such disagreement through mediation, then such disagreement must be resolved by arbitration in accordance with the rules of the American Arbitration Association ("AAA") and will be decided by three neutral arbitrators experienced in such matters and appointed by the AAA, with the cost thereof

to be divided equally between the disputing Owners, and the decision of such arbitrators will be final and binding upon the disputing Owners.

9.12 Mortgage Subordination; Rights of First Mortgagees. Any Mortgage will at all times be subject and subordinate to the terms of this Declaration, except to the extent otherwise expressly provided herein, and any party foreclosing any such Mortgage, or acquiring title by deed in lieu of foreclosure, only acquires title subject to all of the terms and provisions of this Declaration. Provided that any first-priority Mortgagee will have first filed with Declarant a written request that notices of default be sent to a named agent or representative of such Mortgagee at an address stated in such notice, then Declarant, will provide written notice to such Mortgagee of any default by the Owner of a Lot encumbered by its Mortgage in the performance of such Owner's obligations under this Declaration, or any document promulgated hereunder, and Mortgagee will have the same cure period, if any, afforded such Owner under the terms of this Declaration within which to cure such default on such Owner's behalf.

9.13 Compliance. Notwithstanding anything contained herein to the contrary, this Declaration will not entitle any Owner with the right to consent to or approve of any amendments, modifications, or waivers sought by the Declarant with respect to the Plat or other zoning regulations or ordinances applicable to the Development or any portion thereof, and all Owners, by virtue of acquiring any property in the Development, hereby agree that they will sign (and not oppose) any necessary applications for such amendments, modifications or waivers sought by Declarant, so long as the same (i) do not materially adversely affect the Owner's ability to develop its Lot for its contemplated use, (ii) do not have a materially adverse effect on the physical condition of the Owner's Lot, and (iii) are at no cost or expense to the Owner. Each Owner will sign such applications or other applicable documentation within ten (10) days of Declarant's request for the same. If an Owner fails to sign such applications or other applicable documentation within such 10-day period, then, Declarant is automatically deemed and appointed as attorney-in-fact for the Owner for the purpose of signing such applications or documentation provided that the same comply with the foregoing.

9.14 Notices. All notices required or permitted to be given hereunder will be in writing, signed by the party giving such notice or its attorney at law, and will be deemed to be delivered and received by the addressee of such notice upon its receipt by such addressee or upon refusal of such addressee to accept delivery thereof (i) when such notice has been deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, properly addressed to the Person to whom such notice is sent, (ii) when personally delivered, (iii) when delivered by commercial courier service for next business day delivery, with courier charges prepaid, or (iv) when sent via email properly addressed to the Person to whom such notice is sent, provided a copy is delivered by commercial courier service the next business day, with courier charges prepaid. For purposes of notice, the address of Declarant as of the date of this Declaration is as follows:

WLN ZEPHYRHILLS, LLC
c/o Wilson Development Group
3715 Northside Parkway NW
Building 400, Suite 515
Atlanta, Georgia 30327

(a) Change of Address. Any Owner may change its notice address by giving written notice of such change to the other Owners in accordance with the provisions hereof.

(b) Change of Ownership. Concurrent with the change of the fee simple ownership of any Lot, the new Owner vested with title to any such Lot must provide all other Owners with written notice of the date when title vested in the new Owner, together with the name, street and mailing address, as well as an email address, of the party authorized to receive communications under this Declaration. Further, and within fifteen (15) days of the date in which title changes hands, the new Owner must record a similar notice attaching the legal description of the property transferred in the public records of Pasco County, Florida.

9.15 Enforcement. Each Owner must strictly comply with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant or any aggrieved Owner, jointly and severally, will have all rights and remedies under Florida or Federal law to proceed at law or in equity for the recovery of damages, or for injunctive relief, or any combination of the above.

9.16 Expenses. Within thirty-five (35) days upon receipt of written request of any Owner, Declarant will deliver any and all documentation reasonably requested by such Owner as necessary to confirm the amount of the Detention Pond Costs, Shared Monument/Pylon Costs, Driveway Common Area Expenses, or any other charges which may be payable by the requesting Owner. Unless provided for in any applicable lease for a Lot, no Owner shall be responsible for paying any administrative fee or any other overhead cost as part of its Pro Rata Share of any expenses payable hereunder.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR
ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal, this 28th day of October, 2022.

Signed, sealed and delivered
in the presence of:

Carter L. Mize Jr.
Witness #1 Signature

Carter Mize Jr.
Witness #1 Printed Name

Philip Morrissey
Witness #2 Signature

Philip Morrissey
Witness #2 Printed Name

WLN ZEPHYRHILLS, LLC,
a Florida limited liability company

By: Wilson Development Group, LLC,
a Georgia limited liability company,
its Manager

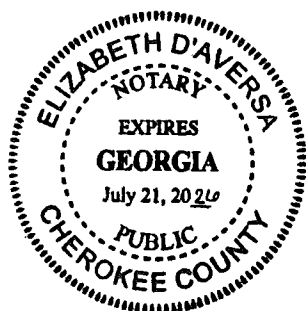
By: Greip, LLC,
a Georgia limited liability company,
its Manager

Matthew D. Wilson
By: Matthew D. Wilson
Name: Matthew D. Wilson
Title: Manager

STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

I HEREBY CERTIFY that on this 28th of October, 2022, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Matthew D. Wilson, as the Manager of Greip, LLC, a Georgia limited liability company, the Manager of Wilson Development Group, LLC, the Manager of WLN ZEPHYRHILLS, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ has produced _____ as identification..

[Notary Seal]



Elizabeth D'Aversa
NOTARY PUBLIC
Printed Name: Elizabeth D'Aversa
My commission expires: July 21, 2026

[SIGNATURE PAGE TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS]

CONSENT AND SUBORDINATION OF LENDER

The undersigned, GUARANTY BANK, a Missouri chartered bank ("**Lender**"), is the holder of that certain Mortgage, Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement dated October 29, 2020, made by WLN ZEPHYRHILLS, LLC, a Florida limited liability company ("**Borrower**"), in favor of Lender, recorded in Book 10212, Page 107, Pasco County, Florida records (the "**Mortgage**"; the Mortgage and any other documents related thereto are hereinafter referred to, collectively, as the "**Loan Documents**"). The Mortgage encumbers the Development (as defined in the Declaration). Lender hereby consents to the execution and recording of the foregoing Declaration of Easements, Covenants and Restrictions (the "**Declaration**"), consents to the terms and provisions contained in the Declaration, and agrees that the Mortgage and the Loan Documents are subject and subordinate to the Declaration; provided, however, that the execution by Lender of this Consent and Subordination of Lender shall not be deemed to diminish, impair, limit, repudiate or forgive any obligation of Borrower under the Mortgage or the Loan Documents, and Borrower shall remain liable for the faithful performance of all obligations thereunder.

Signature Page Follows

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed under seal by its duly authorized officer as of the 1st day of NOVEMBER, 2022.

Signed, sealed and delivered
in the presence of:

Guaranty Bank,
a Missouri chartered bank

[Signature]
Witness #1 Signature

Gregg Bailey
Witness #1 Printed Name

[Signature]
Witness #2 Signature

JASON A WHITESELL
Witness #2 Printed Name

By: [Signature]
Name: MIKE MCBODRICK
Title: SR VICE PRESIDENT

STATE OF Missouri)
) ss.
COUNTY OF Greene)

I HEREBY CERTIFY that on this 1st of November, 2022, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Mike MCBODRICK the SVP of Guaranty Bank, a Missouri chartered bank, who is ☒ personally known to me or ☐ has produced as identification..

[Notary Seal]

[Signature]
NOTARY PUBLIC
Printed Name: Heather Dawn Crain
My commission expires: 10/22/2024

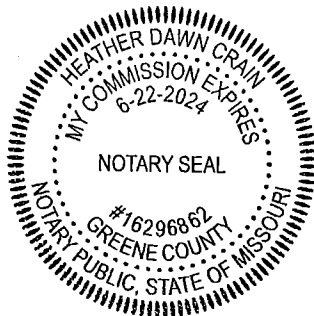


EXHIBIT "A"**PROPERTY**

Lots 1, 2, 3, 4, and 5 of the Market at Zephyrhills subdivision as shown on that certain Final Plat for Market at Zephyrhills, filed for record on October 28, 2022, and recorded in Plat Book 90, Page 96, Pasco County, Florida records, said plat incorporated herein by this reference.

EXHIBIT "B"**LEGAL DESCRIPTIONS OF LOTS****LOT ONE:**

Lot 1 of the Market at Zephyrhills recorded in Plat Book 96, Page 90, of the Public Records of Pasco County, Florida.

LOT TWO:

Lot 2 of the Market at Zephyrhills recorded in Plat Book 96, Page 90, of the Public Records of Pasco County, Florida.

LOT THREE:

Lot 3 of the Market at Zephyrhills recorded in Plat Book 96, Page 90, of the Public Records of Pasco County, Florida.

LOT FOUR:

Lot 4 of the Market at Zephyrhills recorded in Plat Book 96, Page 90, of the Public Records of Pasco County, Florida.

LOT FIVE:

Lot 5 of the Market at Zephyrhills recorded in Plat Book 96, Page 90, of the Public Records of Pasco County, Florida.

EXHIBIT "C"

SITE PLAN

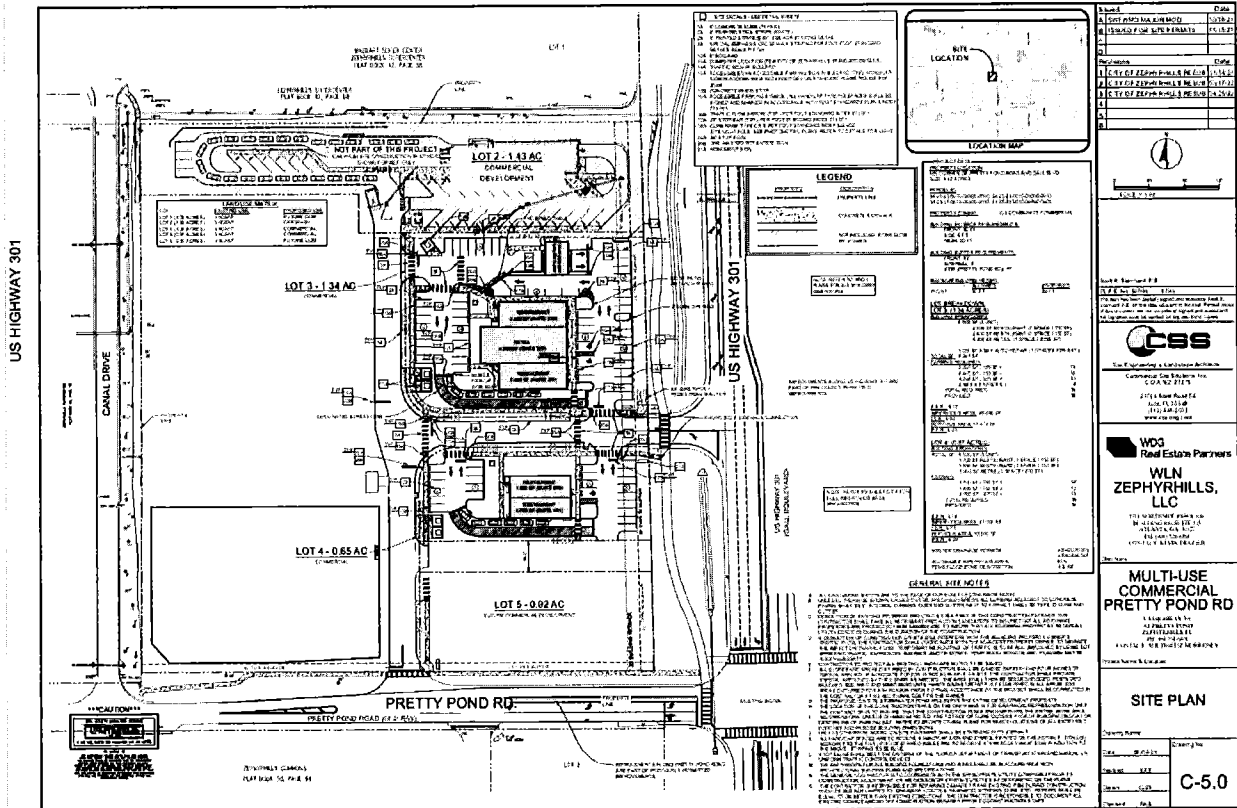


EXHIBIT "D"**EXCLUSIVES & RESTRICTIONS****Exclusives:****1. Five Guys.**

During the term of SARASOTA SEVEN BURGERS, LLC, a Florida limited liability company ("Tenant"), or its successors and/or assigns, occupancy as a tenant of Lot 3, no portion of Lot 3 shall be used for the operation of or to sell hamburgers, cheeseburgers, french fries, milkshakes and other complementary items for on- and off-premises consumption (the "Exclusive Use"). Tenant's Exclusive Use shall not preclude (i) tenants whose sale of such items constitutes twenty percent (20%) or less of their gross revenue (as measured on a monthly basis), or (ii) full-service restaurants that take customers' orders at their table and deliver food to their table.

