



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, April 22, 2024
6:00 PM**

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

<https://meet.goto.com/377008709>

or dial in using your phone:

+1 (224) 501-3412 - Access Code: 377-008-709

(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 – Debbie Murray, President of the East Pasco Republication Club

Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

1.1 Accept the Canvassing of Vote

1. CertificateofCanvassing2024Municipal

1.2 Administer the Oath of Office for:

City Council Seat 3 - Jodi Wilkeson

City Council Seat 5 - Charles Edward Proctor

1.3 Reorganization of Council Officers

1.4 Councilmember Liaison Appointments to the Ridge League of Cities, Chamber of Commerce, Main Street Zephyrhills, Metropolitan Planning Organization (MPO), Metropolitan Planning Organization (MPO) Alternate and Tourist Development Council (TDC).

2. CONSENT ITEMS

- 2.1 Approval of April 8, 2024 Special Meeting Minutes
 - 1. M04-08-2024 Special Meeting
- 2.2 Approval of April 8, 2024 Meeting Minutes
 - 1. M04-08-2024
- 2.3 Interlocal Agreement Between City of Zephyrhills and Pasco County No. 41-24-11 for Disaster Response and Recovery Related Services
 - 1. 30616227v1 - Pasco County Interlocal Disaster Response Mutual Aid Agreement
- 2.4 Approval of Amended Work Order CED22-09.1; Cornelison Engineering Professional Engineering City-Wide Services
 - 1. 2024-04-01 - COZ Exhibit F-Task Assignment 22-09.1 (1)(30610004.2)

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 ANX0019-23 5L Properties, LLC Comp Plan Amendment to FLU and Rezoning Second Reading **ORDINANCE NO. 1467-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.866 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1467-23 on the Second Reading
 - 1. 30616134v1 - Ordinance 1467-23 - RERECORDED - 5L Properties - FLUMA
 - 2. 5L Properties Location Map
 - 3. CTY. ZEPHYRHILLS 23-02ESR (P)

4. PLANNING DIRECTOR'S REPORT

- 4.1 Trotter's Crossing Final Plat
 - 1. Staff Report Trotter's Crossing
 - 2. Trotter's Attachments
 - 3. TROTTER'S PLAT
 - 4. Trotter's Crossing Presentation

5. CITY MANAGER'S REPORT

- 5.1 Visioning Session - Discussion

6. CITY ATTORNEY'S REPORT

- 6.1 Participation in May 2, 2024 MAP Meeting
 - First Reading **RESOLUTION NO. 823-24 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE**

**CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A
JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO
DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN
EFFECTIVE DATE."**

1. Resolution 823-24 Participation in 05-02-2024 MAP Meeting

7. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

8. NOTED ITEMS

- 8.1 41-24-12 Syntech - Fuel Master

1. 41-24-12 Syntech - Fuel Master

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.**

Official

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

PASCO COUNTY

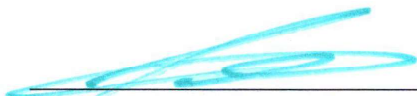
We, the undersigned, County Court Judge, County Commissioner, and Supervisor of Elections, constituting the Board of Canvassers in and for said County, do hereby certify that on the 11th day of April, A.D., 2024, we proceeded publicly to canvass the votes given for the office and persons herein specified at the Municipal Election for the **City of Zephyrhills** held on the 9th day of April, A.D., 2024, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For **Councilperson, Seat 3**, the whole number of votes cast was 1,229 of which number

Sam R. Turgeon	received	<u>559</u>	votes
Jodi Wilkeson	received	<u>670</u>	votes

For **Councilperson, Seat 5**, the whole number of votes cast was 1,224 of which number

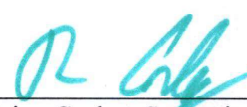
Manny Funes	received	<u>480</u>	votes
Charles Edward Proctor	received	<u>744</u>	votes



Joseph Poblick, County Court Judge



Seth Weightman, County Commissioner



Brian Corley, Supervisor of Elections

Total ballots cast in the **City of Zephyrhills** for the Municipal Election was 1,245 .

SPECIAL MEETING

A Special Meeting was held on April 8, 2024 at 4:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (224)-501-3412 - Access Code: 288-525-269.

Council President Lance Smith called the meeting to order at 4:00 p.m. Roll call was taken. Present were members Lance A. Smith, Charles Proctor, Kenneth Burgess, Steven F. Spina, Ph.D. and Mayor Melonie Bahr Monson. Jodi Wilkeson arrived at 5:51 p.m. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Public Works Director Shane LeBlanc, Utility Director John Bostic, IT Director Michael Panak, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss, Purchasing Agent Karen Miller, Water Treatment Plant Operator Eric Martin and City Clerk Lori Hillman.

1. BUSINESS ITEMS

1.1 Architectural/Engineering Services for City Complex Presentations by CPH and Harvard Jolly/PBK

City Manager William Poe stated Council will hear 45 minute presentations from Harvard Jolly/PBK and CPH prior to distributing an RFQ Scope of Services to Council and the Mayor for the City Complex.

Harvard Jolly/PBK presented first followed by CPH with discussions and ranking by Council. CPH was ranked No. 1 and staff will move forward with negotiations at a future date.

Meeting Adjourned: 5:58 p.m.

Submitted by Lori L. Hillman

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on April 8, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (224)-501-3412 - Access Code: 288-525-269.

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

Staff present: Police Lieutenant Nathan Gardner, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utility Director John Bostic, IT Director Michael Panak, Public Information Officer Kevin Weiss and City Clerk Lori Hillman.

Kendall Deford of the First Church of the Nazarene delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 CivicRec Presentation (Online Reservations)

Public Information Officer Kevin Weiss presented a step-by-step process to secure online reservations through CivicRec for Alice Hall, Train Depot and Wickstrom Stage. A soft launching is anticipated later this month to be up and running for online reservations for the 2024 Summer Youth Program. He acknowledged Community Planner and GIS Tommy-Lee Jones for providing links and creating pdf's for the ability to view and download mapping and GIS online through the CRA and Planning department pages on the City's website. Citizens are able to view the CRA district, historic district, maps, demographics, form based code and zoning.

2. CONSENT ITEMS

2.1 Approval of March 25, 2024 Meeting Minutes

2.2 Approval of Agreement No. 37-24-03 with Dr. Lindsay Frey Clinical Psychologist

2.3 Approval of RFP 2024-002 Professional Tank Maintenance Services Rankings

2.4 Approval of a Piggyback Agreement No. 41-24-09 with PSI Technologies and Pasco County

2.5 Approval of Centennial Contractors Agreement No. 41-24-10 to Construct an Equipment and Vehicle Canopy at the WWTP

2.6 Approval of Kimley Horn Work Order 24-153 for the Design and Engineering of a Left Turn Lane on North Avenue

Charles Proctor moved to approve the Consent Items. Seconded by Kenneth Burgess. Motion passed unanimously.

3. BUSINESS ITEMS/PUBLIC HEARING

2.1 Second Reading **ORDINANCE NO. 1474-24 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, AMENDING THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT SECTION 5.04.01 DETERMINATION OF PROJECT IMPACT; AMENDING SECTION 7.03.01 TRAFFIC STUDY REQUIREMENTS, AMENDING THE EXISTING DE MINIMIS AND TRAFFIC IMPACT ANALYSIS TRAFFIC STUDY REQUIREMENTS; AMENDING TABLE 1 OF SECTION 7.03.01; AMENDING THE TRANSPORTATION MITIGATION (TURN LANE CRITERIA) AND ROADWAY AND INTERSECTION IMPROVEMENTS CRITERIA; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1474-24 by title. There were no comments from the floor.

Steve Spina moved to approve Ordinance No. 1474-24 on the Second Reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

4. CITY MANAGER'S REPORT

4.1 Request to Cancel May 27, 2024 Meeting in Observance of Memorial Day

City Manager William Poe requested the May 27, 2024 Council meeting be cancelled in observance of Memorial Day.

Steve Spina moved to approve the cancellation of the May 27, 2024 Council meeting in observance of Memorial Day. Seconded by Kenneth Burgess. Motion passed unanimously.

5. CITY ATTORNEY'S REPORT

5.1 Interlocal Agreement Between City of Zephyrhills and Pasco County No. 41-24-11 for Disaster Response and Recovery Related Services

City Manager William Poe said Pasco County has requested the City of Zephyrhills provide staff, vehicles, equipment and facility assistance during a declared state of emergency or federal disaster declaration through an Interlocal Agreement for Disaster Response and Recovery Related Services. He said assistance will only be provided to Pasco County if the requested services are available. The cost of assistance is 100% reimbursable for FEMA eligible expenses. Staff recommended approval.

Utility Director John Bostic said the utilities department has an existing Statewide Mutual Aid Agreement through Flawaren to request resources and asked if the proposed agreement would have an effect on the existing Mutual Aid Agreement.

Charles Proctor moved to table this item. Seconded by Kenneth Burgess. Motion passed unanimously.

6. CITIZEN COMMENTS

Spoke from the floor: Kyle Salvato – 4241 Sky Dive Lane – Zephyrhills, FL

Mr. Salvato said March is Sky Dive City's business month of the year with over 500 visitors including the Golden Knights and 20 naval cadets from Annapolis Naval Academy. He said Sky Dive City set a new world record for vertical formation with 32 people in sequential formation and the Flagship Boogie event attracted over 250 participants. He said he and his wife, Lauren, look forward to working with Council.

MAYOR ANNOUNCEMENTS – Mayor Monson said the City hosts events at Oakside Cemetery and Veterans' event at Zephyr Park and requested staff purchase two 20 x 20 and one 10 x 10 tents with the City's logo to keep speakers and attendees out of the direct sun.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said HR will participate in the Kirkland Ranch Career Fair on Tuesday, April 16th and host a Career Fair at City Hall on Friday, April 19th, 11:00 a.m. – 1:00 p.m. A demonstration of the Transparency Center budget software will be presented to Council prior to access on the City's website. Citizens will have the ability to click on funded projects within the budget to view pictures, plans, and up-to-date expenditures. He recognized Public Works Director Shane LeBlanc for being named Public Works Director of the year at the APWA's annual conference.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Spina said he had the pleasure of speaking with former Chamber CEO Vonnie Mikelson last week. He said Vonnie keeps up-to-date with the City of Zephyrhills on Facebook and is amazed with our growth. He said he scheduled a meeting with City Manager William Poe, Public Works Director Shane LeBlanc, Parks Superintendent James Lyons, Damien Pickett and ZPAL representatives to discuss options for a pavilion at Krusen Field.

Councilman Proctor encouraged those in attendance to exercise their civic duty and vote for the candidate of their choice on April 9, 2024 at Alice Hall.

Councilwoman Wilkeson requested staff use similar materials or a design similar to another park for the pavilion. She asked Public Works Director Shane LeBlanc if there was sufficient staffing to execute park projects in-house.

Spoke from the floor: Public Works Director Shane LeBlanc – City of Zephyrhills
Mr. LeBlanc said Public Works staffing is an issue being down nine employees, but stated some park improvements can be outsourced.

Council Vice President Burgess congratulated Public Works Director Shane LeBlanc for being nominated Public Works Director of the Year. He said the City is experiencing issues with employee retention in utilities and public works and said the City needs to make an investment in their working conditions.

Council President Smith agreed with Council Vice President Burgess. He said he took an enlightening ride on the Pasco County Public Transportation (PCPT) bus through town with the planning staff. He was impressed with the cleanliness of the buss and the helpfulness of the drivers. He said this is his last meeting as Council President and said he has enjoyed it immensely.

Meeting Adjourned: 6:57 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.3

Interlocal Agreement Between City of Zephyrhills and Pasco County No. 41-24-11 for Disaster Response and Recovery Related Services

Issue:

Pasco County has asked that we agree to provide assistance by way of staff, vehicles, equipment, or facilities during a declared state of emergency or federal disaster declaration. Assistance will only be provided to Pasco County if the requested services are available. The cost of any assistance will be reimbursed at 100% based on FEMA eligible expenses.

Background:

Attachment(s):

1. 30616227v1 - Pasco County Interlocal Disaster Response Mutual Aid Agreement

Fiscal Impact:

No fiscal impact. Any expenses will be fully reimbursed by Pasco County.

Staff Recommendation:

Staff recommends approval of the interlocal agreement with Pasco County for disaster response and recovery related services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ZEPHYRHILLS AND PASCO COUNTY FOR
DISASTER RESPONSE AND RECOVERY RELATED SERVICES**

This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the City of Zephyrhills ("CITY"), an incorporated municipality and political subdivision of the State of Florida and Pasco County, Florida ("COUNTY"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (jointly the parties hereto).

WITNESSETH:

WHEREAS, the parties hereto are authorized under Chapter 163, Florida Statutes to enter into Interlocal Agreements to make the most efficient use of their respective powers, resources, authorities, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner to best utilize existing resources, powers, and capabilities available to each of them; and

WHEREAS, the COUNTY has certain obligations under Chapter 252, Florida Statutes, during an emergency event which may include but are not limited to natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires as well as manmade events such as catastrophic accidents, civil unrest, or terrorist attacks; and

WHEREAS, the parties hereto recognize the vulnerability of the people, communities, schools, businesses, faith-based, civic and non-governmental organizations, effectively the "whole community" located within Pasco County to these natural and manmade disasters; and

WHEREAS, the full and effective utilization of resources available to Pasco County is necessary for protection and response in order to meet the needs of persons threatened, impacted, or recovering from an incident; and

WHEREAS, the parties hereto, in order to more efficiently serve its residents during response and recovery operations, desire to enter into this Agreement; and

NOW THEREFORE, in consideration of mutual covenants, promises and provisions contained herein, the CITY and COUNTY agree as follows:

1. The "Whereas" provisions cited above are true, correct, and are incorporated herein by reference.
2. The COUNTY and CITY shall, insofar as possible, follow the National Incident Management System (NIMS) guiding framework and the Incident Command System (ICS).
3. The COUNTY and CITY shall each designate a contact person to take all necessary steps for the implementation of this Agreement.

4. Upon a request from the COUNTY during a declared State of Emergency or Federal Disaster Declaration, the CITY shall provide staff resources, vehicles, equipment, and facilities under its control where available.

5. The COUNTY shall reimburse the CITY actual costs at 100% based on FEMA eligible expenses. The CITY shall track from implementation to completion the costs of providing resources during the incident duration and provide this documentation within 30 days of the completion of services.

6. This Interlocal Agreement may be executed in counterparts, the sum of which shall be considered the final Agreement.

7. This Interlocal Agreement shall not be assigned without prior written consent of the other party. In addition, this Agreement shall be binding upon its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

8. This Interlocal Agreement and any subsequent amendment hereto shall be filed with the Clerk of the Circuit Court in the Official Records of Pasco County as provided by Section 163.01 (11), Florida Statutes, prior to its effectiveness.

9. This Interlocal Agreement shall be considered effective as the date when fully executed by both parties and recorded pursuant to paragraph 8 above and shall continue in effect unless otherwise terminated as provided herein. Either party may terminate this Interlocal Agreement upon sixty (60) days written notice.

10. The parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the CITY'S or COUNTY'S rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time.

11. Any official notice or correspondence, copy of correspondence, copy of application, copy of report, request for comment, or other written communication that is required by the terms of this Agreement by either the CITY or COUNTY shall be provided to the following:

To the COUNTY: County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654

To the CITY: City Administration
5335 8th Street
Zephyrhills, FL 33542

The contact person for notice may be changed if provided in writing to the other party without need for formal modification of this Agreement.

12. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement

shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

13. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible to perform.

14. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the Agreement shall be held in the Sixth Judicial Circuit in and for Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

15. This Agreement represents the entire Agreement between the parties hereto with respect to the subject matter contained herein. This Agreement may only be modified by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto do cause this Interlocal Agreement to be executed and effective on the date as stated.

SEAL

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

Nikki Alvarez-Sowles
Clerk & Comptroller

Ron Oakley
Chairman

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

Lori L. Hillman, MMC
City Clerk

Kenneth M. Burgess, Jr., Council President

CONSENT ITEMS 2.4

Approval of Amended Work Order CED22-09.1; Cornelison Engineering Professional Engineering City-Wide Services

Issue:

The City does not have an engineer on staff, therefore we utilize an Engineer of Record (EOR) for professional services related to civil engineering.

Background:

The City has had a relationship with Cornelison Engineering and Design, Inc. for several years. This is an updated and renewed services contract.

Attachment(s):

1. 2024-04-01 - COZ Exhibit F-Task Assignment 22-09.1 (1)(30610004.2)

Fiscal Impact:

Fees incurred by the City are billed to the applicant of the particular project for which the engineering services are required. Therefore, the City recoups all fees incurred by this contract when individual projects are reviewed by Cornelison Engineering and Design.

Staff Recommendation:

Approval

EXHIBIT F – TASK ASSIGNMENT NUMBER 22-09.1
MISCELLANEOUS REVIEWS
HOURLY CIVIL ENGINEERING CONSULTING SERVICES
PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT

1. PURPOSE

This is a Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT dated June 11, 2018 between the CITY OF ZEPHYRHILLS, FLORIDA ("CITY") and CORNELISON ENGINEERING & DESIGN, INC. ("CONSULTANT") and made a part thereof. The purpose of this Task Assignment is to amend the required services of the CONSULTANT to provide engineering as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the services described herein, shall not exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), which includes an allotment of ZERO DOLLARS (\$0.00) for reimbursable expenses, for a total not-to-exceed fee of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) payable at the rates attached hereto valid through September 30, 2024. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDARD OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4. PROCESS

The following Task Assignment Process shall be followed when services are required. The CONSULTANT shall provide a complete and detailed proposal to include material and labor and shall submit its proposal in the following format to CITY for review, revisions, and approval.

The CONSULTANT, at a minimum, shall be required to provide the following details in its proposal:

Attachment 1 – Scope of Services

Attachment 2 – Truth in Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit F are required for a complete Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT.

ATTACHMENT 1 – SCOPE OF WORK

Standard Contract Requirements

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 and 2, CITY and CONSULTANT agree, by signature, to the details negotiated in this Task Assignment.

Scope of Work

The CONSULTANT will provide as-needed services to support CITY staff with engineering related issues as they pertain to planning and zoning development projects. These services will be provided on a time and materials basis at the specific written direction of the Planning/Zoning Director and/or City Manager. Work products and schedule will be mutually agreed upon by CITY staff and CONSULTANT. The allowable fee structure is as indicated in the tables below:

TABLE 1-1: SUMMARY OF TASKS

TASK/ACTIVITY	LABOR	TOTAL
Planning/Zoning Support Services	\$55,000	\$55,000
TOTAL	\$55,000	\$55,000

TABLE 1-2: RATE SCHEDULE BY EMPLOYEE

NAME	TITLE	HOURLY RATE
Craig L. Cornelison, P.E.	President	\$180
Marcia Cornelison	Secretary/Treasurer	\$70

ATTACHMENT 2 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and CORNELISON ENGINEERING & DESIGN, INC. dated _____, 2022 are accurate, complete, and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

DATED this 2nd day of April, 2024.

By: [Signature] (Affiant's signature)
Craig L. Cornelison

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

BEFORE ME, the undersigned authority, personally appeared Craig L. Cornelison (name of Affiant and title) of Cornelison Engineering & Design, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 2nd day of April, 2024 by
Craig Lee Cornelison (name of Affiant). He/she is personally known to me or has
produced NCDL as identification.

NOTARY'S SIGNATURE AND SEAL

Eric Rice
Type or Print Name

COMMISSION SEAL/NUMBER: 202120100107



SIGNATURES

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

CITY
City of Zephyrhills, Florida

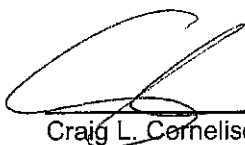
By:

Kenneth M. Burgess, Jr., Council President

Date Approved:

CONSULTANT
Cornelison Engineering & Design, Inc.

By:



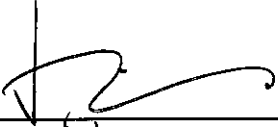
Craig L. Cornelison, P.E., President

Date: 4/2/2024

ATTEST

By: _____
Lori Hillman, CITY Clerk

ATTEST

By:  _____
Print Name: Vestal Zicc
Title: Witness

BUSINESS ITEMS/PUBLIC HEARING 3.1

ANX0019-23 5L Properties, LLC Comp Plan Amendment to FLU and Rezoning
Second Reading **ORDINANCE NO. 1467-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.866 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1467-23 on the Second Reading

Issue:

Approval

Background:

Adoption public hearings were held for the subject property. The 10-day deadline for final package submittal of the future land use element to the state of Florida was not met. Therefore, the State has requested a new final public hearing be held and Staff will forward the ordinance / supplemental information to the State.

Attachment(s):

1. 30616134v1 - Ordinance 1467-23 - RERECORDED - 5L Properties - FLUMA
2. 5L Properties Location Map
3. CTY. ZEPHYRHILLS 23-02ESR (P)

Fiscal Impact:

N/A

Staff Recommendation:

Approval

ORDINANCE NO. 1467-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.52 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.¹

WHEREAS, Chapters 125 and 163 Florida Statutes, authorize the City Council of the City of Zephyrhills, Florida to prepare and enforce a Comprehensive Plan for the development of the City; and

WHEREAS, the City Council has determined that the proposed amendment meets the criteria for a Large-Scale Comprehensive Plan Amendment pursuant to Section 163.3184, Florida Statutes, and the Zephyrhills Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission, on July 18, 2023, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, the City has complied with all requirements and procedures of Florida law in processing this amendment to the City of Zephyrhills Comprehensive Plan including, but not limited to, Section 163.3184, Florida Statutes.

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a large-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the Industrial (IN) future land use classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the Light Industrial zoning designation would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the Amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. The following described lands, lying and being situated in the City of Zephyrhills, to wit:

Legal Description: THE E ½ OF THE SW ¼ OF SECTION 07, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA, LYING WEST OF ZEPHYRHILLS BY-

¹ Recorded to replace the instrument recorded in OR BK 10900 PG 1088, in the public records in and for Pasco County, Florida to correct the date of the second reading.

PASS, SUBJECT TO AVIATION EASEMENT THEREOF PER OFFICIAL RECORD BOOK 1582, PAGE 187.

72.52 acres (MOL) Parcel ID# 07-26-22-0000-00100-0012

The Future Land Use Map designation is hereby changed from County IL to City IN (Industrial) and the Zoning Designation is hereby rezoned from County AC to City LI (Light Industrial) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor, which shall occur within 180 days after receipt of the state land planning agency's report.

The foregoing Ordinance No. 1467-23 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of August, 2023.

Attest: _____
Lori L. Hillman, City Clerk, MMC Lance A. Smith, Council President

The foregoing Ordinance No. 1467-34 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 22nd day of April, 2024.

Attest: _____
Lori L. Hillman, City Clerk, MMC Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No: 1467-23 was approved by me this 22nd day of April, 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content
for the reliance of the City of Zephyrhills only:

Matthew E. Maggard, Esq.
City Attorney



October 5, 2023

The Honorable Melonie Monson
Mayor, City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, Florida 33542

Dear Mayor Monson:

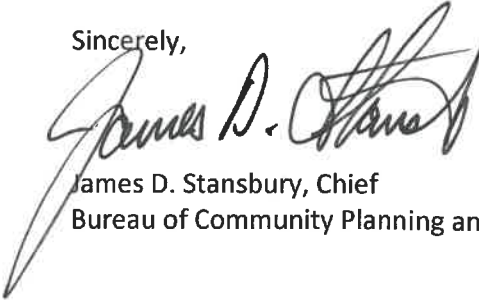
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Zephyrhills (Amendment No. 23-02ESR) received on September 5, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Adrian Young, Planning Analyst, by telephone at (850)-717-8515 or by email at adrian.young@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /ay

Enclosure(s): Procedures for Adoption

cc: Todd Berg, Planning Director, City of Zephyrhills

Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Staff Report Memorandum

To: City Council
From: Tommy-Lee Hunt — GIS/Community Planner
RE: SUB 38-23 – Final Plat for Trotter’s Crossing Report
Date: April 22nd, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This final plat petition for the Trotter’s Crossing residential subdivision was submitted by Cornelison Engineering & Design, INC. The subject property is west of Gall Boulevard and is bordered by Terrabella Avenue to the north and Phelps Road properties to the south, please see Figure 1—Location Map on page two. The property consists of approximately 30.47 acres, more or less (MOL), and is slated for 89 single-family detached rental units. At 89 units, site density is 2.92 dwelling units per acre ($89/30.47 = 2.92$ DU/Acre). The applicant has prepared the necessary maintenance bond, performance bond, and the related detailed engineer’s estimate for the bonds. Additionally, as a result of this development and efforts between Staff and the developer, the northernmost portion of the property is to be placed under a perpetual conservation easement and bonded concurrently with the subject site development.¹

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 LDC and Florida Statutes Chapter 177. Additionally, the City’s engineering consultants at BGE, INC.² have reviewed cost-estimates pertaining to bonding. The plat is in conformance with all applicable regulations. The applicant provided a maintenance bond, performance bond, detailed engineer’s cost estimates, and the subdivider’s agreements.

¹ Please see data and analysis review for a full discussion on the Conservation Easement.

² BGE, INC. acted as our engineer of record (EOR) on this project.