This exclusive shall not apply to the Premises occupied by SARASOTA SEVEN BURGERS, LLC, a Florida limited liability company, or its successors and/or assigns, as tenant under a lease.

2. Dunkin'

During the term of RADIANT F&B, LLC, a Florida limited liability company ("Tenant"), or its successors and/or assigns, occupancy as a tenant of Lot 4, no portion of Lot 4 shall be used for the operation of or to sell donuts and coffee for consumption on or off the Premises ("Exclusive Use"). Tenant's Exclusive Use shall not preclude (i) tenants whose sale of such items constitutes thirty percent (30%) or less of their gross revenue (as measured on a monthly basis), or (ii) full-service restaurants of at least 4,000 square feet that take customers' orders at their table and deliver food to their table.

This exclusive shall not apply to the Premises occupied by RADIANT F&B, LLC, a Florida limited liability company, or its successors and/or assigns, as tenant under a lease.

3. Liberty Health

During the term of AYR WELLNESS INC. ("Tenant"), or its successors and/or assigns, occupancy as a tenant of Lot 3, Landlord will not permit any other premises in Lot 3 or any other property owned or controlled by Landlord or an affiliate located within one mile of Lot 3 to be used for the lawful operation of a dispensary for the retail sale of cannabis products for medicinal use, and the sale of accessories and paraphernalia related thereto and such other items and merchandise customarily sold by Tenant in Tenant's other retail locations.

This exclusive shall not apply to the Premises occupied by AYR WELLNESS INC., or its successors and/or assigns, as tenant under a lease.

4. Fire House Subs

During the term of FRG OF FLORIDA, LLC, a Florida limited liability company ("Tenant"), or its successors and/or assigns, occupancy as a tenant of Lot 4, no portion of Lot 4 shall be used for the operation of or to sell sandwiches and submarine style sandwiches consistent with Tenant's franchisor's business model for consumption on or off the Premises ("Exclusive Use"). Tenant's Exclusive Use does not preclude (i) other tenants whose sale of such items constitutes twenty percent (20%) or less of their gross revenue (as measured on a monthly basis), or (ii) full-service restaurants of at least 4,000 square feet that take customers' orders at their table and deliver food to their table.

This exclusive shall not apply to the Premises occupied by FRG OF FLORIDA, LLC, a Florida limited liability company, or its successors and/or assigns, as tenant under a lease.

5. Take 5

During the term of P5 ORLANDO, LLC, a Florida limited liability company ("Tenant"), or its successors and/or assigns, occupancy as tenant of Lot 3, Landlord will not permit any other premises in Lot 3 or any other property owned or controlled by Landlord or any of Landlord's owners, members, managers or affiliated entities or any of Landlord's successors within a radius of one (1) mile of the Leased Premises (the "Radius") subject to the following restrictions for the benefit of Tenant and the Leased Premises and to include such restriction in all leases or sales of the land within the Radius; namely, (i) that for so long as any portion of the Leased Premises is used for the operation of a Take 5 Oil Change Center, no part of such land shall be leased or used for the operation of a quick-service oil change retail establishment ("Tenant's Exclusive"). Tenant's Exclusive shall not apply to any tenant within the Radius with a lease in existence prior to the Effective Date of the Lease provided that in the event that Landlord has contractual discretion to deny any request for a change in permitted use by a current tenant or their proposed sublessee or assignee which would otherwise violate Tenant's exclusive, then Landlord agrees to exercise its discretion to deny such request.

This exclusive shall not apply to the Premises occupied by P5 ORLANDO, LLC, a Florida limited liability company, or its successors and/or assigns, as tenant under a lease.

6. Radiant Car Wash

For so long as Lot 2 is being used as a car wash, no portion of the Property (as defined in this Declaration) shall be used for the operation of a car wash. This exclusive shall not apply to Lot 2 for so long as Lot 2 is being used as a car wash.

Restrictions of use on the Property:

No portion of the Property shall be used for the operation of any of the following:

- (a) Any video arcade, except as an incidental part of another use;

(b) Any adult bookstore or establishment selling or exhibiting "obscene" material, except that this restriction shall not preclude the sale or rental of adult books or videos as an incidental (less than ten percent (10%) of gross sales) part of the business of a bona fide book or video sale or rental store (or book or video department of a store);

(c) Any automobile, truck, trailer, boat or recreational vehicle sales, rental, leasing, display, repair or service facility, including without limitation any truck and trailer leasing facility, any automotive paint and body repair shop, any automotive upholstery shop, and any light automotive repair shop;

(d) intentionally deleted;

(e) Any billiard or pool hall as a primary use;

(f) Any bus station or bus stop;

(g) Any fraternity house or sorority house;

(h) Any rooming house, boarding house, extended stay facility, or addiction recovery facility;

(i) Any adult entertainment business, including without limitation any business which exhibits either live or by other means to any degree, nude or partially clothed dancers;

(j) intentionally deleted;

(k) Any nightclub, dance hall, bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business, except that any such establishment will be permitted inside a hotel operation provided that it is an integral part of the hotel operation;

(l) Any live performance theater;

(m) Any tattoo parlor or massage parlor (excluding any "day spa" or first class health club or spa operation offering professional massage services).

(n) Any animal raising facility or facility providing veterinary or animal boarding services;

(o) Any mortuary or funeral home;

(p) intentionally deleted;

(r) Any laundry or dry cleaning plant or laundromat, except (i) any establishment which receives and dispenses items for laundering and/or dry cleaning but the processing of which such items is done elsewhere, or (ii) any central laundry facility used solely to service the occupants of any hotel, apartment building, assisted living facility or other residential facility, which facility consists solely of washing machines and clothes dryers and does not perform on-site dry cleaning operations;

(s) Any gambling facility or operation, including but not limited to an off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices except as an incidental part of the business operation being conducted by an Occupant; or a bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government-sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by an Occupant;

(t) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, that this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance;

(u) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to (i) dumpsters for the temporary storage of garbage or (ii) any garbage compactors located near the rear of any building which in each case are regularly emptied so as to minimize offensive odors;

(v) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(w) Any pawn shop, consignment shop, or flea market;

(x) Any retailer selling firearms or any shooting gallery or gun range;

(y) Any liquor store;

(z) Any establishment providing payday or title loans;

(aa) Any establishment providing bail bonding services;

(bb) Any temporary employment agency or labor pooling facility;

(cc) Any DUI school or other school or training facility for legal offenders;

(dd) Any governmental office visited by members of the general public for the purpose of paying fines or fees, procuring licenses or other documents (but not including any military recruitment office;

(ee) Any church or other place of worship;

(ff) Any landscaping business or outdoor storage facility;

(gg) Any movie theater;

(hh) Any use which creates a nuisance to others, such as but not limited to, vibration, sound, electro-mechanical disturbance or radiation, electromagnetic disturbance or radiation, air or water pollution, dust, the emission of odorous or toxic matter, or the emission of other matter the emission of which constitutes a nuisance; provided, however, that this prohibition shall not prohibit any outdoor paging system used by a restaurant at a reasonable volume, the playing of music at a reasonable volume in the outdoor seating area of any restaurant, or the reasonable emanation of cooking odors from any restaurant; or

(ii) The violation of any governmental requirement of any governmental authority having jurisdiction over the Property.

EXHIBIT "E"**PRO RATA SHARE ALLOCATION BY LOT**

LOT NUMBER	ACRES	PRO RATA SHARE	
LOT 1	4.092	48.60%	
LOT 2	1.411	16.80%	
LOT 3	1.339	15.90%	
LOT 4	0.870	10.30%	
LOT 5	0.703	8.30%	
TOTAL	<u>8.414</u>	TOTAL	100%

EXHIBIT "F"**MONUMENT/PYLON SIGNS PANEL ALLOCATION BY LOT**

LOT NUMBER	NUMBER OF SIGN PANELS PER MONUMENT/PYLON SIGN
LOT 1	1
LOT 2	1
LOT 3	4
LOT 4	2
LOT 5	1

**PROPOSED UPDATED DECLARATIONS OF
EASEMENTS, COVENANTS AND RESTRICTIONS**

(REQUIRES COUNCIL APPROVAL)

Prepared by and Return to:
Arnall Golden Gregory LLP
Attn: Wesley C. Turner
171 17th Street, Suite 2100
Atlanta, Georgia 30363

Cross Reference with Instrument
recorded in Official Records Book
10719, Page 2581, Pasco County,
Florida Records

**FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this “**Amendment**”) is made as of the 31 day of May, 2023 (the “**Effective Date**”), by WLN ZEPHYRHILLS, LLC, a Florida limited liability company (the “**Developer**”) and GENTANO QOF, LLC, a Florida limited liability company (“**Lot 2 Owner**”).

W I T N E S S E T H:

WHEREAS, Developer, as Declarant, entered into that certain Declaration of Easements, Covenants and Restrictions recorded November 7, 2022 in Official Records Book 10719, Page 2581, of the Pasco County, Florida Records (the “**Declaration**”);

WHEREAS, following the recordation of the Declaration, Lot 2 Owner acquired Lot 2 from Developer;

WHEREAS, Developer currently owns Lots 1, 3, 4, and 5 of the Development and, following the Effective Date, will sell Lot 1 to ESS-FLAGSHIP ZEPHYRHILLS FL SUB, LLC, a Delaware limited liability company;

WHEREAS, Section 9.6 of the Declaration provides that the Declaration may be amended with the written consent of all record Owners of the Property, as such terms are defined in the Declaration; and

WHEREAS, Developer and Lot 2 Owner, as the sole parties required to amend the Declaration pursuant to Section 9.6 thereof, desire to amend the Declaration as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the benefits to be derived from the execution of this Amendment, the Owners hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Declaration.

2. Amendments to Declaration.

(a) *Section 1.3.* Section 1.3 of the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with the following:

“1.3 The term “**Declarant**” shall initially mean Developer, in its capacity as Declarant under this Declaration. Notwithstanding the foregoing, immediately upon the sale of the last Lot owned by Developer, the term “**Declarant**” shall mean the Owner of Lot 1 and its successors and assigns in its capacity as Declarant under this Declaration. Upon the sale of the last Lot owned by Developer, Developer shall record an assignment of Declarant’s rights to evidence the assignment of Developer’s rights as Declarant to the Owner of Lot 1 if requested by the Owner of Lot 1.”