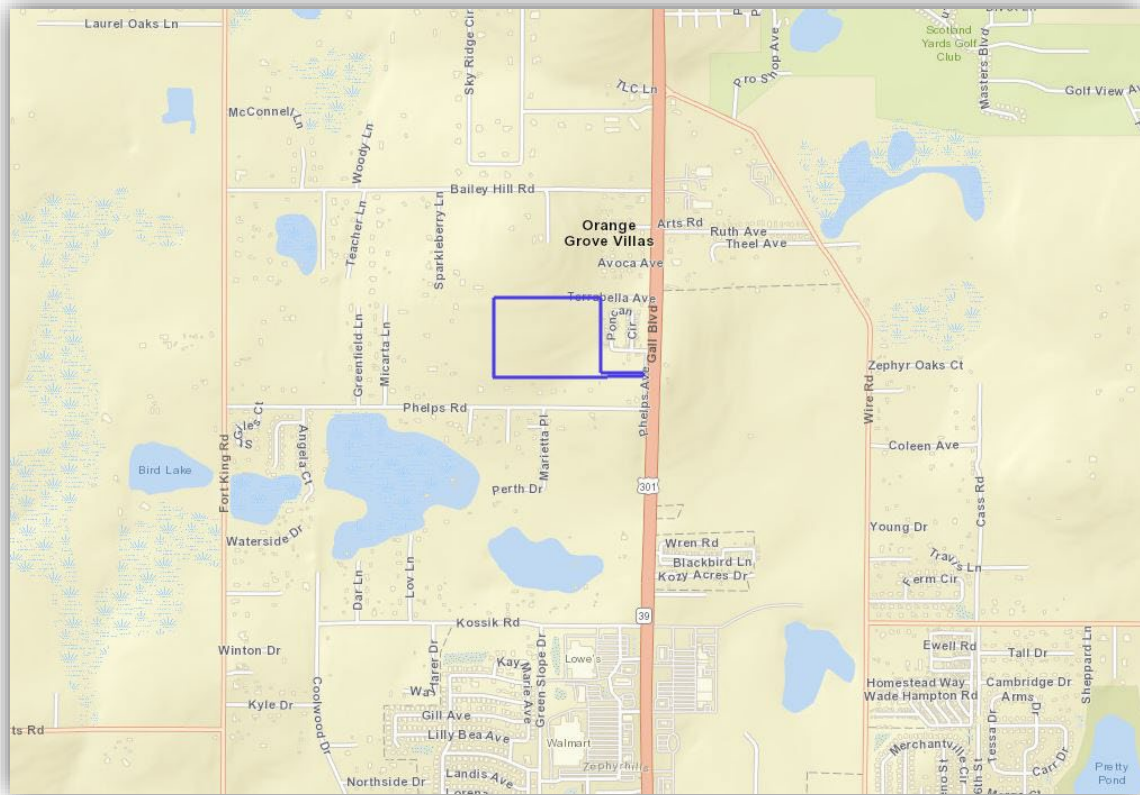


Figure 1 – Location Map

Courtesy of Pasco Mapper

B. Site Information

<u>Owner:</u>	AMH Development LLC.
<u>Applicant:</u>	Cornelison Engineering & Design, LLC.
<u>Location:</u>	Dusty Saddle Lane, west of Gall Boulevard
<u>Parcel ID Number(s):</u>	27-25-21-0010-00300-0000
<u>Subject site Acreage:</u>	30.47 Acres, MOL
<u>Existing Land Use:</u>	Vacant, graded with infrastructure installation
<u>Future Land Use:</u>	MU (Mixed Use)
<u>Zoning:</u>	PUD (Planned Unit Development)
<u>Maximum Height:</u>	30 Feet
<u>Unit Count</u>	89 Units
<u>Allocated Density</u>	2.92 DU/Acre

II. DATA & ANALYSIS REVIEW

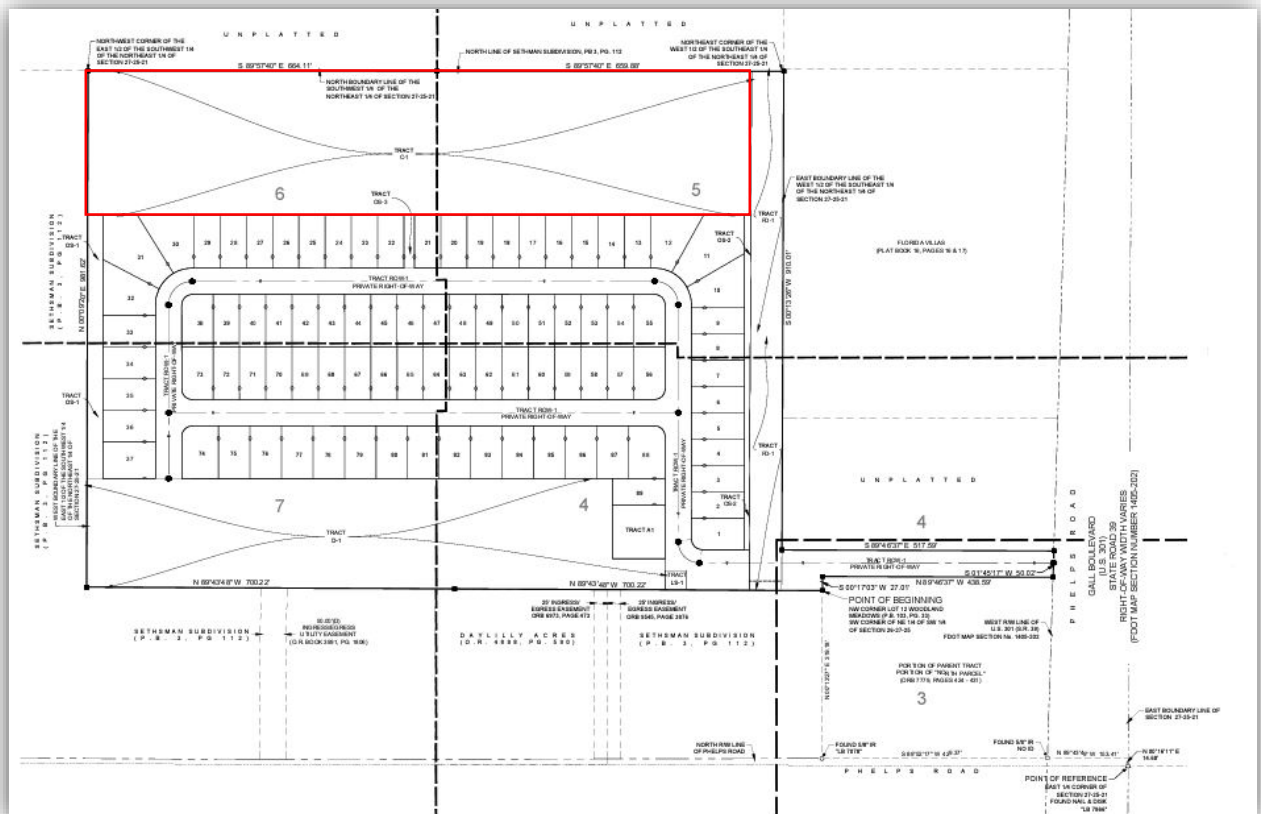
The final plat has been reviewed by the City's surveyor of record and found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;

The final 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 plat for a general compliance and found it to comply with the pertinent LDCs;

The City Attorney has reviewed the submitted conservation easement documents, subdivider's agreements, bonds, HOA documents/Deed restrictions and covenants, and found the information legally sufficient;

Figure 2 – Plat Layout (Red rectangle corresponds with Figure 3 — Conservation tract)
Courtesy of Cornelison Engineering and Design



As initially discussed, the project also entails a Conservation Easement dedication running along the northern portion of the subject property just south of Terrabella Avenue. City Staff and the developer coordinated for the dedication of the northernmost portion of the property abutting the subject site as conservation lands labeled 'Tract C-1'. The establishment of a perpetual conservation easement is being reviewed concurrently by the City Attorney. The width of the conservation tract is approximately 54 feet wide and 252 feet in length. Please see Figure 2 – Plat Layout and below depiction in Figure 3 – Conservation Tract.

Additionally, the project engineer provided extra dredging for the retention pond on the site labeled 'Tract D-1' of the survey area. This was implemented following the unforeseen circumstances brought about due to weather patterns and possibly inadequate percolation. As a result, all known drainage issues regarding the retention pond have been remedied because of the efforts of City Staff, the City Attorney, the Developer, and the Engineer. See Figure 4—Trotter's Retention Pond.

Figure 3a – Conservation Tract



Figure 3b – Conservation Tract



Figure 4a – Retention Pond during de-silting remediation



Figure 4b – Retention Pond after de-silting

III. PREVIOUS ACTION AND STAFF RECOMMENDATION

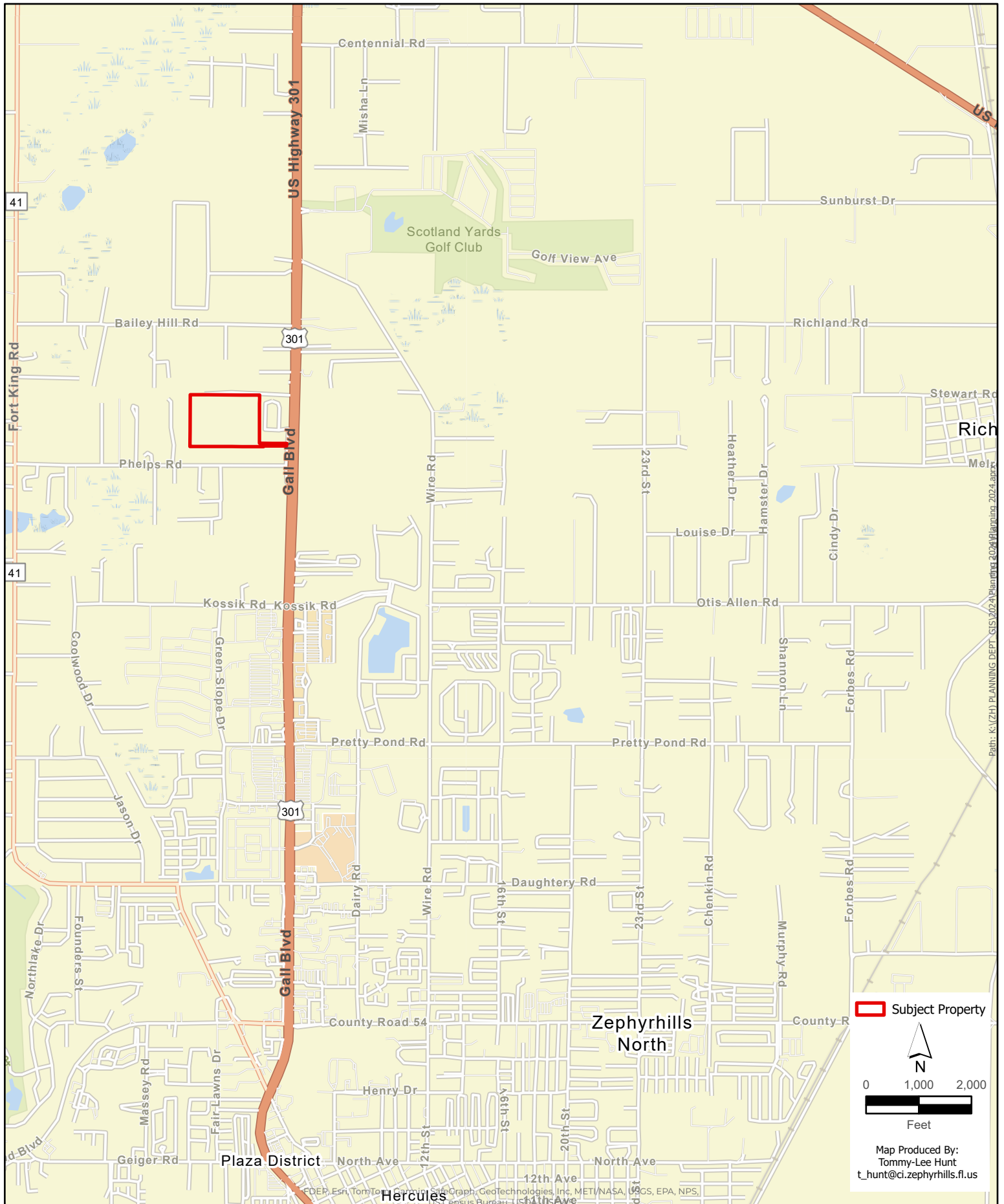
Site Plan Review Committee – The SPRC recommended approval of the Final Plat at a regularly scheduled meeting on February 20, 2024.

Therefore, based upon the analysis contained herein, **Staff recommends approval the Final Plat for Trotter’s Crossing Residential Subdivision.**

IV. ATTACHMENTS:

- Location Map
- Bonding
 - Maintenance Cost Estimates
 - Maintenance Bonding
 - Landscape Bid Estimates
 - Performance Bonding
- Conservation Easement (*requires Council execution*)
- Subdivider’s Agreements (*requires Council execution*)
- Final Plat (Mylar *requires Council execution*)

- Location



**Figure 1. Location
Trotter's Crossing
Zephyrhills
Pasco County, FL**

Data Source:
City of Zephyrhills GIS

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

SPR-0077-23

April 2024

1in : 28,270ft

- Executed Bonds & Cost Estimates

Opinion of Probable Construction Cost



**CORNELISON
ENGINEERING &
DESIGN, INC.**

7810 Gall Boulevard #409
Zephyrhills, Florida 33541
Phone: (813) 788-7835

Engineer's Project No.

2201001

Project:

Trotters Crossing

Part:

Maintenance Bond

Date:

2/1/2024

Type of Estimate: Bond
Take-Off By: DGP&S
Estimated By: CLC

Item No.	Description	Quantity	Unit	Unit Price	Estimated Amount
SITE WORK, PAVING & GRADING					
1	1.5" Asphalt SP-9.5	8,607	SY	\$8.50	\$73,160
2	6" Crushed Concrete	10,428	SY	\$9.50	\$99,066
3	12" Stabilized Sub-Grade	12,198	SY	\$9.00	\$109,782
4	2' Valley Gutter	6,888	LF	\$14.50	\$99,876
5	2' Drop Curb	30	LF	\$14.50	\$435
6	6" Concrete sidewalk	30,325	SF	\$4.25	\$128,881
7	ADA Concrete Ramps	7	EA	\$1,150.00	\$8,050
8	Signs(3-Stop, R1-1, 2-Pedestrian, 6-Street)	11	EA	\$250.00	\$2,750
9	Striping(Paint)	1	LS	\$3,800.00	\$3,800
10	Sod-2' Behind Curb	17,776	SF	\$0.30	\$5,333
11	8" Split Face Block Retaining wall	8,006	LF	\$94.00	\$752,564
	Subtotal Site Work, Paving & Grading				\$1,283,697
RIGHT OF WAY					
1	Asphalt(2" SP-9.5)	480	SY	\$21.00	\$10,080
2	8" Crushed Concrete LBR100	480	SY	\$10.00	\$4,800
3	12" Stabilized Sub grade LBR 40	600	SY	\$8.50	\$5,100
4	Sidewalk(6" 3,000PSI)	1,363	SF	\$5.00	\$6,815
5	Gravity Wall	210	LF	\$110.00	\$23,100
6	Pedestrian Railing	200	LF	\$90.00	\$18,000
7	ADA Ramps	2	EA	\$1,150.00	\$2,300
8	Detectable Warning Mats	4	EA	\$375.00	\$1,500
9	Striping(Thermoplastic)	1	LS	\$9,500.00	\$9,500
10	Signs(3-Stop sign, 2-End Pavement sign, 1-Two Direction Arrow sign, 3-Yellow Reflector sign)	9	EA	\$250.00	\$2,250
	Subtotal Right of Way				\$83,445
STORM DRAINAGE					
1	15" RCP Pipe	814	LF	\$34.00	\$27,676
2	18" RCP Pipe	1,915	LF	\$48.00	\$91,920
3	24" RCP Pipe	1,061	LF	\$59.00	\$62,599
4	36" RCP Pipe	328	LF	\$63.00	\$20,664
5	Type C Inlet	3	EA	\$2,992.82	\$8,978
6	Type E Inlet	1	EA	\$3,716.66	\$3,717
7	Type H Inlet	1	EA	\$5,217.08	\$5,217
8	Type P-5 Curb Inlet	20	EA	\$3,501.39	\$70,028
9	Type P-6 Curb Inlet	4	EA	\$5,001.84	\$20,007
10	Type 7 Manhole	11	EA	\$3,488.17	\$38,370
11	18" MES	3	EA	\$850.00	\$2,550
12	24" MES	2	EA	\$950.00	\$1,900
13	36" MES	1	EA	\$1,150.00	\$1,150
14	Rip Rap Rubble	4,805	SF	\$3.00	\$14,415
15	Bypass Swale	2,800	LF	\$5.00	\$14,000
16	Sod-Bahia Swale	45,570	SF	\$0.30	\$13,671
	Subtotal Storm Drainage				\$369,186
Subtotal Page 1					\$1,736,328

Prices based on actual construction costs as provided by contractor

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Opinion of Probable Construction Cost



7810 Gall Boulevard #409
Zephyrhills, Florida 33541
Phone: (813) 788-7835

Engineer's Project No.	2201001
Project:	Trotters Crossing
Part:	Maintenance Bond
Date:	2/1/2024

Type of Estimate: Bond
Take-Off By: DGP&S
Estimated By: CLC

Item No.	Description	Quantity	Unit	Unit Price	Estimated Amount
SANITARY SEWER					
1	Sanitary Sewer(0-6' Cut)	978	LF	\$28.00	\$27,384
2	Sanitary Sewer(6'-8' Cut)	913	LF	\$31.00	\$28,303
3	Sanitary Sewer(8'-10' Cut)	606	LF	\$32.00	\$19,392
4	Sanitary Sewer Manhole(0-6' Cut)	2	EA	\$4,984.62	\$9,969
5	Sanitary Sewer Manhole(6'-8' Cut)	6	EA	\$6,488.57	\$38,931
6	Sanitary Sewer Manhole(8'-10' Cut)	1	EA	\$6,820.79	\$6,821
7	Single Sanitary Service	9	EA	\$925.00	\$8,325
8	Double Sanitary Service	41	EA	\$950.00	\$38,950
9	TV Sewer Line	2,497	LF	\$4.00	\$9,988
	Subtotal Sanitary Sewer				\$188,063
SANITARY FORCEMAIN					
1	6" C900 PVC Pipe	880	LF	\$24.00	\$21,120
2	6" X 4" Reducer	1	EA	\$678.52	\$679
3	6" 45 Bend	3	EA	\$652.95	\$1,959
4	4" Plug Valve	1	EA	\$1,027.00	\$1,027
5	6" Air Release Valve	1	EA	\$2,500.00	\$2,500
6	8' Diameter wet well, pumps and control panel	1	EA	\$155,806.98	\$155,807
7	6' Vinyl Fence with 2-6' Wide Gates	140	LF	\$60.00	\$8,400
8	Pressure Testing	880	LF	\$3.50	\$3,080
	Subtotal Sanitary Forcemain				\$194,571
OFFSITE SANITARY FORCEMAIN					
1	Silt Fence	2,550	LF	\$1.50	\$3,825
2	POC: Connect to existing	1	LS	\$4,000.00	\$4,000
3	6" C900 PVC Pipe	2,400	LF	\$28.00	\$67,200
4	6" HDPE Pipe(Directional Drilled)	1,010	LF	\$45.00	\$45,450
5	6" 22.5 Bend	2	EA	\$375.00	\$750
6	6" 45 Bend	7	EA	\$400.00	\$2,800
7	6" 90 Bend	3	EA	\$500.00	\$1,500
8	6" Plug Valve	1	EA	\$1,406.62	\$1,407
9	6" Gate Valve	5	EA	\$1,500.00	\$7,500
10	Air Release Valve	3	EA	\$2,500.00	\$7,500
11	Pressure Test	3,410	LF	\$3.00	\$10,230
	Subtotal Offsite Forcemain				\$152,162
Subtotal Page 2					\$534,796

Prices based on actual construction costs as provided by contractor

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

**CORNELISON
ENGINEERING &
DESIGN, INC.**

Engineer's Project No.	2201001
Project:	Trotters Crossing
Part:	Maintenance Bond
Date:	2/1/2024

Type of Estimate:	<u>Bond</u>
Take-Off By:	<u>DGP&S</u>
Estimated By:	<u>CLC</u>

Item No.	Description	Quantity	Unit	Unit Price	Estimated Amount
WATER					
1	POC: Wet tap existing water main	1	LS	\$8,800.00	\$8,800
2	6" C900 PVC Water Main	50	LF	\$23.00	\$1,150
3	8" C900 PVC Water Main	3,410	LF	\$24.00	\$81,840
4	10" C900 PVC Water Main	945	LF	\$30.00	\$28,350
5	12" C900 PVC Water Main	75	LF	\$54.00	\$4,050
6	Single Short Service	6	EA	\$600.00	\$3,600
7	Single Long Service	3	EA	\$675.00	\$2,025
8	Double Short Service	20	EA	\$825.00	\$16,500
9	Double Long Service	21	EA	\$925.00	\$19,425
10	8" TEE	4	EA	\$628.81	\$2,515
11	8" 45 Bend	6	EA	\$494.50	\$2,967
12	10" 90 Bend	1	EA	\$530.96	\$531
13	8" x 2" Reducer	1	EA	\$346.06	\$346
14	8" x 6" TEE	2	EA	\$600.00	\$1,200
15	12" x 8" TEE	1	EA	\$1,082.83	\$1,083
16	8" Gate Valve	6	EA	\$1,891.40	\$11,348
17	12" Gate Valve	1	EA	\$2,815.00	\$2,815
18	2" Blow Off	1	EA	\$1,250.00	\$1,250
19	Fire Hydrant	3	EA	\$4,100.00	\$12,300
20	Pressure Test	4,380	LS	\$3.00	\$13,140
21	Sample Points	3	EA	\$350.00	\$1,050
	Subtotal Water				\$216,285
OFFSITE FORCEMAIN UPGRADES (PER DEVELOPERS AGREEMENT)					
1	Upgrades to offsite FM at Kossik and US 301 per DA	1	LS	\$61,268.00	\$61,268
	Subtotal Offsite Forcemain Upgrades per DA				\$61,268
RETENTION POND					
1	Pond Excavation	1	LS	\$30,000.00	\$30,000
2	Sod Pond Slopes	42,613	SF	\$0.30	\$12,784
	Subtotal Retention Pond				\$42,784
				Subtotal Page 3	\$320,337

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Opinion of Probable Construction Cost



**CORNELISON
ENGINEERING &
DESIGN, INC.**

7810 Gall Boulevard #409
Zephyrhills, Florida 33541
Phone: (813) 788-7835

Type of Estimate: Bond
Take-Off By: DGP&S
Estimated By: CLC

Engineer's Project No.	<u>2201001</u>
Project:	<u>Trotters Crossing</u>
Part:	<u>Maintenance Bond</u>
Date:	<u>2/1/2024</u>

Total Pages 1 through 3 \$2,591,462

Maintenance Bond Multiplier 15%

Bond total \$388,719

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

**This item has been digitally signed and sealed by Craig L.
Cornelison, PE. On 02/01/2024.**

**Printed copies of this document are not considered signed and
signature must be verified on any electronic copies.**

MAINTENANCE BOND

BY THIS BOND WE, **AMH Development, LLC**, as PRINCIPAL and, **Travelers Casualty and Surety Company of America** 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 \$ **388,719.00** 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 **Trotters Crossing**, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, or dedicated roads, drainage, sewer and water 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 March 6, 2024

WITNESS AS TO PRINCIPAL:


Joe Gutuso

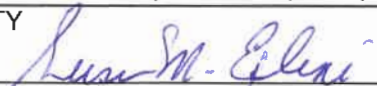
PRINCIPAL **AMH Development, LLC** (Seal)

BY: 
BRAD EDWARDS

WITNESS AS TO SURETY:


Dennis Decker

Travelers Casualty and Surety Company of America
SURETY

BY: 
Susan M. Exline, Attorney-In-Fact

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

CITY OF
ZEPHYRHILLS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco)

On MARCH 6, 2024 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Susan M. Exline,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

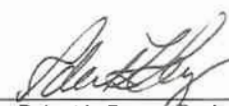
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan M Exline** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

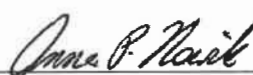
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **March**, **2024**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SUSAN EXLINE

License Number : W067482

Non Resident Insurance License

• 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

10/14/2011

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

Argentine Group Proposal

Name: American Homes 4 Rent
Date: June 30, 2023
Site Address: Trotter's Crossing : US 301 & Phelps Road Zephyrhills, FL 33541
Estimate Number:
Job Description: Base Landscape Installation
Email: joe@argentinegroup.com



Demolition, Preparation and Grading

<i>Demolition, grading, scraping and preparation are NOT included in proposal.</i>	\$	-
<i>Application of pre-emergent herbicide is NOT included in proposal.</i>	\$	-
Demolition, Preparation and Grading Subtotal:	\$	-

Irrigation

	Automatic Irrigation System	\$	72,386.75
Description	Installation of automatic in-ground irrigation system to include:	\$	67,921.15
	- Bubblers on all trees		
	- Drip irrigation for shrub areas		
	- Hunter 2 wire timer sized as needed (Power to be provided by others)		
	- Valves, piping & wiring		
	Irrigation permit plans & permitting services	\$	4,465.60
	<i>Irrigation of Sod/Groundcover Areas is NOT included in proposal. (TBD)</i>	\$	-
	Irrigation Subtotal:	\$	72,386.75

Plants

Trees			
37	Bald Cypress	Taxodium distichum	45 Gal. 12' Ht x 5' Spd, 3" Caliper
			\$ 15,050.72
24	Red Maple	Acer rubrum	45 Gal. 12' Ht x 5' Spd, 3" Caliper
			\$ 12,733.86
33	Live Oak	Quercus virginiana	45 Gal. 12' Ht x 5' Spd, 3" Caliper
			\$ 16,049.98
16	Sycamore	Plantanus occidentalis	45 Gal. 12' Ht x 5' Spd, 3" Caliper
			\$ 7,640.32
18	Live Oak	Quercus virginiana	30 Gal. 10' Ht x 4' Spd, 30 Gallon, 2" Caliper
			\$ 5,252.72
51	Sweetgum	Liquidambar styraciflua	30 Gal. 10' Ht x 4' Spd, 30 Gallon, 2" Caliper
			\$ 13,529.73
23	Red Maple	Acer rubrum	30 Gal. 10' Ht x 4' Spd, 30 Gallon, 2" Caliper
			\$ 5,084.70
18	River Birch	Betula nigra 'BNMTF'	30 Gal. 10' Ht x 4' Spd, 30 Gallon, 2" Caliper
			\$ 5,571.07
18	Winged Elm	Ulmus alata	15 Gal. 6' Ht, 15 Gallon, 1" Caliper
			\$ 2,387.60
99	Slash Pine	Pinus elliottii	15 Gal. 6' Ht, 15 Gallon, 1" Caliper
			\$ 11,380.89
45	Red Cedar	Juniperus silicicola	15 Gal. 5' Ht, 15 Gallon, 1" Caliper
			\$ 3,979.33
220	Staking of all	30 Gal./2" Cal. + trees per plan (please notify Argentine Group if dowel staking is preferred)	\$ 14,657.97
340	Labor & equipment to unload and install		\$ 29,651.37
Shrubs & Groundcover			
196	Wax Myrtle	Myrica cerifera	3 Gal. 24" Ht x 24" Spd, 3 Gallon
			\$ 1,733.22
199	Simpson's Stopper	Myricanthes fragrans	3 Gal. 18" Ht x 18" Spd, 3 Gallon
			\$ 1,759.75
372	Fakahatchee Grass	Tripsacum dactyloides	3 Gal. 24" Ht x 24" Spd, 3 Gallon
			\$ 3,289.58
173	Muhly Grass	Muhlenbergia capillaris	3 Gal. 24" Ht x 24" Spd, 3 Gallon
			\$ 1,529.83
70	Labor & equipment to unload and install		\$ 6,104.69
Freight			
1	Freight, delivery to site		\$ 3,049.30
		\$	3,049.30
	Plants Subtotal:	\$	160,436.63

Argentine Group Proposal

Sod and Mulch

Description	Mulch: Planting Beds & Tree Rings South of Retaining Wall	\$	9,320.00
	(140) cubic yards of Mini Pine Bark Mulch - (15,025) sf coverage, furnished and installed	\$	9,320.00
Description	Mulch: Planting beds in Conservation Easement	\$	15,921.88
	(1,175) bales of Pine Straw - (48,901) sf coverage, furnished and installed	\$	15,921.88
Sod/Hydroseeding is NOT included in proposal. (TBD)		\$	-
Sod and Mulch Subtotal:		\$	25,241.88

Accessories

Description	Fertilization is NOT included in proposal.	\$	-	\$	-
	Landscape maintenance is NOT included in proposal.	\$	-	\$	-
Accessories Subtotal:		\$	-		



Total Project Cost: \$ 258,065.26

Customer Signature: _____

DocuSigned by:
Brad Edwards
4888ED8D2179438...