(b) *Section 2.2.* Section 2.2 of the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with the following:

“2.2 No Parking Easement. Nothing contained in this Declaration shall be construed to create or convey (or be deemed to create or convey) by any Owner of a Lot to any other Owner of a Lot any right, license or easement for parking on any other Owner’s Lot, as each Owner’s Lot shall be limited to the parking needs of each respective Owner only, as well as its tenants, employees, customers, guests, invitees, licensees, agents, contractors and vendors. Each Owner is responsible for satisfying its own parking requirements within its Lot and nothing herein shall be construed to permit cross-parking or parking rights on the Shared Driveways within the Development.”

(c) *Section 3.5.* Section 3.5 of the Declaration is hereby amended by deleting the reference to “mariner” in the second line of Section 3.5 and replacing the same with “manner”.

(d) *Section 4.3(f).* The Declaration is hereby amended by adding a new Section 4.3(f) as follows:

“4.3(f) Restricted Areas and Gates on Lot 1. For so long as Lot 1 is being used as a Self-Service Storage Facility (as defined in Exhibit “D” attached hereto), the Owner of Lot 1 may restrict access to those certain areas on Lot 1 specifically identified on Exhibit “G” attached hereto and incorporated herein by reference as the “*Restricted Areas*” (the “**Restricted Areas**”). The Owner of Lot 1 may install gates in the locations shown on Exhibit “G” for the Restricted Areas, but shall allow the Declarant and all emergency personnel, police, fire, maintenance, local government authorities, and or other similar parties to access the Restricted Areas as necessary for maintenance, patrol, or emergency purposes.”

(e) *Section 5.2.* Section 5.2 of the Declaration is hereby amended by deleting the term “awning” as previously referenced therein.

(f) *Section 9.11.* Section 9.11 of the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with the following:

“9.11 Disputes. In the event any dispute, claim or controversy arises out of or in connection with this Declaration, the Owners in dispute must first attempt to negotiate, in good faith, to resolve such dispute, claim or controversy. In the event those Owners are unable to reach a resolution in accordance with the foregoing, then any Owner or its tenant shall have the right to enforce, by any proceeding at law or in equity, all of the easements, restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said easements, restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such easements, restrictions, conditions and covenants, and the Declarant assumes no responsibility or liability for its failure to enforce said easements, restrictive covenants and conditions. The prevailing party in any legal proceeding brought to enforce the provisions of this Declaration shall be entitled to recover reimbursement for reasonable attorneys’ fees, expenses and costs incurred in such legal proceeding. Florida law shall govern the validity, enforcement and interpretation of this Declaration. The exclusive venue of any action to enforce or interpret this Declaration shall be in the Circuit Court of Pasco County, Florida.”

(g) *Section 6.3.* The Declaration is hereby amended by adding a new *Section 6.3* as follows:

“6.3 *Self-Insurance.* The Owner of a Lot shall have the right to satisfy any or all of its property insurance obligations under Section 6.1 relating to property damage by means of self-insurance, but only so long as: (i) the Owner of a Lot shall have a tangible net worth of at least \$250,000,000 (multiplied by the then-applicable inflation adjustment); (ii) the Owner of a Lot shall provide the Declarant, upon request, satisfactory certified financial statements showing the required tangible net worth; (iii) the Owner of a Lot, upon request by the Declarant, will provide an updated financial statement showing the required tangible net worth; and (iv) such self-insurance provides for loss reserves which are actuarially derived in accordance with accepted standards of the insurance industry and accrued or otherwise funded. The Declarant shall have the right and authority to adjust such minimum tangible net worth amount from time to time to a level that the Declarant deems to be commercially reasonable. The Owner of a Lot shall indemnify, defend and hold harmless the Declarant, the Developer, and other Owners, for, from and against any and all any and all claims, liabilities, suits and other legal proceedings, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and all court costs and other expenses and costs of enforcing this indemnity obligation) that would have been covered by the insurance policies otherwise required to be maintained pursuant to Article VI.”

(h) *Section 9.13.* Section 9.13 of the Declaration is hereby amended by deleting the reference to “ten (10) days” and inserting “ten (10) business days” in lieu thereof.

(i) *Section 9.14(b)*. Section 9.14(b) of the Declaration is hereby amended by deleting the last sentence of Section 9.14(b).

(j) *Exhibit "A"*. Exhibit "A" to the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with *Exhibit "A"* attached hereto and incorporated herein by reference.

(k) *Exhibit "B"*. Exhibit "B" to the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with *Exhibit "B"* attached hereto and incorporated herein by reference.

(l) *Exhibit "C"*. Exhibit "C" to the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with *Exhibit "C"* attached hereto and incorporated herein by reference.

(m) *Exhibit "D"*. Exhibit "D" to the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with *Exhibit "D"* attached hereto and incorporated herein by reference.

(n) *Exhibit "F"*. Exhibit "F" to the Declaration is hereby deleted in its entirety and in lieu thereof, replaced with *Exhibit "E"* attached hereto and incorporated herein by reference.

(o) *Exhibit "G"*. The Declaration is hereby amended by adding *Exhibit "F"* attached hereto and incorporated herein by reference as Exhibit "G" to the Declaration.

6. Amendment. Except as amended herein, the Declaration shall otherwise remain in full force and effect.

7. Counterparts. This Amendment may be executed in one or more counterparts and as so executed shall constitute a single instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owners hereby execute this Amendment under seal as of the date first above written.

DEVELOPER:

Signed in the presence of:

Cater Mize Jr.
Witness
Print Name: Cater Mize Jr.

Susan Warner
Witness
Print Name: Susan Warner

WLN ZEPHYRHILLS, LLC,
a Florida limited liability company

By: Wilson Development Group, LLC,
a Georgia limited liability company,
its Manager

By: Greip, LLC,
a Georgia limited liability company,
its Manager

By: Matthew D. Wilson
Name: Matthew D. Wilson
Title: Manager

STATE OF Georgia

COUNTY OF Fulton

I HEREBY CERTIFY that on this 3rd of May, 2023, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Matthew D. Wilson, as the Manager of Greip, LLC, a Georgia limited liability company, the Manager of Wilson Development Group, LLC, the Manager of WLN ZEPHYRHILLS, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ has produced _____ as identification.

{Notary Seal must be affixed}

Elizabeth D'Aversa
Signature of Notary
Elizabeth D'Aversa

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): n/a

My Commission Expires (if not legible on seal): July 21, 2026



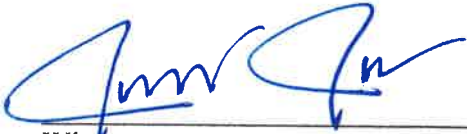
[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

LOT 2 OWNER:

Signed in the presence of:

GENTANO QOF, LLC,
a Florida limited liability company



Witness

Print Name: Jonathan P. Jennewein

By:



Francis D. Capitano
Manager

Witness

Print Name: Allison Reed

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, on this 25th day of May, 2023, by Francis D. Capitano, as the Manager of GENTANO QOF, LLC, a Florida limited liability company, on behalf of said company who is ☒ personally known to me or ☐ who has produced _____ as identification.

{Notary Seal must be affixed}


Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____



[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

CONSENT AND SUBORDINATION OF LENDER

The undersigned, GUARANTY BANK, a Missouri chartered bank (“**Lender**”), is the holder of that certain Mortgage, Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement dated October 29, 2020, made by WLN ZEPHYRHILLS, LLC, a Florida limited liability company (“**Borrower**”), in favor of Lender, recorded in Book 10212, Page 107, Pasco County, Florida records, as modified by that certain Partial Release of Mortgage, Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement dated November 8, 2022, and recorded in Book 10729, Page 2993, Instrument No. 2022251260, aforesaid records, and by that certain Partial Release of Mortgage, Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement dated December 15, 2022, and recorded in Book 10789, Page 3190, Instrument No. 2023054112, aforesaid records (collectively, the “**Mortgage**”; the Mortgage and any other documents related thereto are hereinafter referred to, collectively, as the “**Loan Documents**”). The Mortgage encumbers Lots 1, 4 and 5 of the Development (as defined in the Declaration). Lender hereby consents to the execution and recording of the foregoing First Amendment to Declaration of Easements, Covenants and Restrictions (the “**First Amendment**”), consents to the terms and provisions contained in the First Amendment, and agrees that the Mortgage and the Loan Documents are subject and subordinate to the First Amendment; provided, however, that the execution by Lender of this Consent and Subordination of Lender shall not be deemed to diminish, impair, limit, repudiate or forgive any obligation of Borrower under the Mortgage or the Loan Documents, and Borrower shall remain liable for the faithful performance of all obligations thereunder.

Signature Page Follows

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed under seal by its duly authorized officer as of the 26th day of APRIL, 2023.

Signed, sealed and delivered
in the presence of:

Guaranty Bank,
a Missouri chartered bank

[Signature]
Witness #1 Signature

TRAVIS BEAZLEY
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Bryan Jones
Witness #2 Printed Name

By: [Signature]
Name: MIKE MCGOLDRICK
Title: SENIOR VICE PRESIDENT

STATE OF Missouri)
)ss.
COUNTY OF Greene)

I HEREBY CERTIFY that on this 26th of April, 2023, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Mike McGoldrick, as the Senior Vice President of Guaranty Bank, a Missouri chartered bank, who is ☒ personally known to me or ☐ has produced _____ as identification..

[Notary Seal]

My commission expires: 10-11-2026

[Signature]
NOTARY PUBLIC
Printed Name: DARCY M BARNHART



CONSENT AND SUBORDINATION OF LENDER

The undersigned, THE JEFFERSON BANK ("**Lender**"), is the holder of that certain Mortgage dated November 2, 2022, made by WLN ZEPHYRHILLS, LLC, a Florida limited liability company ("**Borrower**"), in favor of Lender, recorded in Book 10721, Page 145, Instrument No. 2022240269, Pasco County, Florida records, as modified by that certain Modification of Mortgage and Partial Release date November 15, 2022, and recorded in Book 10726, Page 2804, Instrument No. 2022247710, aforesaid records (collectively, the "**Mortgage**"; the Mortgage and any other documents related thereto are hereinafter referred to, collectively, as the "**Loan Documents**"). The Mortgage encumbers Lot 3 of the Development (as defined in the Declaration). Lender hereby consents to the execution and recording of the foregoing First Amendment to Declaration of Easements, Covenants and Restrictions (the "**First Amendment**"), consents to the terms and provisions contained in the First Amendment, and agrees that the Mortgage and the Loan Documents are subject and subordinate to the First Amendment; provided, however, that the execution by Lender of this Consent and Subordination of Lender shall not be deemed to diminish, impair, limit, repudiate or forgive any obligation of Borrower under the Mortgage or the Loan Documents, and Borrower shall remain liable for the faithful performance of all obligations thereunder.

Signature Page Follows

CONSENT AND SUBORDINATION OF LENDER

The undersigned, VALLEY NATIONAL BANK, a national banking association ("**Lender**"), is the holder of that certain Mortgage, Security Agreement and Fixture Filing dated December 13, 2022, made by GENTANO QOF, LLC, a Florida limited liability company ("**Borrower**"), in favor of Lender, recorded in Official Records Book 10739, at Page 2159, of the Public Records of Pasco County, Florida (collectively, the "**Mortgage**"; the Mortgage and any other documents related thereto are hereinafter referred to, collectively, as the "**Loan Documents**"). The Mortgage encumbers Lot 2 of the Development (as defined in the Declaration). Lender hereby consents to the execution and recording of the foregoing First Amendment to Declaration of Easements, Covenants and Restrictions (the "**First Amendment**"), consents to the terms and provisions contained in the First Amendment, and agrees that the Mortgage and the Loan Documents are subject and subordinate to the First Amendment; provided, however, that the execution by Lender of this Consent and Subordination of Lender shall not be deemed to diminish, impair, limit, repudiate or forgive any obligation of Borrower under the Mortgage or the Loan Documents, and Borrower shall remain liable for the faithful performance of all obligations thereunder.