PERFORMANCE BOND

BY THIS BOND, WE, **AMH Development, LLC**, as PRINCIPAL, and **Travelers Casualty and Surety Company of America**, as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$322,581.58 THREE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED EIGHTY ONE AND 58/100 Dollars, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Trotters Crossing and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, landscaping and vegetation.

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, landscaping and vegetation improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within one (1) year after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall provide a certificate of substantial completion once all landscaping is in place to the Planning Dept. at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of

Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 18th day of March, 2024

Witness: Marilyn Jay

Witness: Dennis Decker

AMH Development, LLC

PRINCIPAL _____ (Seal)

By [Signature]

Travelers Casualty and Surety Company of America
SURETY _____ (Seal)

By [Signature]

Susan M. Exline, Attorney-In-Fact

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



TRINA JOHNSON
Notary Public
State of Florida
Comm# HH402567
Expires 5/24/2027

CITY OF
ZEPHYRHILLS



TRINA JOHNSON
Notary Public
State of Florida
Comm# HH402567
Expires 5/24/2027

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On MARCH 18, 2024 before me, Janet C. Rojo, Notary Public
(insert name and title of the officer)

personally appeared Susan M. Exline,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Janet C. Rojo

(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan M Exline** of **WALNUT CREEK, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

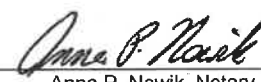
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **March**, 2024.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SUSAN EXLINE

License Number : W067482

Non Resident Insurance License

● 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

10/14/2011

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

- Conservation Easement (requires Council execution)

When Recorded Return To:
American Homes 4 Rent
280 Pilot Road
Las Vegas, Nevada 89119

PERPETUAL DEED OF CONSERVATION EASEMENT

THIS DEED OF PERPETUAL CONSERVATION EASEMENT (this "Conservation Easement"), is entered into between **TROTTERS CROSSING HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 280 Pilot Road, Las Vegas, NV 89119, hereinafter referred to as "Grantor," and **THE CITY OF ZEPHYRHILLS, FLORIDA**, a political subdivision of the State of Florida, acting by and through its City Council, the governing body, whose address is 5335 8th Street, Zephyrhills, Florida 33542, hereinafter referred to as "Grantee." As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Protected Prop-erty" (as hereinafter defined), and the term "Grantee" shall include any successors or assigns of Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the certain real property lying and being situated in Zephyrhills, Pasco County, Florida (the "Real Property"), which Real Property is depicted on the Plat more specifically described in Exhibit "A" attached hereto (the "Plat");

WHEREAS, an affiliate of Grantor intends to construct a residential subdivision development on the Real Property (the "Project"); and

WHEREAS, as a condition to approving the development of the Project and the recordation of the Plat, Grantee requires that the portion of the Real Property, identified as Tract "C-1" on the Plat and more particularly described in Exhibit "B" attached hereto (the "Protected Property"), be preserved as "uplands" through a conservation easement dedicated to Grantee; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic, and special character of the Protected Property and have the common purpose of conserving that certain natural, scenic, and special character of the Protected Property by conveyance to Grantee of a perpetual conservation ease-ment on, under, over, and across the Protected Property, which shall act to conserve and protect the natural, scenic, and special character of the Protected Property; it further being the intent of the parties to conserve and protect the ecological and hydrological integrity, present use, and animal and plant pop-ulations on the Protected Property, and to prohibit certain further development activity on the Protected Property; and

NOW, THEREFORE, Grantor, in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, create, bargain, sell, and convey to Grantee and its successors and assigns a perpetual conservation easement on, under, over, and across the Protected Property for the purposes as set forth herein, which shall run with the land and be binding upon the Grantor and shall remain in full force and effect forever.

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and their personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF EASEMENT

In addition to the recitations stated above, that are incorporated into and made a part of this Conservation Easement, the purpose of this Conservation Easement is to prohibit development on the Protected Property and protect and preserve, in perpetuity, the conservation values including the natural, scenic, and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life of the Protected Property. Specifically, the purposes of this Conservation Easement are to protect:

- Land that is considered uplands;
- Fish, wildlife, plants, and associated habitat; and
- Drainage.

Grantor intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purposes of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement.

- A. The right to preserve and protect the conservation values of the Protected Property.
- B. All future residential, commercial, industrial, and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved by Grantor in this Conservation Easement or existing development orders. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Protected Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, regulations or ordinances controlling land use and building density, except as approved pursuant to existing development orders. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Protected Property from other property.

Notwithstanding the foregoing or anything to the contrary set forth above, nothing herein shall limit the right to develop other land within the Project at the density/intensity approved pursuant to existing development orders.

- C. The right to enter upon and inspect the Protected Property at reasonable times with any necessary equipment or vehicle to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided Grantee notifies Grantor twenty-four (24) hours in advance of such entry,

and Grantee shall not unreasonably interfere with the rights and uses of the Protected Property retained by Grantor.

- D. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent or enjoin any activity on or use of the Protected Property that is inconsistent with the purpose or provisions of this Conservation Easement and to require and enforce the restoration of or to restore such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Grantor shall provide access to Grantee for these purposes. Grantee shall provide a 30-day notice to the Grantor to remediate conditions that are inconsistent with this Conservation Easement. Prior to the Grantee Proceeding at Law or in equity to enforce the requirements of this Conservation Easement.
- E. The right to proceed at law or in equity to enforce the requirements of this Conservation Easement that the Protected Property be maintained in its natural state as the Protected Property may develop through the forces of nature hereafter, except as may be required for mitigation construction, monitoring and maintenance, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to Grantee, as described in this Conservation Easement.
- F. The right to restore and/or manage habitat to benefit wildlife.
- G. Nothing contained in this Conservation Easement shall be construed to authorize Grantee to bring any enforcement action against Grantor for any injury to or change in the Protected Property resulting from 1) natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, 2) activities outside of the Protected Property inconsistent with this Conservation Easement.

ARTICLE IV. PROHIBITED USES

The Protected Property shall be maintained in its natural, scenic, rural and open condition and restricted from any activity, development or use that would impair or interfere with the conservation purposes of this Conservation Easement. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted:

- A. **Construction.** Except as otherwise specifically provided herein, there shall be no construction of or the placing of temporary or permanent buildings, mobile homes, roads, signs, billboards, or other advertising, or other structures on or above the ground. Grantor shall have the right to:
 - 1. Maintain any and all buildings, structures, improvements, roads, fences, ponds, and drainage ditches ("Existing Uses") hereinafter, subject to obtaining all consents or permits required by law. The Grantor shall not have the right to expand these Existing Uses without consent of the Grantee.
 - 2. Construct and maintain signs, roads, fences, or other structures or buildings (and all utilities required to support such) necessary for activities not prohibited by this Conservation Easement, subject to obtaining consent from Grantee, permits required by law, compliance with applicable law.
 - 3. The distance between signs of any type shall be consistent with applicable governmental ordinances or regulations enacted by the City of Zephyrhills, and sign numbering and design shall not significantly diminish the scenic character of the protected property. The purpose of said sign numbering is to control unauthorized entry or use, or to post permissible recreation uses.

- B. **Hunting and Fishing.** No hunting and fishing shall be allowed on the Protected Property. Grantor shall post hunting prohibition signs on property boundary consistent with the City of Zephyrhills Sign Ordinance.
- C. **Subdivision of the Protected Property.** The Protected Property shall not be divided or subdivided into any smaller tracts or parcels of property. In the event of such division in violation of this provision, the Grantee shall not be legally required to recognize such division and may continue to hold the Grantor responsible and liable for any violations of the Conservation Easement terms.
- D. **Dumping.** Except as otherwise specifically authorized herein, there shall be no dumping of any kind or placing of soil or other substance or material, trash, waste, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9061-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereafter collectively referred to as "Contaminants") on the Protected Property. No deposit of household, agricultural, or animal wastes shall take place on the Protected Property.
- E. **Mining.** There shall be no exploration for or extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, soil or other material, except as reasonably necessary for the construction activities permitted in Paragraph A above.
- F. **Retention of Land and Water Areas.** Subject to Grantor's reserved rights under Article V, the Protected Property shall remain uplands. Acts or uses detrimental to such retention of land are prohibited.
- G. **Wetland/Cypress & Upland Harvesting.** No live cypress shall be harvested at any time. There shall be no timber harvesting in native uplands. Removing or destroying trees, shrubs, or other vegetation is prohibited, except as reasonably necessary for mitigation construction, monitoring or maintenance, including removal of nuisance or exotic vegetation.
- H. **Commercial and Industrial Use.** Commercial, residential or industrial activity and ingress, egress, or other passage across or upon the Protected Property in connection with any commercial or industrial activity or residential subdivisions on the Protected Property, is prohibited except as may be incidental to the exercise of Grantor's Reserved Rights.
- I. **Waters, Hydrology, and Fish and Wildlife Habitat Preservation.** Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation are prohibited unless otherwise specifically provided for in this Conservation Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property which would be detrimental to water purity or which could alter natural water level or flow in or over the Protected Property. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to permitted uses on the Protected Property, subject to legally required permits and regulations.

- J. **Exotics.** There shall be no planting or release of non-indigenous invasive aquatic and terrestrial invasive species. Grantor shall conduct sufficient management and control to remove Brazilian Pepper, Chinese Tallow and Primrose Willow. Grantor shall make all reasonable efforts to reduce or eliminate the occurrence of non-indigenous invasive aquatic and terrestrial species to the extent practicable and economically feasible, such as Japanese and Old World climbing fern, skunk vine, tropical soda apple, cogon grass, torpedo grass, Australian pine, water hyacinth, hydrilla, air potato, Chinese tallow, water lettuce, kudzu, and any other non-indigenous species identified by Grantee's staff during any inspections conducted to determine compliance with the terms and conditions of this Conservation Easement. Grantee may assist in removal efforts, and Grantor shall provide access for such activities. For purposes of this Conservation Easement, pasture grasses shall not be considered a non-indigenous species.
- K. **Pesticides/Herbicides/Fertilizers.** Agricultural chemicals used by Grantor including fertilizers, pesticides, and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Conservation Easement, and provided that such chemicals shall be applied by non-aerial means. It is further required that the use of such chemicals shall be in compliance with the manufacturer's label instructions and State and Federal law and conducted in such a manner as to minimize adverse environmental effects on the Protected Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee.
- L. **Archaeological, Cultural, or Historic Sites.** Grantor shall take no action that will materially and negatively impact or damage any sites of archaeological, cultural, or historical significance, when any such sites have been specifically identified as such by any United States or State of Florida government entity, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction thereover.

ARTICLE V. RESERVED RIGHTS

Grantor reserves to itself, its successors, lessees, invitees or contractors, and assigns the following rights with regard to the Protected Property.

- A. **Right of Exclusive Use.** To perform any act not prohibited or restricted by this Conservation Easement, including without limitation, the right of exclusive use, possession and enjoyment of the Protected Property, including all rights as fee owner of the Protected Property to use the Protected Property for all purposes not inconsistent with this Conservation Easement.
- B. **Transfer of Rights.** To give, sell, assign, lease, mortgage, or otherwise transfer the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this Conservation Easement. In the event the Grantor divests its interests in the Protected Property with a third party, the third party shall be informed of the enforcement rights granted herein. In the event Grantor should mortgage the Protected Property, the mortgage will be required to be placed against all of the Protected Property as a whole, and no partial release provisions shall be effective or enforceable as to this Conservation Easement. Any future mortgages shall be subordinate to this Conservation Easement.
- C. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Protected Property, including the right to engage in uses of the Protected Property that are not prohibited herein, existing development orders, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement are:

1. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as boardwalks, paved or mulched walking trails, bicycle paths, and observation platforms. Grantor shall submit plans for the construction of the proposed facilities to the Grantee, the Corps, and the District for review and approval prior to construction. All facilities and improvements shall be maintained utilizing Best Management Practices.
 2. The construction and use of the approved passive recreational facilities shall require that the Grantor minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Protected Property and to avoid materially diverting the direction of the natural surface water flow in such area to the fullest extent practicable.
- D. **Lighting.** Street and other types of light fixtures are allowed adjacent to the Protected Property provided that said fixtures are focused away from the Property and light spill over is nonexistent or minimized to the greatest extent possible through design and/or technology and otherwise complies with the requirements of existing development orders and/or ordinances enacted by the City of Zephyrhills ("Ordinances"), whichever is more restrictive. Lighting located within the Protected Property that is necessary for the exercise of the Grantor's reserved right of passive recreational facilities is allowed to the extent that said lighting and associated glare is minimized to the greatest extent possible through design and/or technology and otherwise complies with the requirements of existing development orders and/or Ordinances, whichever is more restrictive.
- E. **Water.** Grantor may take action necessary to preserve water levels, preserve the natural purity of the water, and prevent the erosion of any slope or shoreline on the Protected Property, subject to regulatory approval. No sale of water rights shall be permitted on any portion of the Protected Property.
- F. **Other Lands.** Grantor reserves the right to develop, construct, repair and maintain other lands within the Project as provided for under applicable development orders. Nothing contained in this Conservation Easement shall limit the right to develop, construct, repair, and maintain other lands within the Project with uses approved pursuant to existing development orders at the density/intensity permitted therein.
- G. **Permits and Approvals.** Grantor reserves the right to conduct all activities in the Protected Property as are authorized and/or required to be conducted pursuant to applicable development orders.
- H. **Emergency Action.** In response to natural disaster, environmental hazards or threats to human safety, Grantor may take emergency action to preserve and protect Grantor's rights therein.