Signature Page Follows

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed under seal by its duly authorized officer as of the 26 day of May, 2023.

Signed, sealed and delivered
in the presence of:

VALLEY NATIONAL BANK,
a national banking association

[Signature]
Witness #1 Signature

By: [Signature]
Name: Trey Kohn
Title: FSVP
First Sr. Vice President

Lon Hillier
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Helen M. Dion
Witness #2 Printed Name

STATE OF FLORIDA)
)ss.
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this 26 of May, 2023, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, TREY KOHN, as the FSVP* of VALLEY NATIONAL BANK, a national banking association, who is ☒ personally known to me or ☐ has produced _____ as identification.. *First Sr. Vice President

[Notary Seal]



[Signature]
NOTARY PUBLIC

Printed Name: Caryl McGarr

My commission expires: _____

EXHIBIT "A" to First Amendment

EXHIBIT "A"

PROPERTY

Lots 1, 2, 3, 4, and 5 of the Market at Zephyrhills subdivision as shown on that certain Final Plat for Market at Zephyrhills, filed for record on October 28, 2022, and recorded in Plat Book 90, Page 96, Pasco County, Florida records, said plat incorporated herein by this reference.

EXHIBIT "B" to First Amendment

EXHIBIT "B"

LEGAL DESCRIPTION OF LOTS

LOT ONE:

Lot 1 of the Market at Zephyrhills recorded in Plat Book 90, Page 96, of the Public Records of Pasco County, Florida.

LOT TWO:

Lot 2 of the Market at Zephyrhills recorded in Plat Book 90, Page 96, of the Public Records of Pasco County, Florida.

LOT THREE:

Lot 3 of the Market at Zephyrhills recorded in Plat Book 90, Page 96, of the Public Records of Pasco County, Florida.

LOT FOUR:

Lot 4 of the Market at Zephyrhills recorded in Plat Book 90, Page 96, of the Public Records of Pasco County, Florida.

LOT FIVE:

Lot 5 of the Market at Zephyrhills recorded in Plat Book 90, Page 96, of the Public Records of Pasco County, Florida.

EXHIBIT "D" to First Amendment

EXHIBIT "D"

EXCLUSIVES & RESTRICTIONS

Exclusives:

1. Take 5

During the term of P5 ORLANDO, LLC, a Florida limited liability company ("Tenant"), or its successors and/or assigns, occupancy as tenant of Lot 3, Landlord will not permit any other premises in Lot 3 or any other property owned or controlled by Landlord or any of Landlord's owners, members, managers or affiliated entities or any of Landlord's successors within a radius of one (1) mile of the Leased Premises (the "Radius") subject to the following restrictions for the benefit of Tenant and the Leased Premises and to include such restriction in all leases or sales of the land within the Radius; namely, (i) that for so long as any portion of the Leased Premises is used for the operation of a Take 5 Oil Change Center, no part of such land shall be leased or used for the operation of a quick-service oil change retail establishment ("Tenant's Exclusive"). Tenant's Exclusive shall not apply to any tenant within the Radius with a lease in existence prior to the Effective Date of the Lease provided that in the event that Landlord has contractual discretion to deny any request for a change in permitted use by a current tenant or their proposed sublessee or assignee which would otherwise violate Tenant's exclusive, then Landlord agrees to exercise its discretion to deny such request.

This exclusive shall not apply to the Premises occupied by P5 ORLANDO, LLC, a Florida limited liability company, or its successors and/or assigns, as tenant under a lease.

2. Radiant Car Wash

For so long as Lot 2 is being used as a car wash, no portion of the Property (as defined in this Declaration) shall be used for the operation of a car wash or any other business providing for cleaning or detailing of motor vehicles. This exclusive shall not apply to Lot 2 for so long as Lot 2 is being used as a car wash.

3. Extra Space Storage

For so long as Lot 1 is being used as a Self-Service Storage Facility (as defined below), no portion of the Property (as defined in the Declaration) other than Lot 1 shall be used as a Self-Service Storage Facility. The term "**Self-Service Storage Facility**", as herein, shall mean any real property designed and used (i) for the purpose of renting or leasing individual storage space to tenants who have access to such space for the purpose of storing and removing personal property, or (ii) for the purpose of renting or leasing parking or similar spaces for the storage, parking, or stationing of boats, cars, trucks, or other vehicles, or (iii) for any uses directly related to the uses described in subsection (i) or (ii) above. If Lot 1 ceases to be used as a Self-Service Storage Facility, this exclusive shall no longer apply.

Restrictions of use on the Property:

No portion of the Property shall be used for the operation of any of the following:

- (a) Any video arcade, except as an incidental part of another use;
- (b) Any adult bookstore or establishment selling or exhibiting "obscene" material, except that this restriction shall not preclude the sale or rental of adult books or videos as an incidental (less than ten percent (10%) of gross sales) part of the business of a bona fide book or video sale or rental store (or book or video department of a store);
- (c) Any automobile, truck, trailer, boat or recreational vehicle sales, rental, leasing, display, repair or service facility, including without limitation any truck and trailer leasing facility, any automotive paint and body repair shop, any automotive upholstery shop, and any light automotive repair shop;
- (d) intentionally deleted;
- (e) Any billiard or pool hall as a primary use;
- (f) Any bus station or bus stop;
- (g) Any fraternity house or sorority house;
- (h) Any rooming house, boarding house, extended stay facility, or addiction recovery facility;
- (i) Any adult entertainment business, including without limitation any business which exhibits either live or by other means to any degree, nude or partially clothed dancers;
- (j) intentionally deleted;
- (k) Any nightclub, dance hall, bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business, except that any such establishment will be permitted inside a hotel operation provided that it is an integral part of the hotel operation;
- (l) Any live performance theater;
- (m) Any tattoo parlor or massage parlor (excluding any "day spa" or first class health club or spa operation offering professional massage services).

(n) Any animal raising facility or facility providing veterinary or animal boarding services;

(o) Any mortuary or funeral home;

(p) intentionally deleted;

(r) Any laundry or dry cleaning plant or laundromat, except (i) any establishment which receives and dispenses items for laundering and/or dry cleaning but the processing of which such items is done elsewhere, or (ii) any central laundry facility used solely to service the occupants of any hotel, apartment building, assisted living facility or other residential facility, which facility consists solely of washing machines and clothes dryers and does not perform on-site dry cleaning operations;

(s) Any gambling facility or operation, including but not limited to an off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices except as an incidental part of the business operation being conducted by an Occupant; or a bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government-sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by an Occupant;

(t) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, that this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance;

(u) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to (i) dumpsters for the temporary storage of garbage or (ii) any garbage compactors located near the rear of any building which in each case are regularly emptied so as to minimize offensive odors;

(v) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(w) Any pawn shop, consignment shop, or flea market;

(x) Any retailer selling firearms or any shooting gallery or gun range;

(y) Any liquor store;

(z) Any establishment providing payday or title loans;

(aa) Any establishment providing bail bonding services;

(bb) Any temporary employment agency or labor pooling facility;

(cc) Any DUI school or other school or training facility for legal offenders;

(dd) Any governmental office visited by members of the general public for the purpose of paying fines or fees, procuring licenses or other documents (but not including any military recruitment office;

(ee) Any church or other place of worship;

(ff) Any landscaping business;

(gg) Any movie theater;

(hh) Any use which creates a nuisance to others, such as but not limited to, vibration, sound, electro-mechanical disturbance or radiation, electromagnetic disturbance or radiation, air or water pollution, dust, the emission of odorous or toxic matter, or the emission of other matter the emission of which constitutes a nuisance; provided, however, that this prohibition shall not prohibit any outdoor paging system used by a restaurant at a reasonable volume, the playing of music at a reasonable volume in the outdoor seating area of any restaurant, or the reasonable emanation of cooking odors from any restaurant; or

(ii) The violation of any governmental requirement of any governmental authority having jurisdiction over the Property.

EXHIBIT "E" to First Amendment

Exhibit "F" to the Declaration is hereby replaced with the following:

EXHIBIT "F"

MONUMENT/PYLON SIGNS PANEL ALLOCATION BY LOT

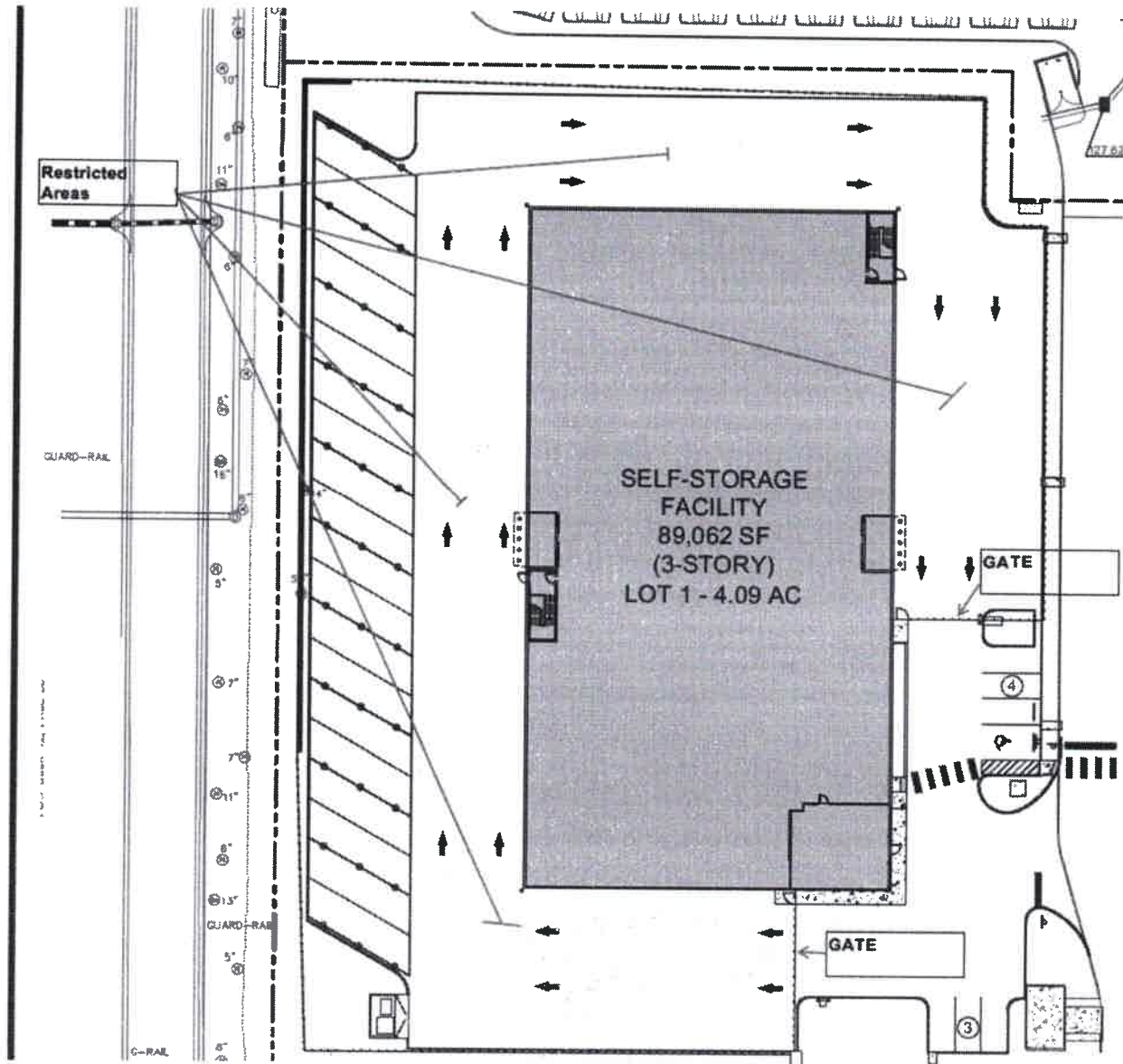
LOT NUMBER	NUMBER OF SIGN PANELS PER MONUMENT/PYLON SIGN
LOT 1	1
LOT 2	1
LOT 3	1
LOT 4	1
LOT 5	1