ARTICLE VI. MISCELLANEOUS TERMS

- A. **Grantor's Property Maintenance.** Grantor agrees to maintain the Protected Property in the state and condition in which it exists as of the date of the execution of this Conservation Easement as the Protected Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's reserved rights, and the rights granted to Grantee, as described in this Conservation Easement. Removal of nuisance or invasive plant or animal species is not prohibited by this Conservation Easement, if the methods used do not impair the ecological integrity of the Conservation Easement.
- B. **Grantee's Liability.** Grantee shall not be responsible for any costs or liabilities related to operating, upkeep, or maintenance of the Protected Property. Grantor will assume all liability for any injury or

damage to the person or property of third parties, which may occur on the Protected Property, to the extent arising from Grantor's ownership of the Protected Property.

- C. **Property Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Protected Property. Grantor shall keep the payment of taxes and assessments on the Protected Property current and shall not allow any lien superior to this Conservation Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Protected Property, which shall automatically relate back to the recording date of this Conservation Easement.
- D. **Indemnification.** Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all liability, loss, damage, expense, judgment or claim (including claims for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Protected Property or the use or activities of Grantor's agents, guests, lessees or invitees on the Protected Property. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

To the extent allowed by law pursuant to Section 768.28, Florida Statutes, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liability, loss, damage, expense, judgment or claim (including claims for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantee's use of or activities on the Protected Property of the use or activities of Grantee's agents, guests, lessees or invitees on the Protected Property. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

- E. **Monitoring.** Grantor shall assist Grantee in the monitoring and enforcement of the terms and conditions of this Conservation Easement. The Grantee and its agents, employees, and assigns may enter upon, over and across the Protected Property, to inspect it for the purpose of ensuring compliance with the terms and conditions of this Conservation Easement, so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor.
- F. **Written Notices.** Any notice, consent, demand, request, or communication hereunder shall be in writing and shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor at TROTTERS CROSSING HOME-OWNERS ASSOCIATION, INC., 280 Pilot Road, Las Vegas, NV 89119, or to Grantee's Planning Department at 5335 8th Street, Zephyrhills, FL 33542. Any notice, consent, demand, request, or communication hereunder shall be deemed properly given if sent by United States Certified Mail, return receipt requested, and addressed to the appropriate party or successor-in-interest.
- G. **No Waiver.** No waiver of any provision of this Conservation Easement shall be effective unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver. Any such waivers shall not be contrary to the conservation purposes of this Conservation Easement.

- H. **Severability.** A determination that any provision of this Conservation Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Conservation Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.
- I. **Assignment.** Grantee will hold the Conservation Easement exclusively for conservation purposes consistent with Article II, and the provisions of this Conservation Easement. Grantee will not assign its rights and obligations under the Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
- J. **Entire Agreement.** This Conservation Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the parties and shall not be changed, altered, or modified, except by a written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be recorded in the public records of Pasco County.
- K. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, F.S. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- L. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Pasco County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
- M. **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.
- N. **Grantee's Discretion.** Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of the Conservation Easement.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with the Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Protected Property.

Grantor hereby covenants with said Grantee that the Protected Property is free and clear of all encumbrances that are inconsistent with the terms of the Conservation Easement; and all mortgages and liens have been subordinated to this Conservation Easement; that Grantor has good right and lawful

authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties or their lawful representatives of the parties hereto have caused this Instrument to be executed the day and year indicated below:

TROTTERS CROSSING HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Signature of Witness #1

By: _____
Name: _____
Its: _____

Typed/Printed Name of Witness #1

Signature of Witness #2

By: _____

Typed/Printed Name of Witness #2

ACKNOWLEDGMENT

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of TROTTERS CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed, or stamped)

Commission No. _____

My Commission Expires: _____

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed in its name and its corporate seal to be affixed, by its proper officers thereunto duly authorized, and the GRANTEE, acting by and through its City Council, has caused this instrument to be executed in its name by the President of the City Council, its seal hereunto affixed and attested by the Clerk of said City Council, made and entered into this 22nd day of April 2024.

[SEAL]

CITY COUNCIL, CITY OF ZEPHYRHILLS,
FLORIDA

ATTEST:

BY: _____ BY: _____
LORI L. HILLMAN, CLERK KENNETH M. BURGESS, JR., PRESIDENT

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
LEGAL COUNSEL ON BEHALF OF ZEPHYRHILLS, FLORIDA

Matthew E. Maggard, City Attorney

EXHIBIT A

Real Property

TROTTERS CROSSING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____,
PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

EXHIBIT B

Protected Property

A parcel of land lying within Section 27, Township 25 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northwest corner of FLORIDA VILLAS, according to the map or plat thereof as recorded in Map Book 16, Page 16, public records of Pasco County, Florida; thence N.00°13'03"E., to the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 13.34 feet; thence N.89°57'40"W., along said North boundary, a distance of 60.95 feet for a POINT OF BEGINNING; thence S.00°17'05"W., a distance of 274.09 feet; thence S.89°59'12"W., a distance of 1,262.17 feet to the West boundary of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence N.00°09'20"E., along said West boundary, a distance of 275.24 feet to the aforementioned North boundary; thence along said North boundary, the following two (2) courses: (1) S.89°57'40"E., a distance of 664.11 feet; (2) S.89°57'40"E., a distance of 598.68 feet to the POINT OF BEGINNING.

Containing 7.96 acres, more or less.

- Subdivider's Agreements (requires Council execution)

SUBDIVIDER'S AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between AMH Development, LLC hereinafter referred to as "Subdivider," _____, hereinafter referred to as "Owner", and the City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as "City."

Witnesseth

WHEREAS, the City Council of the City of Zephyrhills has established a Land Development Code, hereinafter referred to as the LDC, pursuant to authority contained in Chapters 125, 163 and 177 , Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the incorporated areas of the City of Zephyrhills; and

WHEREAS, the Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications and other information relating to construction, of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the City; and

WHEREAS, the Subdivider will build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the City to accept the improvements for performance and maintenance as listed below and identified as applicable to this project:

1. Paving
2. Storm Drainage
3. Sanitary Gravity Sewer System
4. Sanitary Sewer Distribution System
5. Water Mains/Services

WHEREAS, the City requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

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

1. The terms, conditions and regulations contained in the City of Zephyrhills LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Trotters Crossing 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 said improvements for maintenance by the City. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the City.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the City an instrument ensuring the performance of the obligations

described in paragraph 2, above, specifically identified as:

- a. A Certificate of Completion, Dated XX X, 2021,
- b. A Maintenance Bond No. 107873054, Dated 03/06/2024,
With **AMH Development, LLC** Principal,
Travelers Casualty and Surety Company of America as Surety

Copies of said letters of credit, bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective 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.
5. The City agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities 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.
6. The City agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the 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 improvement facilities.
7. 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 will remain in full force and effect.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this
_____ day of _____, 20____.

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

SUBDIVIDER: AMH Development, LLC

By: Brad Edwards
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses))

BRAD EDWARDS
Name (typed, printed or stamped)

V.P. LAND DEVELOPMENT
Title

10 MANSELL CT, SUITE 400
Address of Signer ROSWELL, GA 30076

404.434.5424
Phone Number of Signer

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

OWNER: _____

By: Brad Edwards
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses))

BRAD EDWARDS
Name (typed, printed or stamped)

V.P. LAND DEVELOPMENT
Title

10 MANSELL CT, SUITE 400
Address of Signer ROSWELL, GA 30076

404.434.5424
Phone Number of Signer

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Lori L. Hillman, City Clerk

By: _____
Kenneth M. Burgess, Jr., City Council President

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Matthew E. Maggard, City Attorney

SUBDIVIDER'S AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between AMH Development, LLC hereinafter referred to as "Subdivider," _____, hereinafter referred to as "Owner", and the City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as "City."

Witnesseth

WHEREAS, the City Council of the City of Zephyrhills has established a Land Development Code, hereinafter referred to as the LDC, pursuant to authority contained in Chapters 125, 163 and 177 , Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the incorporated areas of the City of Zephyrhills; and

WHEREAS, the Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications and other information relating to construction, of, landscaping and vegetation as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the City; and

WHEREAS, the Subdivider will build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the City to accept the improvements for performance and maintenance as listed below and identified as applicable to this project:

1. Landscaping

WHEREAS, the City requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

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

1. The terms, conditions and regulations contained in the City of Zephyrhills LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Trotters Crossing 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 said improvements for maintenance by the City. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the City.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the City an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:

- a. A Certificate of Completion, Dated XX X, 2021.

- b. A Maintenance Bond No. 107873064, Dated 03/18/2024,
With **AMH Development, LLC** Principal,
Travelers Casualty and Surety Company of America as Surety

Copies of said letters of credit, bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective 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.
5. The City agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities 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.
6. The City agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the 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 improvement facilities.
7. 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 will remain in full force and effect.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.



IN WITNESS WHEREOF, the parties hereto have executed these presents, this
1st day of April, 2024.

ATTEST:

Witness Signature

SUBDIVIDER: **AMH Development, LLC**

By: _____
Authorized Corporate Officer or Individual

(Sign before a Notary Public and 2 Witnesses))

Joseph GUTHUSO
Printed Name of Witness

[Signature]
Witness Signature

Michael J. Bagdanov
Printed Name of Witness

BEN MAHANY
Name (typed, printed or stamped)

VP of Construction
Title

10 Mansell Ct. E, Roswell, GA 30076
Address of Signer

404-969-9704
Phone Number of Signer

ATTEST:

[Signature]
Witness Signature

Joseph GUTHUSO
Printed Name of Witness

[Signature]
Witness Signature

Michael J. Bagdanov
Printed Name of Witness

OWNER: AMH

By: [Signature]
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses))

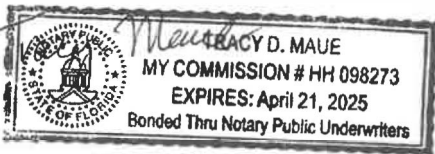
BEN MAHANY
Name (typed, printed or stamped)

VP of Construction
Title

10 Mansell Ct. E, Roswell, Ga 30076
Address of Signer

404-969-9704
Phone Number of Signer

Notary:



ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Lori L. Hillman, City Clerk

By: _____
Kenneth M. Burgess, Jr., City Council President

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Matthew E. Maggard, City Attorney

- Final Plat (Mylar requires Council execution)

TROTTERS CROSSING

BEING A REPLAT OF A PORTION OF SETHSMAN SUBDIVISION,
PLAT BOOK 3, PAGE 112

SECTION 27, TOWNSHIP 25 SOUTH, RANGE 21 EAST,
CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

OWNER

AMH Development, LLC, a Delaware limited liability company
Signed, sealed and delivered in the presence of:

Brad Edwards
Vice President of Land Development
of AMH Development LLC

Witness

Print Name

Witness

Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA)
(ss:
COUNTY OF PASCO)

I hereby certify on this _____ day of _____, 2024, before me personally appeared by means of physical presence, Brad Edwards, as Vice President of Land Development of AMH Development, LLC, a Delaware limited liability company, who has executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed. Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires: _____

Notary Public, State of Florida at Large

Commission Number

CERTIFICATE OF ACCEPTANCE FOR THE OWNERS ASSOCIATION

Trotters Crossing Homeowners Association, Inc., a Florida not-for-profit corporation, hereby accepts the conveyance and maintenance responsibility as shown herein.

Brad Edwards
Vice President

Witness

Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA)
(ss:
COUNTY OF PASCO)

I hereby certify on this _____ day of _____, 2024, before me personally appeared by means of physical presence, Brad Edwards, as Vice President, of Trotters Crossing Homeowners Association, Inc., a Florida not for profit corporation, (_____) personally known to me or (_____) who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed. Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires: _____

Notary Public, State of Florida at Large

Commission Number

PROPERTY INFORMATION

STATE OF FLORIDA)
(ss:
COUNTY OF PASCO)

We, Old Republic National Title Insurance Company, a Title Company duly licensed in the State of Florida, have completed a Property Information Report, File No. 37152-0038 and, based on said report find that the title of the property is vested in AMH Development, LLC, a Delaware limited liability company, that the current taxes have been paid, and that the property is not encumbered by any mortgages, other encumbrances or easements other than shown in that Property Information Report, File No. 37152-0038.

This the _____ day of _____, 2024.

Old Republic National Title Insurance Company

By: Sergio Osorio
Title: Senior Underwriter

DESCRIPTION:

A parcel of land lying within Section 27, Township 25 South, Range 21 East, Pasco County, Florida, also being a portion of SETHSMAN SUBDIVISION, per the map or plat recorded as recorded in Plat Book 3, Page 112, being more particularly described as follows: Beginning at the intersection of the West right-of-way line of said Section 27, a distance of 14.85 feet; thence N 89°43'48"W, a distance of 153.41 feet to the intersection of the West right-of-way line of U.S. 301 (State Road 39), per FDOT Map Section Number 1405-202 and the North right-of-way line of Phelps Road; thence S 89°52'17"W, along said North right-of-way line of Phelps Road, a distance of 429.37 feet; thence N 00°13'27"E, a distance of 319.18 feet for a POINT OF BEGINNING; thence N 89°43'48"W, a distance of 700.22 feet; thence continue N 89°43'48"W, a distance of 700.22 feet to the West boundary line of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence N 00°09'20"E, along said West boundary line, a distance of 881.62 feet to the Northwest corner of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence S 89°57'40"E, along the North boundary line of the Southwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 664.11 feet; thence continue S 89°57'40"E, a distance of 659.88 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 27; thence S 00°13'26"W, along the East boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27, a distance of 50.01 feet; thence S 89°46'37"E, a distance of 50.02 feet to the West boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence S 89°46'37"E, a distance of 438.50 feet; thence S 00°17'03"W, a distance of 27.01 feet to the POINT OF BEGINNING.

Containing 30.54 acres, more or less.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AMH Development, LLC, a Delaware limited liability company ("Owner"), authorized to do business in the State of Florida, hereby states and declares that it is the fee simple owner of all lands referred to as "TROTTERS CROSSING", as described in the legal description which is a part of this plat, and makes the following dedications:

- Owner hereby reserves fee title to Tract A-1 (Amenity Center Tract), Tract C-1 (Conservation Tract), Tracts D-1 (Drainage Tract), Tracts OS-1, OS-2, & OS-3 (Open Space Tracts), Tract ROW-1 (Private Right-of-Way Tract), and Tract FD-1 (Future Private Right-of-Way Tract), as shown and depicted herein for conveyance by Owner by separate instrument to the Trotters Crossing Homeowners Association, Inc. (the "Association"), subsequent to the recording of this plat. Tract A-1 (Amenity Center Tract), Tract C-1 (Conservation Tract), Tract D-1 (Drainage Tract), Tracts OS-1, OS-2 & OS-3 (Open Space Tracts), Tract ROW-1 (Private Right-of-Way Tract) and Tract FD-1 (Future Right-of-Way Tract), shall be maintained by the Owner for the purposes stated hereon until such conveyance occurs, and shall be maintained by the Association for such purposes after such conveyance.
- Owner grants a Right-of-Way Easement over and across the Southern portion of Tract FD-1, as shown hereon. This easement shall be owned and maintained by the Owner for the purposes stated hereon until conveyance by separate instrument occurs to the Trotters Crossing Homeowners Association, Inc.
- Owner does further:
 - grant, convey and dedicate to the City of Zephyrhills (the "City"), TRACT "LS-1" (Public Lift Station Site), as shown hereon, and the utility improvements and facilities located therein for purposes incidental thereto. Owner does further reserve unto itself, its successors and assigns, an easement on, over and under TRACT "LS-1" for the purpose of constructing, operating, and maintaining all utility improvements and facilities lying within or upon TRACT "LS-1" until such time as the operation and maintenance of such improvements and facilities are assumed by the City.
 - Owner grants, conveys and dedicates to the City of Zephyrhills (the "City"), a perpetual non-exclusive easement for ingress and egress over and across the Access & Utility Easements and the parking areas that may exist on the lots shown hereon, for any and all governmental purposes incidental thereto.
 - grants to the Association, its successors, assigns, or legal representatives a perpetual easement over and across all lands shown hereon as Drainage Areas, and Drainage and Access Easements for the purpose of maintaining, repairing, replacing, and accessing the stormwater drainage facilities lying therein. The Association shall operate and maintain the Drainage Facilities within the drainage easements as shown hereon and by execution of this plat, the Association accepts the grant of easement and agrees to maintain the drainage facilities therein.
 - reserves for the benefit of, and grants to the Association 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), Florida Statutes.
 - reserve unto itself, its successors, or assigns, a non-exclusive easement in common with others located within the Utility Easement over and across the front of all lots on the plat. Said non-exclusive easement is for the installation, operation, maintenance and/or replacement of communication lines including but not limited to cable television, internet access, telecommunications and bulk telecommunication services to the extent consistent with s. 177.091(28), Florida Statutes.
 - Owner 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 over and across the City's stormwater drainage facilities, as shown hereon, and all other lands shown hereon that are adjacent to 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.
 - Know all men by these presents, that grantors hereby convey to the City of Zephyrhills, a Municipal corporation, duly organized and existing under and by virtue of the constitution of the State of Florida and the laws of this state, those easements identified on this plat in perpetuity and right-of-way to survey, construct, operate, maintain, test, inspect, repair, remove, replace or abandon in place and control, utility facilities, together with all necessary appurtenances thereto in, over, upon, across, through and under the above described real property situated in the City of Zephyrhills, State of Florida. Reserving, however, to the owner, their heirs and assigns the right to utilize and enjoy the above described premises for any lawful purpose, and that the grantor shall not erect or place any building or tree on the above-described right-of-way and easement and the city shall not be liable for their removal if any are so placed.

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

Pursuant to Section 177.08(1), Florida Statutes, I hereby certify that I, or a Florida Professionally licensed Surveyor and Mapper, designed, under my direction and supervision, have performed a limited review of this plat for conformity to Chapter 177, Part 1, Florida Statutes and that this plat complies with the technical requirements of said chapter, however my review and certification does not include computations or field verification of any points or measurements.

Signed and Sealed this the _____ day of _____, 2024.

Florida Professional Surveyor and Mapper, License No. _____
State of Florida

CERTIFICATE OF APPROVAL BY CITY COUNCIL

This is to certify that on this _____ day of _____, 2024 the foregoing plat was approved to be recorded by the City Council of Zephyrhills, Florida.

ATTEST:

CLERK OF THE CIRCUIT COURT

I hereby certify that the foregoing plat has been filed in the Public Records of Pasco County, Florida on this _____ day of _____, 2024
in Plat Book _____, Page(s) _____.

Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

SURVEYORS CERTIFICATE

The undersigned, being currently licensed by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that this plat was prepared and reduced to writing under my direct supervision, and said plat complies with all survey requirements of Chapter 177, Florida Statutes, Part I.

Signed and Sealed this _____ day of _____, 2024.

D.C. Johnson & Associates, Inc.
Florida Licensed Business No. 4514

Daniel C. Johnson
Florida Professional Surveyor and Mapper No. 3653



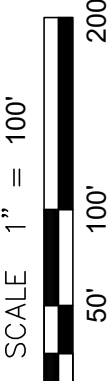
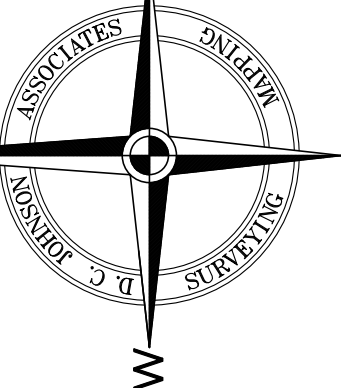
JOHNSON ASSOCIATES
SURVEYING AND MAPPING
3001 W. UNIVERSITY AVENUE, SUITE 200
TALLAHASSEE, FLORIDA 32309
TEL: 904.243.1111 FAX: 904.243.1113

TROTTERS CROSSING

PLAT BOOK 3, PAGE 112

SECTION 27, TOWNSHIP 25 SOUTH, RANGE 21 EAST,

CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA



UNPLATTED

1. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with the West boundary of the subject property as being S.00°13'26"E, Pasco County, Florida.

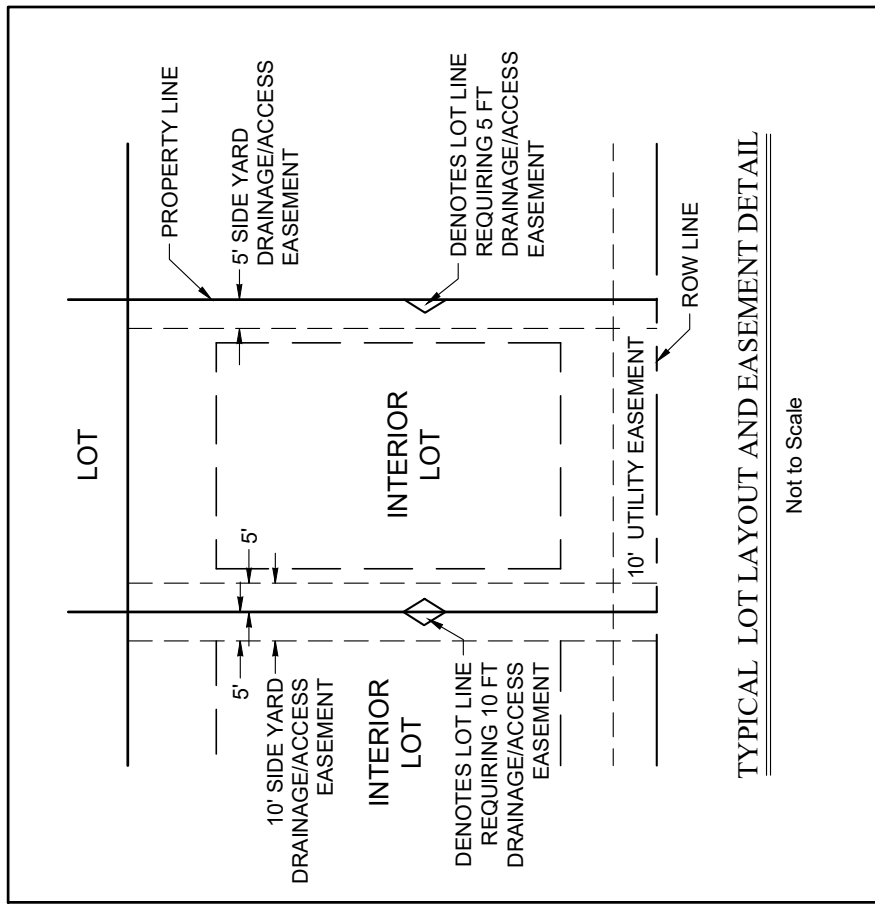
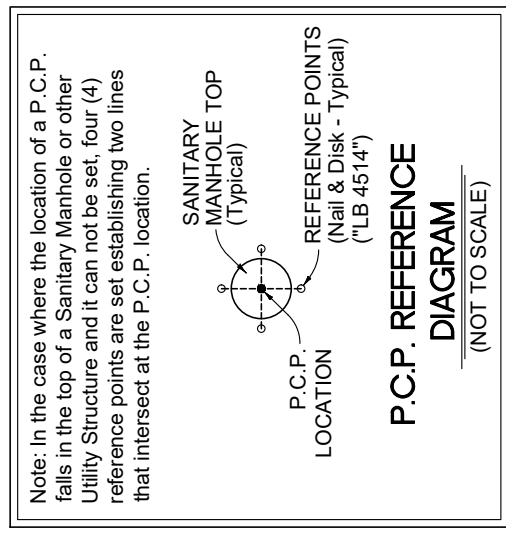
2. The coordinate values shown hereon are based on the Pasco County Primary Horizontal Control Network and were established to Third-Order Class¹ accuracy as defined by the Standards and Specifications for Geodetic Control Networks, as published by the Federal Geodetic Control Committee dated September 1984 or latest edition.

3. 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.

4. All planned utility easements will provide that such easements will 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 will interfere with the facilities and services of an electric, telephone, gas, or other public utility.

5. Curvilinear lot lines are radial unless indicated as non-radial (N/R).
6. A 5/8" capped Iron Rod Inscribed "D. C. JOHNSON LB 4514" shall be set at each lot corner, point of intersection and changes of direction of lines within the subdivision as required by Chapter 177 of the Florida Statutes within the time allotted in s. 177.091 (9).

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TRACT TABLE

**TYPICAL CLEAR SIGHT TRIANGLE
FOR ALL CORNER LOTS**

POINT OF INTERSECTION OF
THE CORNER LOT PROPERTY
LINES EXTENDED

ROAD RIGHT-OF-WAY

PROPERTY LINE

CORNER LOT

SCALE: 1" = 20'

0 5 10 20

NOTE: NOTHING ABOVE THREE AND ONE HALF FEET IN HEIGHT SHALL BE ERECTED, PLACED, OR PLANTED WITHIN THE CLEAR SIGHT TRIANGLE ON ALL CORNER LOTS.