EXHIBIT "F" to First Amendment

Exhibit "G" below is the new Exhibit "G" to the Declaration

EXHIBIT "G"

Restricted Areas and Gates on Lot 1



MARKET AT ZEPHYRHILLS REPLAT

A REPLAT OF LOTS 1, 2, 3, 4, AND 5 RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

REPLAT OF THE MARKET AT ZEPHYRHILLS PLAT (REQUIRES COUNCIL APPROVAL)

DESCRIPTION:

BEING ALL OF LOTS 1, 2, 3, 4, AND 5, ACCORDING TO THE PLAT MARKET AT ZEPHYRHILLS AS RECORDED IN PLAT BOOK 90, PAGES 96 THROUGH 100 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, S.89°59'18"W., A DISTANCE OF 192.74 FEET TO THE WEST RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 301 (ALSO KNOWN AS GALL BOULEVARD AND STATE ROAD 39) SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 940, DATED NOVEMBER 18TH, 1939; THENCE ALONG SAID WEST RIGHT OF WAY LINE, N.01°08'03"W., A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT OF WAY LINE OF PRETTY POND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 415, PAGE 401, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°59'18"W., A DISTANCE OF 467.70 FEET TO THE EAST LINE OF TRACT 63, OF THE PLAT OF ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PASCO COUNTY; THENCE ALONG SAID EAST LINE, S.00°08'50"W., A DISTANCE OF 10.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN UNNAMED ROAD, AS RECORDED IN AFORESAID PLAT BOOK 1, PAGE 55; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°59'18"W., A DISTANCE OF 124.50 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, ZEPHYRHILLS SUPERCENTER — A REPLAT, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 58 THROUGH 59, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, N.00°08'50"E., A DISTANCE OF 648.07 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE, N.89°59'53"E., A DISTANCE OF 577.93 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.01°08'03"E., A DISTANCE OF 638.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.60 ACRES, MORE OR LESS.

DEDICATION:

WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, (THE "OWNER"), HEREBY STATES AND DECLARES THAT IT IS THE FEE SIMPLE OWNER OF ALL LANDS REFERRED TO AS MARKET AT ZEPHYRHILLS REPLAT AND DESCRIBED IN THE LEGAL DESCRIPTION, WHICH IS A PART OF THIS PLAT, AND MAKES THE FOLLOWING DEDICATIONS.

1. "OWNER" HEREBY RESERVES TRACT "A" (ADDITIONAL RIGHT-OF WAY FOR PRETTY POND ROAD) AS SHOWN AND DEPICTED HEREON TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF ZEPHYRHILLS (THE "CITY") FOR ANY AND ALL PURPOSES INCIDENTAL THERETO.

2. "OWNER" HEREBY GRANTS, CONVEYS AND DEDICATES TO THE PERPETUAL USE OF THE PUBLIC AND THE "CITY" ALL UTILITY IMPROVEMENTS AND FACILITIES TOGETHER WITH ANY NECESSARY EASEMENTS LYING WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT AS "PUBLIC UTILITY EASEMENT," AND FURTHER DOES HEREBY RESERVE UNTO THEMSELVES, THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVES, THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN ALL UTILITY IMPROVEMENTS, OR UTILITIES AND APPURTENANCES LYING WITHIN THE LANDS DEPICTED ON THIS PLAT UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID UTILITY IMPROVEMENTS, FACILITIES, AND APPURTENANCES ARE ASSUMED BY THE "CITY."

3. "OWNER" DOES FURTHER GRANT AND RESERVE UNTO THEMSELVES, ITS SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVES A PERPETUAL EASEMENT OVER AND ACROSS ALL LANDS SHOWN HEREON AS DRAINAGE AND LANDSCAPE AREA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THE DRAINAGE INFRASTRUCTURE, LANDSCAPING AND SECURITY WALLS LYING THEREIN.

4. "OWNER" HEREBY GRANTS, CONVEYS, WARRANTS, AND DEDICATES TO THE "CITY", A NON-EXCLUSIVE FLOW-THROUGH EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH, AND UNDER ALL DRAINAGE EASEMENTS OR COMMONLY OWNED PROPERTY SHOWN ON THIS PLAT. IN THE EVENT THE "OWNER" FAILS TO PROPERLY MAINTAIN ANY DRAINAGE EASEMENTS/FACILITIES PREVENTING THE FREE FLOW OF WATER, THE "CITY" SHALL HAVE THE REASONABLE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS AND ENTER UPON ANY DRAINAGE EASEMENT FOR THE PURPOSE OF PERFORMING MAINTENANCE TO ENSURE THE FREE FLOW OF WATER.

5. "OWNER" DOES FURTHER GRANT AND RESERVE UNTO THEMSELVES, ITS SUCCESSORS AND ASSIGNS, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE CITY, IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY VACATED, VOIDED, OR INVALIDATED TO THE EXTENT CONSISTENT WITH S. 177.085(1).

OWNER: WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

<NAME><TITLE>

WITNESS (SIGN)

WITNESS (PRINT)

WITNESS (SIGN)

WITNESS (PRINT)

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS DAY OF 2023, PERSONALLY APPEARED <NAME>, AS <TITLE> OF WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PLAT NOTES

1. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER 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.

2. THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE PASCO COUNTY PRIMARY HORIZONTAL CONTROL NETWORK AND WERE ESTABLISHED TO THIRD ORDER CLASS I ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC COMMITTEE DATED SEPTEMBER 1984 OR LATEST EDITION". (PCLDC 306.10) THE COORDINATES SHOWN TIED TO NATIONAL GEODETIC SURVEY MONUMENT "T40 167" (PID AL8108).

3. BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT). THE NORTH RIGHT-OF-WAY LINE OF PRETTY POND ROAD, HAVING A GRID BEARING OF S.89°59'18"W.

4. 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 CITY OF ZEPHYRHILLS BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

6. IN ADDITION TO THE EXISTING EASEMENTS AS SHOWN HEREON, THE LANDS WITHIN THIS PLAT ARE SUBJECT TO THE FOLLOWING ENCUMBRANCE, SPECIAL WARRANTY DEED RECORDED 11/06/2020 IN OFFICIAL RECORDS BOOK 10212, PAGE 103, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

PURSUANT TO SECTION 177.081(1), FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A LIMITED REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART I, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNED AND SEALED THIS DAY OF , 2023

PRINTED NAME DAVID G. ARMSTRONG, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 4970

CERTIFICATE OF APPROVAL BY CITY COUNCIL

THIS IS TO CERTIFY THAT ON THIS THE DAY OF , 2023, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA.

LANCE A. SMITH, PRESIDENT

ATTEST:

WILLIAM C. POE, JR., CITY MANAGER

CERTIFICATE OF THE CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ON THIS THE DAY OF , 2023, IN PLAT BOOK , PAGE(S).

NIKKI ALVAREZ-SOWLES ESQ., PASCO COUNTY CLERK & COMPTROLLER

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177, PART I.

SIGNED AND SEALED THIS DAY OF , 2023.

CHARLES M. ARNETT, PSM
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6884
FOR GEOPPOINT SURVEYING, INC.
LICENSE NO. LB7768



213 Hobbs Street
Tampa, Florida 33619
www.gcpointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business Number LB 7768

MARKET AT ZEPHYRHILLS REPLAT

A REPLAT OF LOTS 1, 2, 3, 4, AND 5 RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

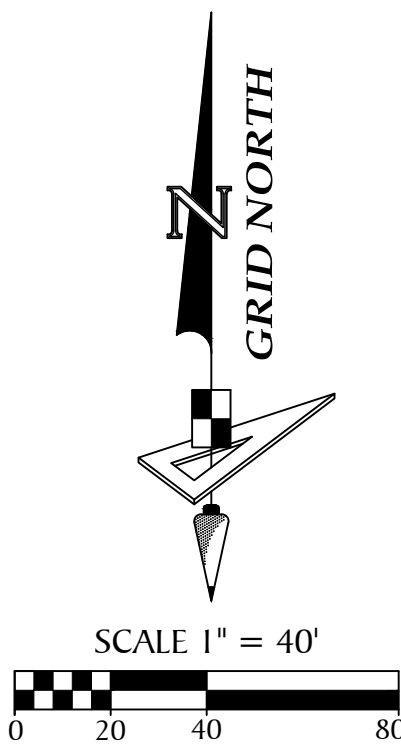
PLAT BOOK PAGE NO.

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 00°08'50" W	10.00'
L2	N 01°08'03" W	25.00'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	40.00'	89°59'57"	62.83'	56.57'	N45°00'02"W
C2	40.00'	90°00'00"	62.83'	56.57'	N45°00'00"E



LEGEND:
□ ----- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LB7768
● ----- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - MAG NAIL AND DISK LB7768
O.R.B. ----- OFFICIAL RECORDS BOOK
PG. ----- PAGE
P.U.E. ----- PUBLIC UTILITY EASEMENT
O.V.A. ----- OVERALL
C.C.R. ----- CERTIFIED CORNER RECORD
AC. ----- ACRES
SQFT. ----- SQUARE FEET

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')

A 1/2 INCH DIAMETER IRON PIPE WITH CAP No. LB7768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091(9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

ZEPHYRHILLS SUPERCENTER - A REPLAT
PLAT BOOK 42, PG. 58
LOT 1

SOUTH LINE OF LOT 1 OF ZEPHYRHILLS SUPERCENTER-A REPLAT
N89°59'53"E 577.93'

LOT 2
(1.411 AC.± - 61,452 SQFT.±)

LOT 3
(0.353 AC.± - 15,367 SQFT.±)

LOT 4
(0.986 AC.± - 42,952 SQFT.±)

LOT 1
(4.092 AC.± - 178,260 SQFT.±)

LOT 1
(4.092 AC.± - 178,260 SQFT.±)

LOT 5
(1.573 AC.± - 68,501 SQFT.±)

POINT OF COMMENCEMENT
NAIL IN CUT-OUT (NO ID)
SOUTHEAST CORNER OF THE
NORTHEAST 1/4 OF SECTION 34
PER C.C.R.#106761

POINT OF BEGINNING
N:1429639.46
E: 595481.96

PRETTY POND ROAD
PUBLIC RIGHT-OF-WAY WIDTH VARIES
PLAT BOOK 1, PG. 55
O.R.B. 415, PG. 401
O.R.B. 411, PG. 21

GeoPoint
Surveying, Inc.

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SHEET 2 OF 5 SHEETS

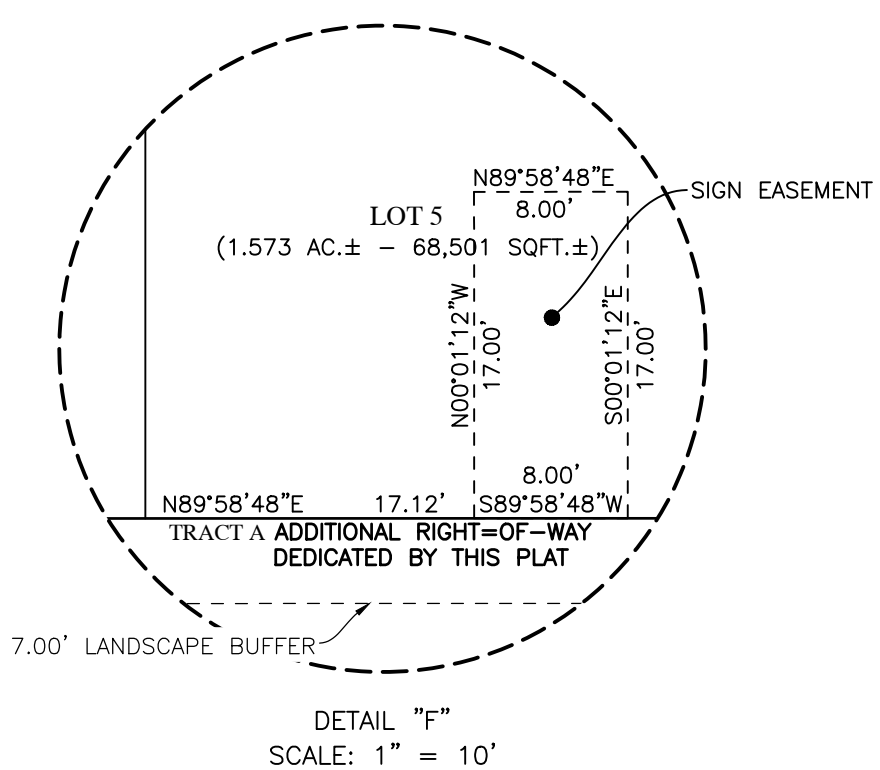
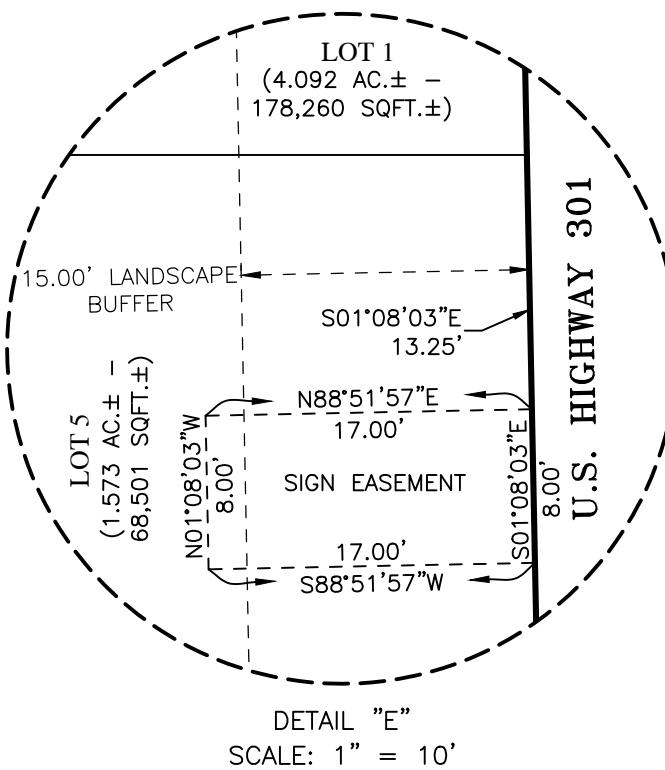
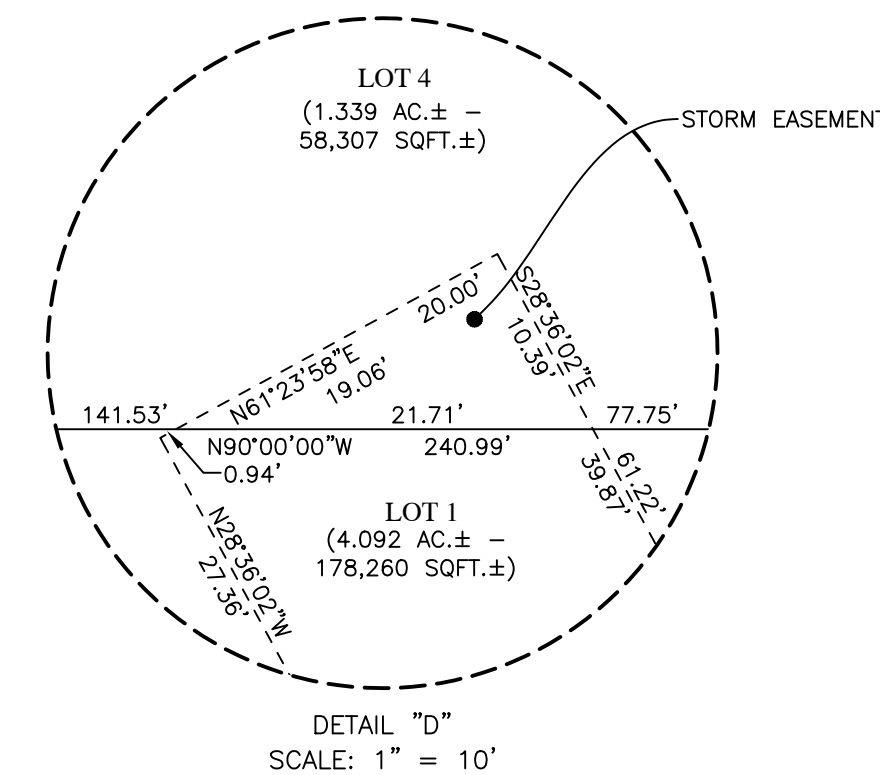
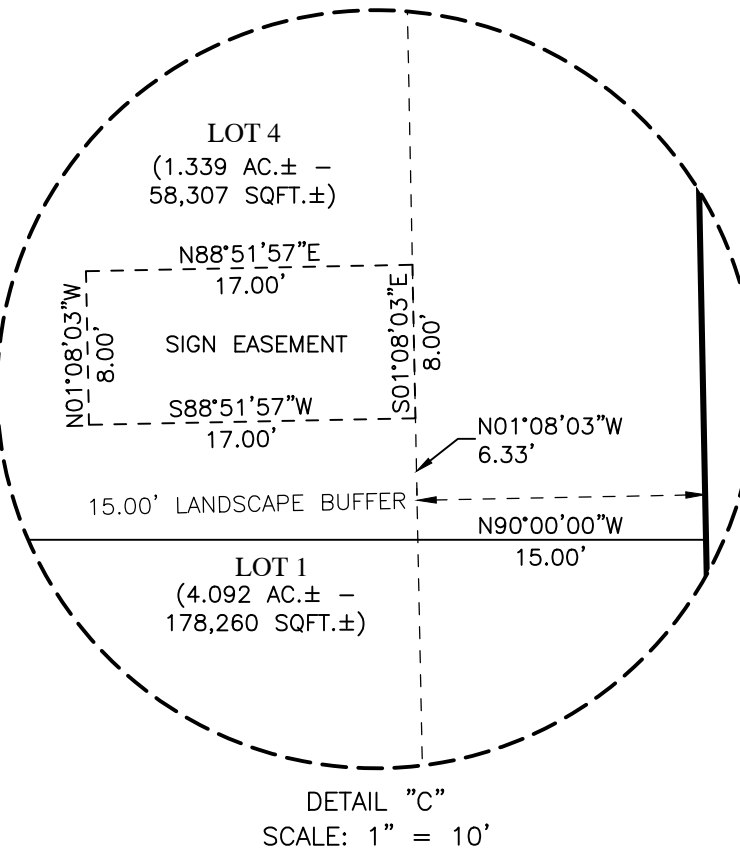
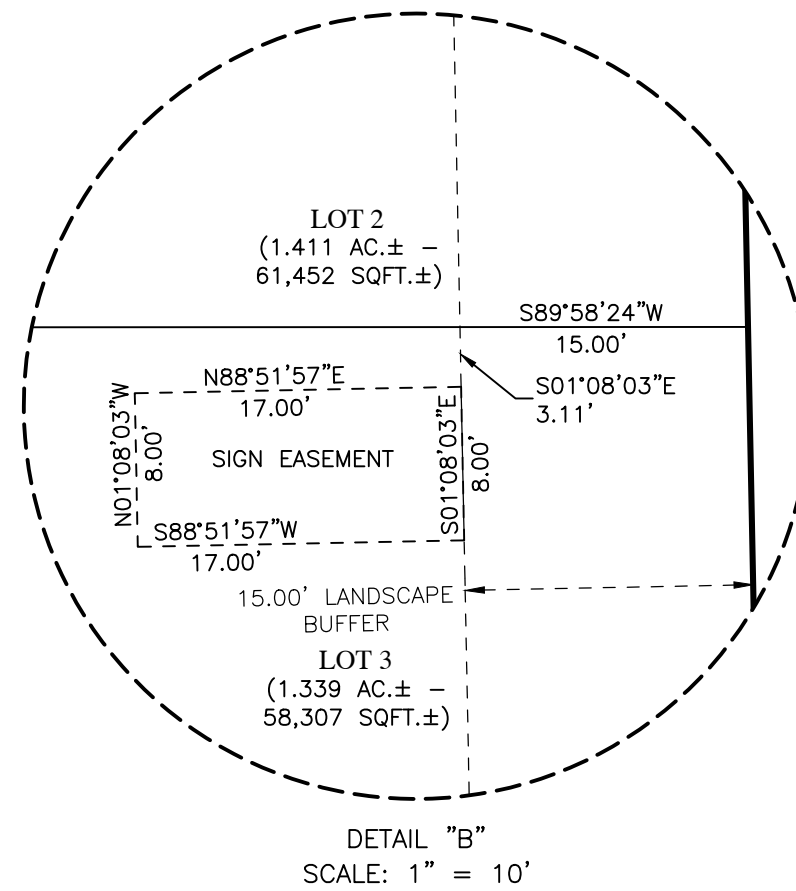
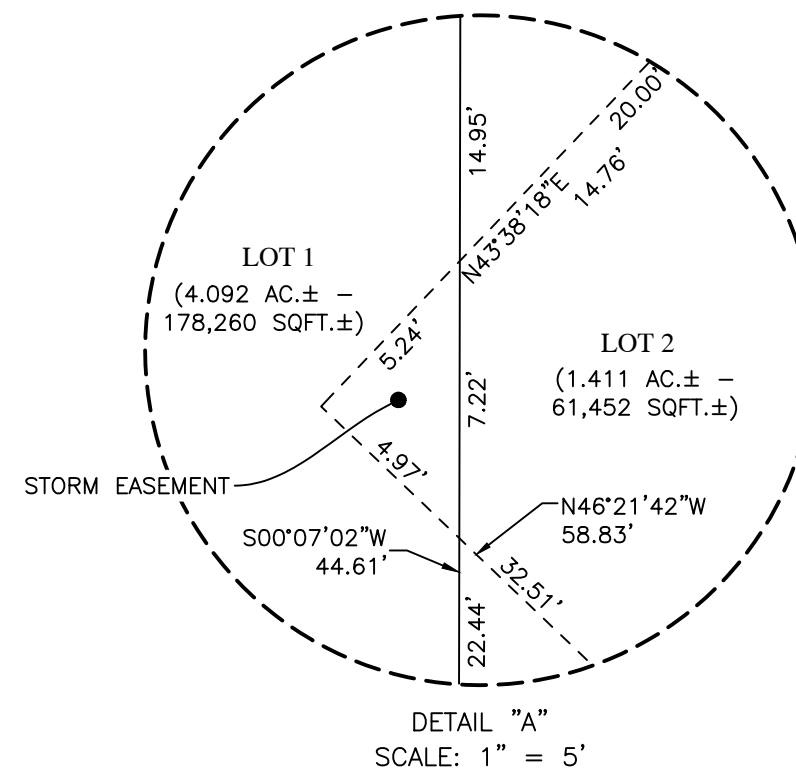
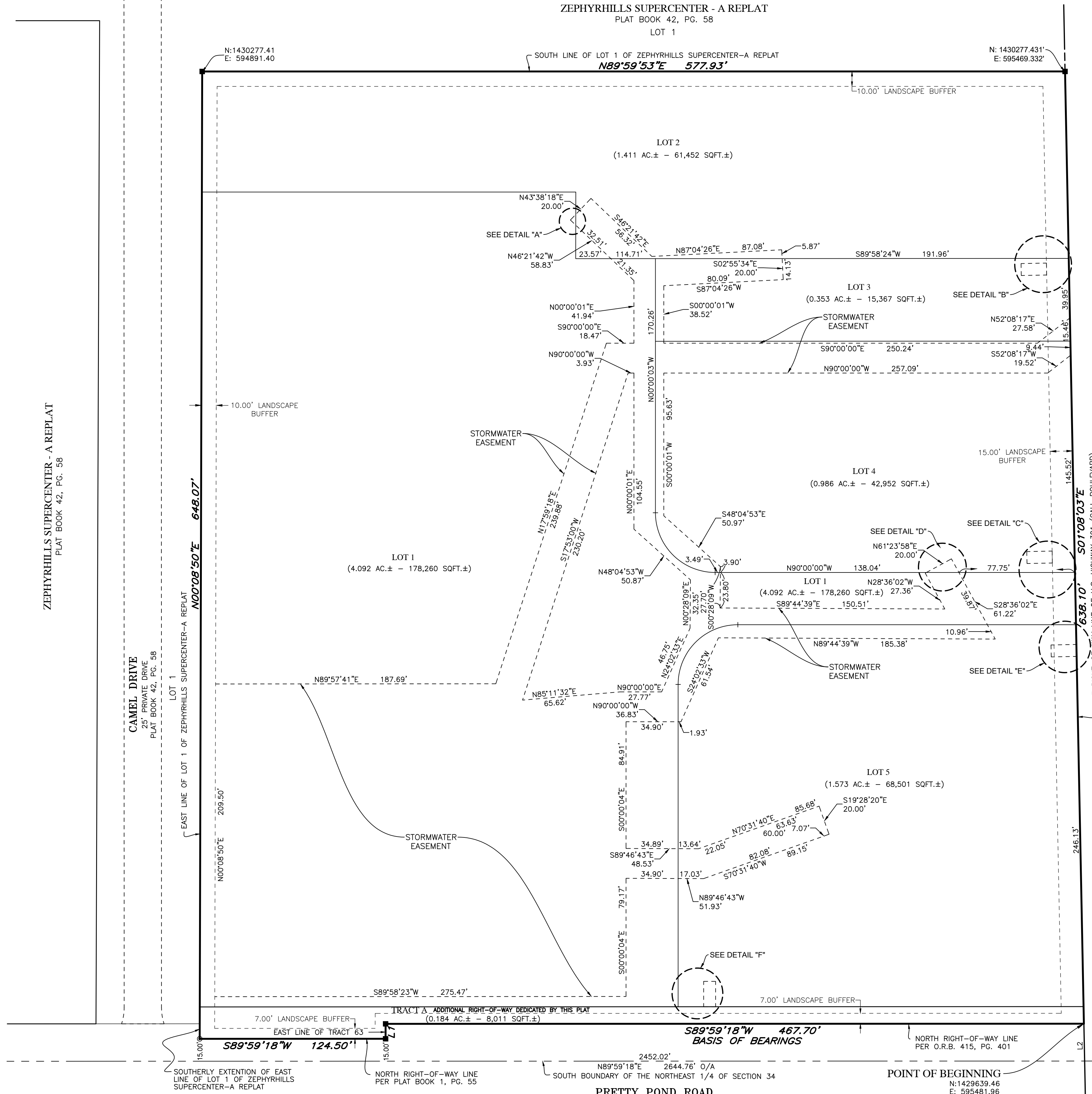
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PLAT BOOK PAGE NO.

ZEPHYRHILLS SUPERCENTER - A REPLAT

PLAT BOOK 42, PG. 58
LOT 1

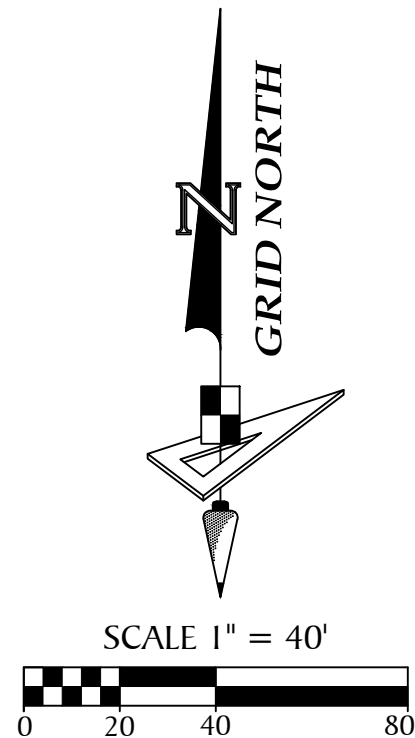


LEGEND:
■ ----- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LB7768
● ----- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - MAG NAIL AND DISK LB7768
O.R.B. ----- OFFICIAL RECORDS BOOK PG. ----- PAGE
P.U.E. ----- PUBLIC UTILITY EASEMENT
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LINE DATA TABLE		
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L1	S 00°08'50" W	10.00'
L2	N 01°08'03" W	25.00'



GeoPoint
Surveying, Inc.

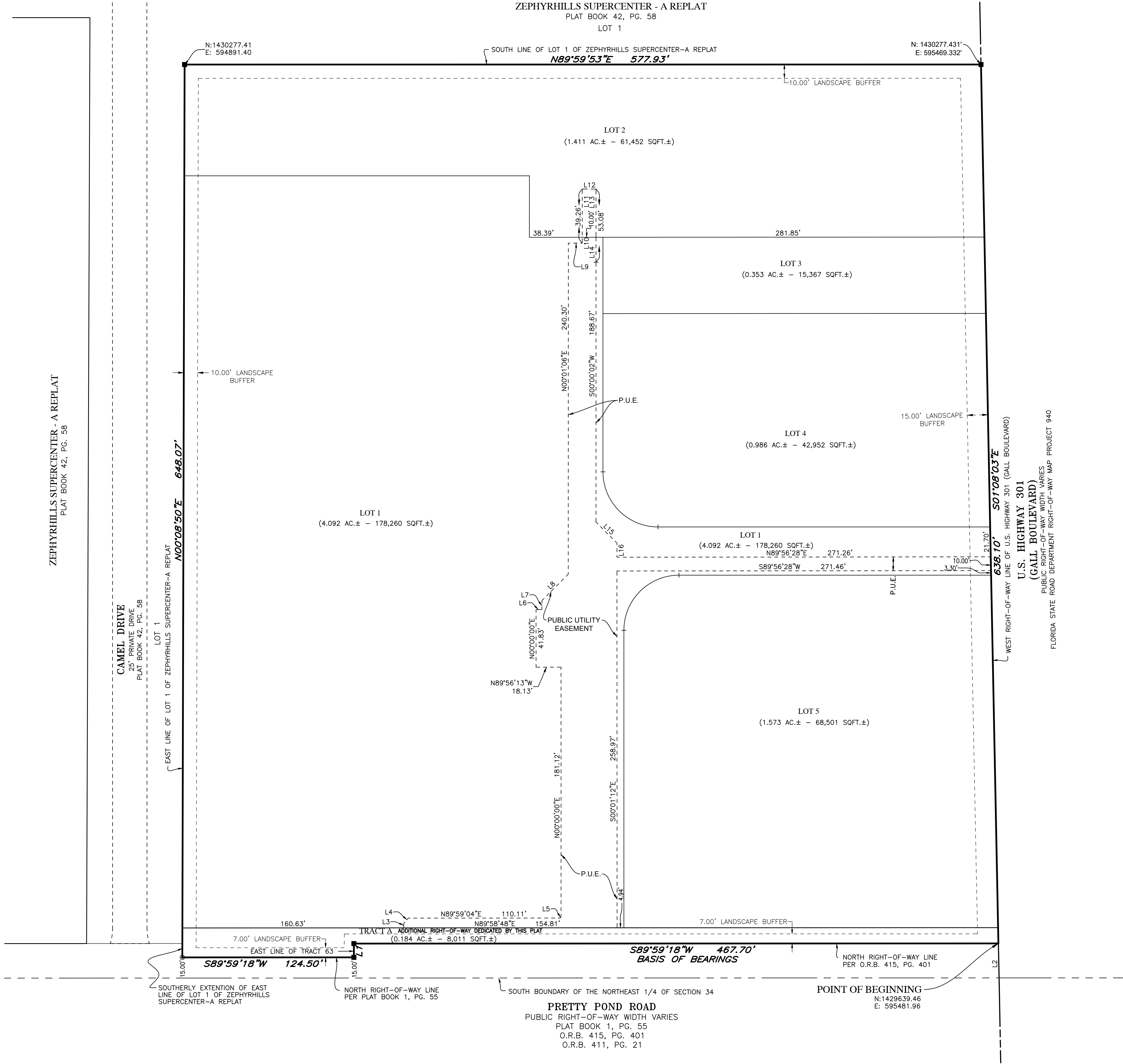
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SHEET 3 OF 5 SHEETS

MARKET AT ZEPHYRHILLS REPLAT

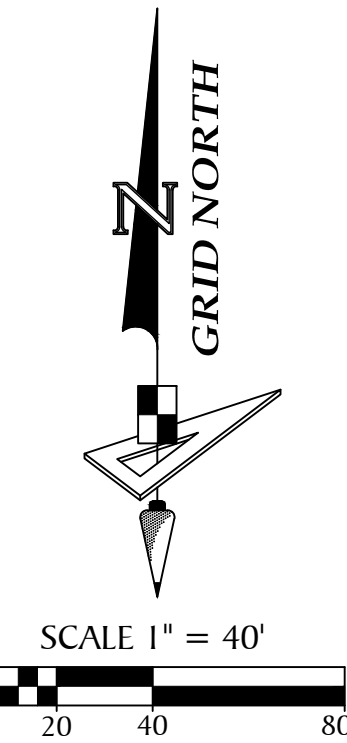
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ZEPHYRHILLS SUPERCENTER - A REPLAT
PLAT BOOK 42, PG. 58
LOT 1



LINE DATA TABLE		
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L1	S 00°08'50" W	10.00'
L2	N 01°08'03" W	25.00'
L3	N 00°01'12" W	3.29'
L4	N 41°11'15" E	5.05'
L5	N 36°28'26" E	1.21'
L6	N 90°00'00" E	4.27'
L7	N 00°00'00" E	6.54'
L8	N 45°00'00" E	27.01'
L9	S 89°58'54" E	10.07'
L10	S 00°00'04" E	4.27'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L11	N 00°00'04" W	34.99'
L12	N 89°59'56" E	10.00'
L13	S 00°00'04" E	34.99'
L14	S 00°00'04" E	18.09'
L15	S 45°00'00" E	21.49'
L16	S 00°01'21" W	10.28'



LEGEND:
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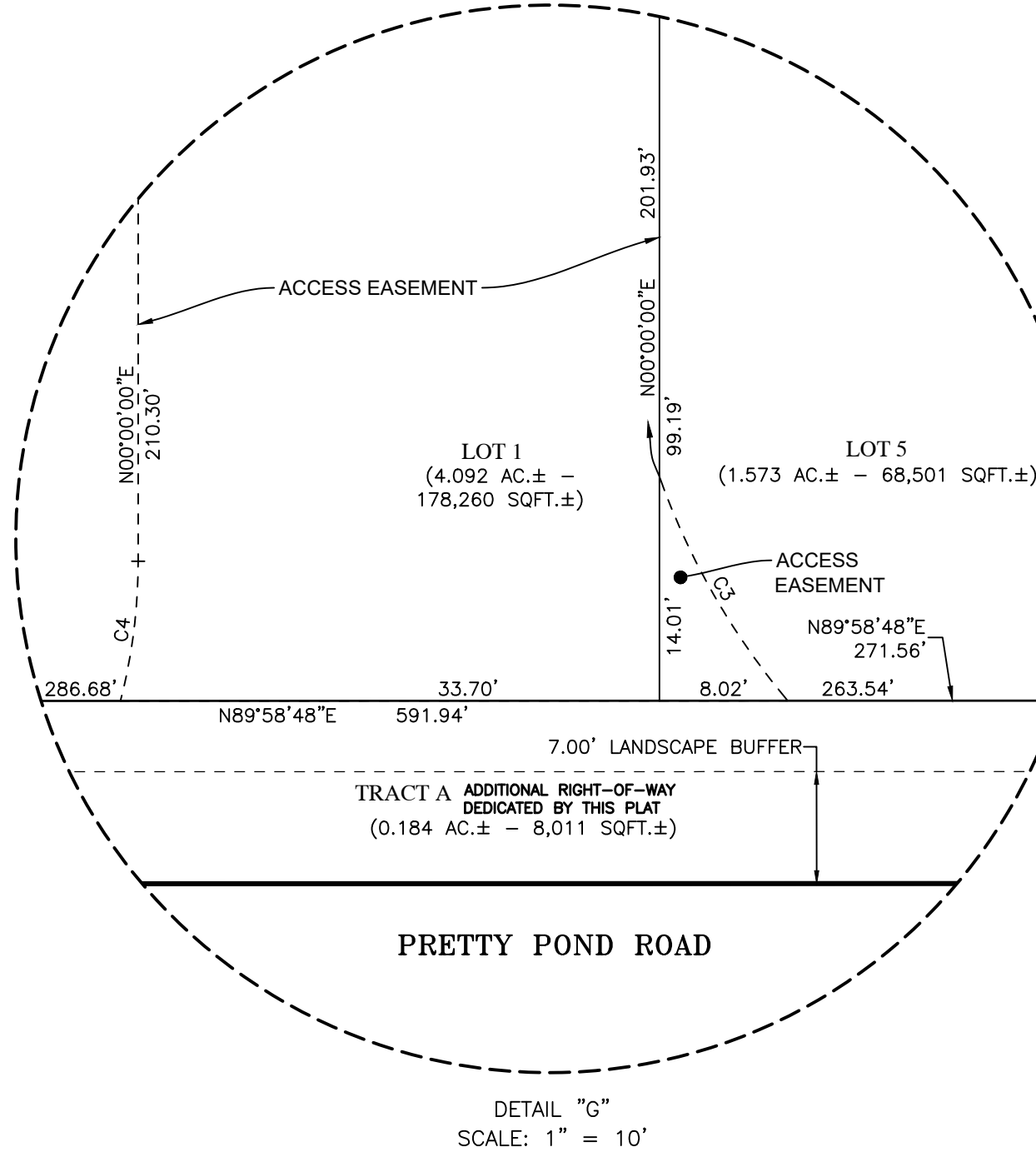
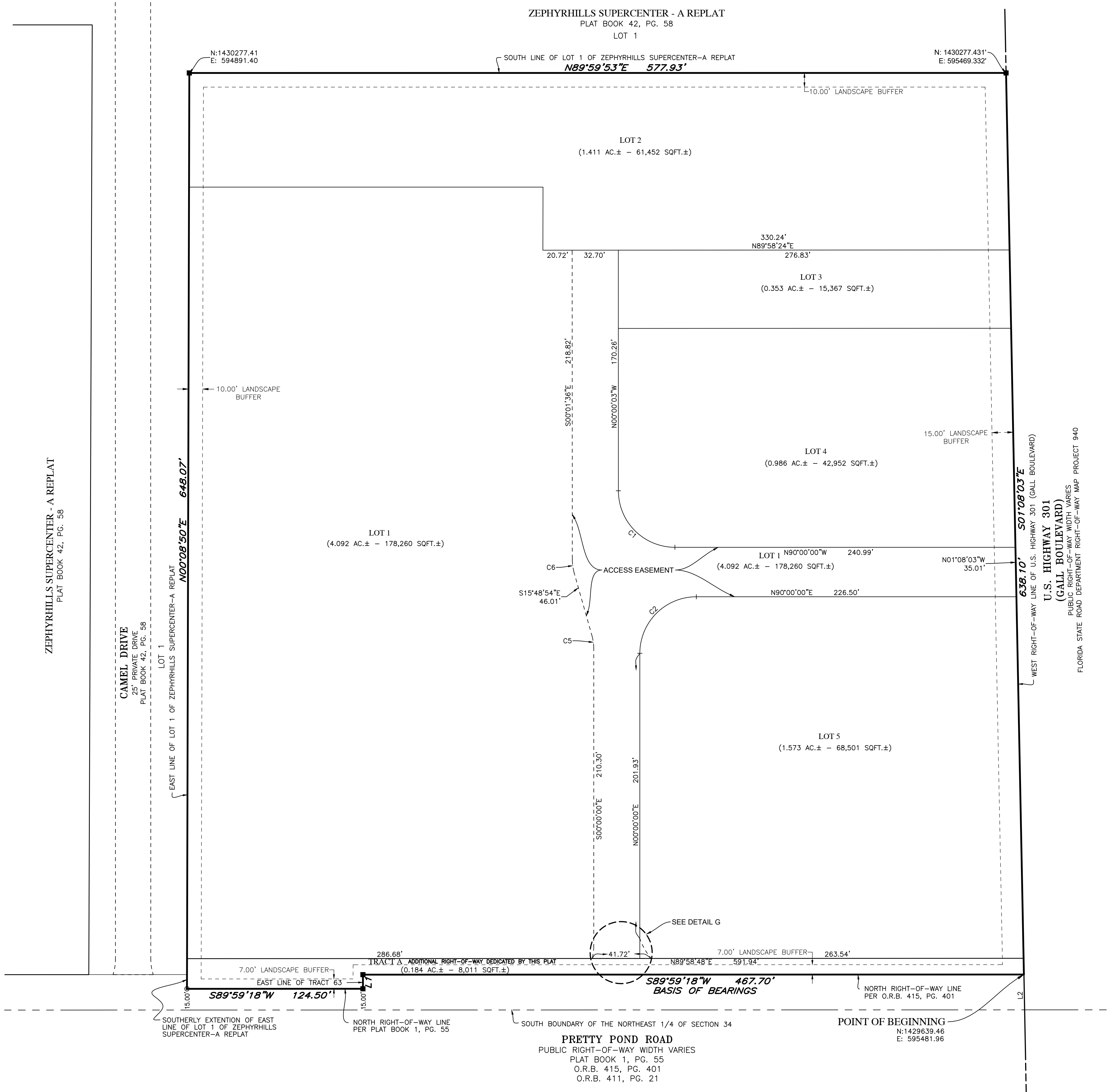
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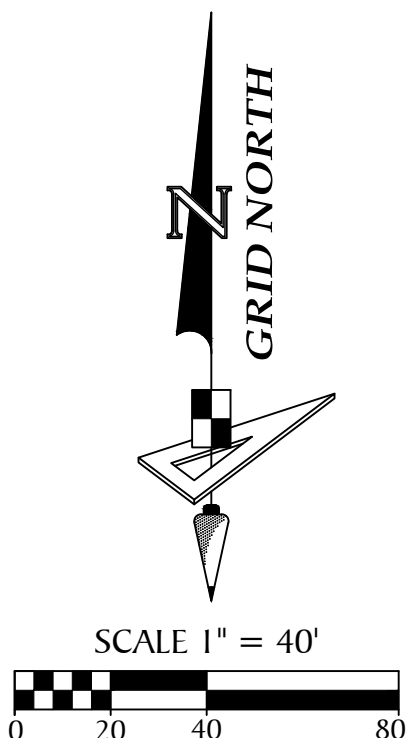
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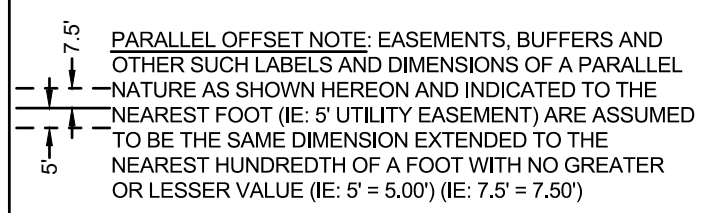


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C3	45.78'	20°18'26"	16.23'	18.14'	N29°47'15"W
C4	35.03'	14°26'35"	8.63'	8.81'	N07°13'27"E
C5	35.00'	15°48'54"	9.66'	9.63'	S07°54'22"E
C6	35.00'	15°48'53"	9.66'	9.63'	S07°54'26"E



- LEGEND:**
- ----- SET (P.R.M.) PERMANENT REFERENCE
MONUMENT - 4"X4" CONCRETE MONUMENT
WITH DISK LB7768
- ⊙ ----- SET (P.R.M.) PERMANENT REFERENCE
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Delivered via email to WPoe@ci.zephyrhills.fl.us

July 26, 2023

City of Zephyrhills
Attn: Mr. William Poe, City Manager
5335 8th St.
Zephyrhills, FL 33542

**RE: Task Order 104-23, Pretty Pond Road Traffic Analysis Review
Zephyrhills, Florida**

Dear Mr. Poe:

In accordance with our Professional Services Contract executed on February 13, 2023, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, BGE, Inc. (BGE), Vendor No. 2960, is pleased to provide this proposal for the subject project.

1.0. OVERVIEW

- 1.1. The City of Zephyrhills (Client) desires to retain BGE, Inc. (BGE) to provide professional consulting services associated with traffic analysis review for the city of Zephyrhills.
- 1.2. This includes providing review and oversight of the subject traffic study along with written comments if needed.

2.0. SCOPE OF SERVICES

2.1 Traffic Analysis Review

BGE will review the subject Traffic Analysis for the Project. This review will include:

- Review of the traffic data/traffic projections
- Review Synchro model outputs
- Review recommendations provided in the subject Traffic Analysis
- Develop comments regarding the Traffic Analysis

BGE will discuss/coordinate the comments with the Client's staff on MS Teams and through email, as needed.

2.2 Reimbursable Expenses

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals,

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etc.), job-related mileage at the prevailing Company rate, long-distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3.0 GENERAL CONDITIONS AND UNDERSTANDINGS

3.1. The following will be provided by the Client:

- 3.1.1 Traffic Impact Study
- 3.1.2 The Project Concept Plan

3.4 **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

4.0 EXCLUDED SERVICES

The professional services that BGE will provide under this Proposal include, and are limited to, those described under Scope of Services. All other services are specifically excluded. Additional services requested by the Client not specifically covered by this agreement will be performed on a mutually agreed upon lump sum or hourly fee basis prior to commencement of work.

5.0 FEES

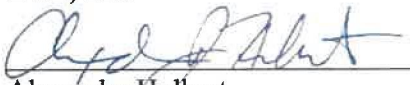
ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Traffic Analysis Review	Lump Sum	\$6,500
2.2	Reimbursable Expenses	As incurred	(max.) \$500
	Total:		\$7,000

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the attached Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis per our standard current rates.

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

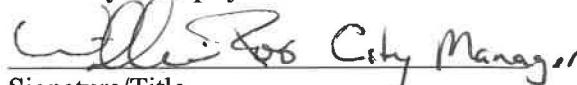
Sincerely,

BGE, Inc.


Alexander Hulbert
Director, Land/Site – Tampa
7/26/23
Date

ACCEPTED

City of Zephyrhills


Signature/Title

William Poe City Manager
Printed Name and Title

8/9/23
Date

Enclosures: BGE Hourly Rate Table



BGE Southeast Hourly Rate Schedule (Through December 31, 2023)

Staff Level	Hourly Billing Rate
Production/Technical	\$90 - \$100
Graduate Engineer	\$130 - \$150
Project Manager/Senior PM	\$160 - \$220
Director/Practice Leader	\$240 - \$280
Vice President/Principal	\$280 - \$325
Administrative Support	\$80 - \$90