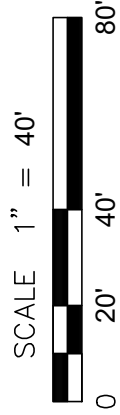
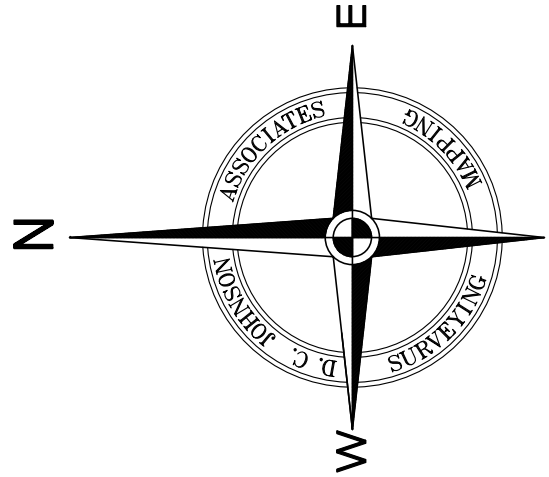
TROTTERS CROSSING

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PLAT BOOK 3, PAGE 112
SECTION 27, TOWNSHIP 25 SOUTH, RANGE 21 EAST,
CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

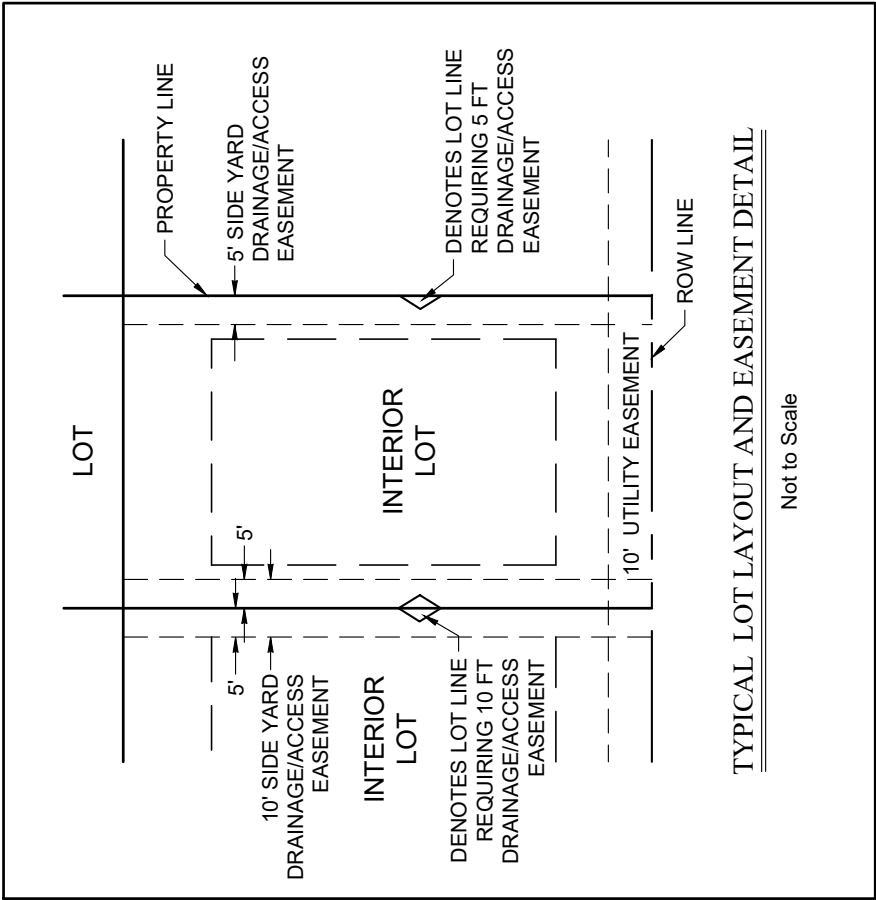
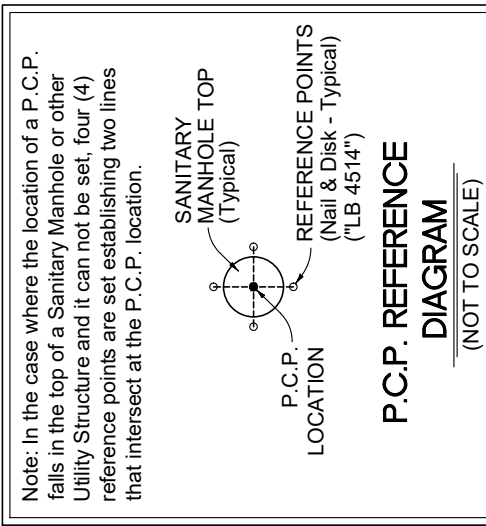
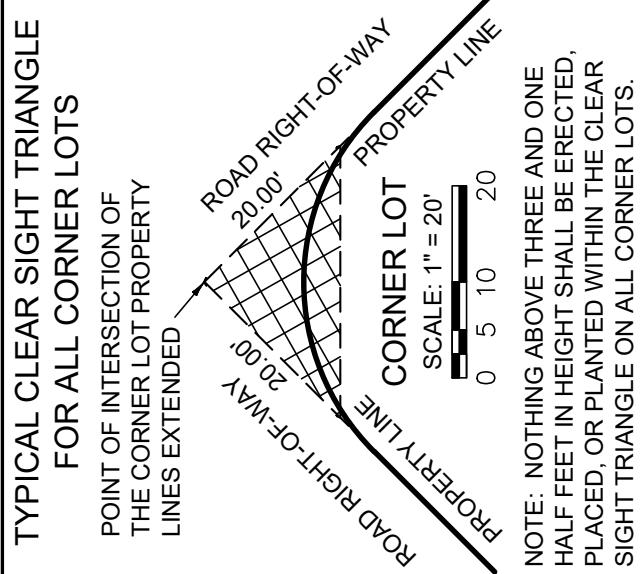
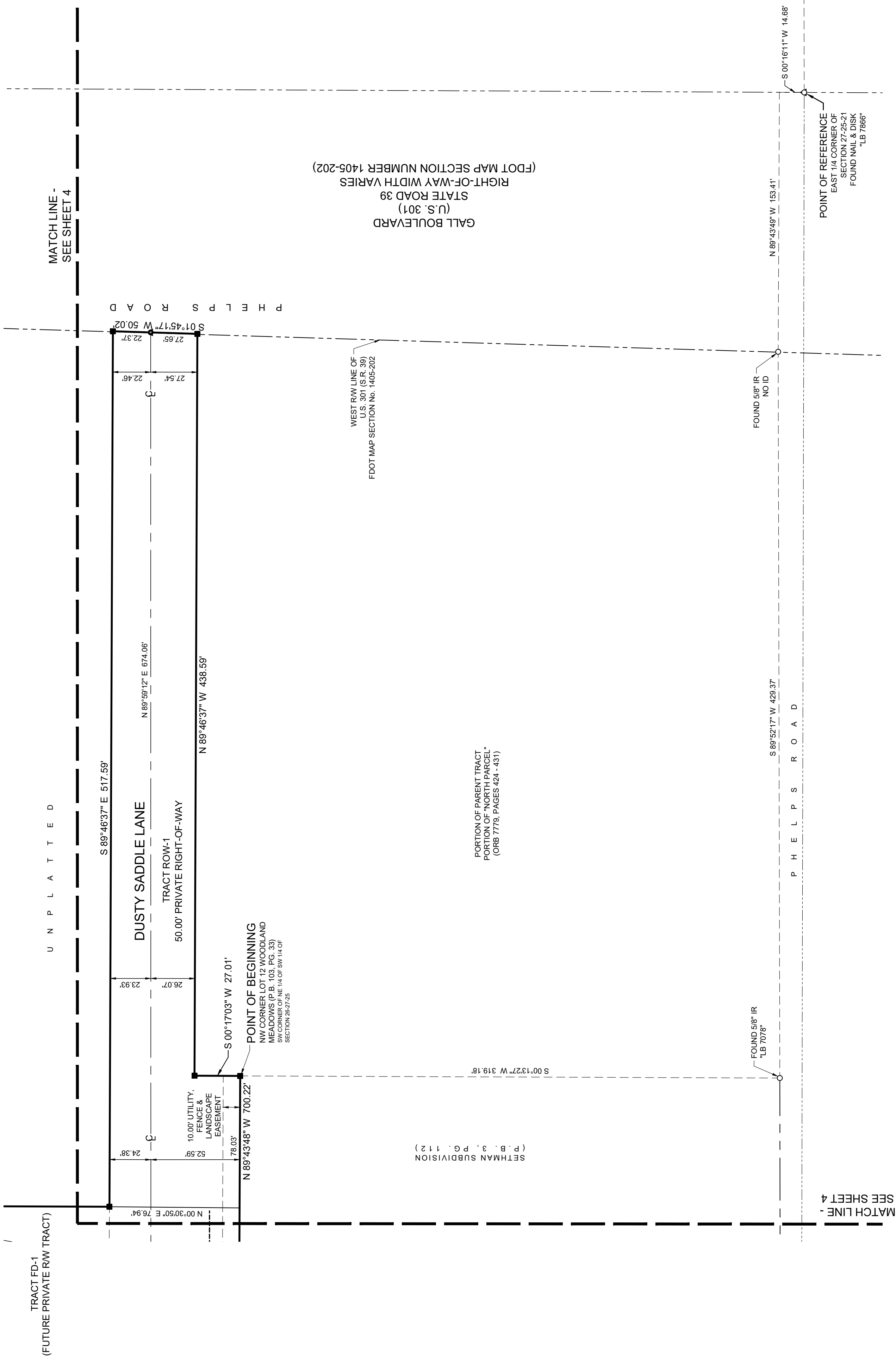
PLAT BOOK

PAGE

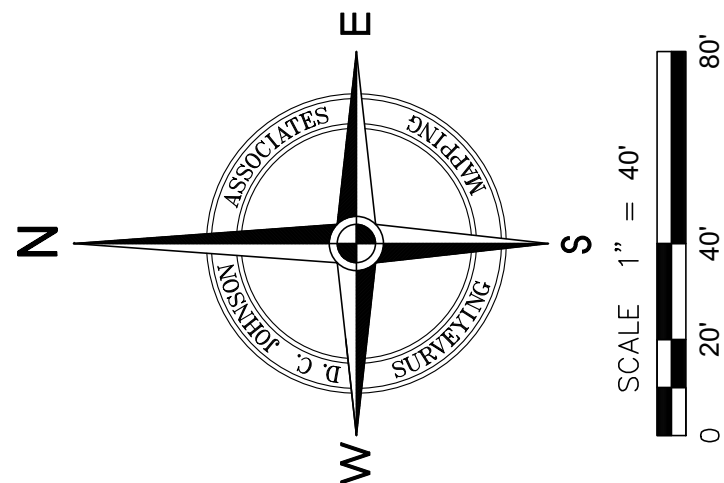
SHEET 3 OF 7



- LEGEND
- IP, IR = IRON PIPE, IRON ROD
 - CM = CONCRETE MONUMENT
 - ± L = PROPERTY LINE CENTERLINE
 - RW = RIGHT-OF-WAY
 - OR = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - PG = PAGE
 - CST = CLEAR SIGHT TRIANGLE (SEE DETAIL)
 - CCR = CERTIFIED CORNER RECORD
 - (NR) = NON-RADIAL LINE
 - = SET 5/8" IR "OC JOHNSON LB 4514"
 - = SET 5/8" CM "RW LB 4514"
 - ▲ = SET 5/8" IR "RW LB 4514"
 - △ = FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)
 - = FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
 - 6 = SHEET NUMBER



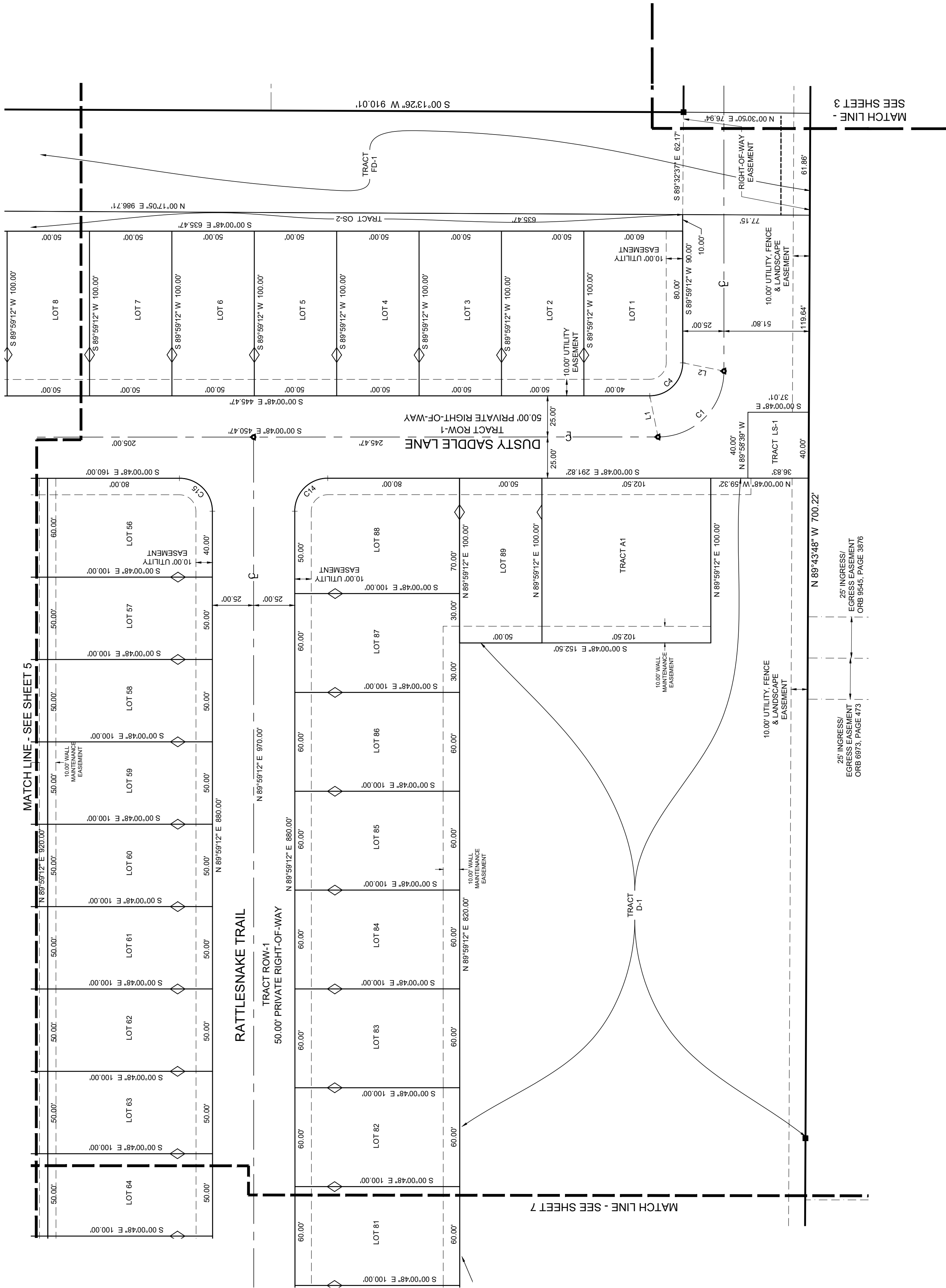
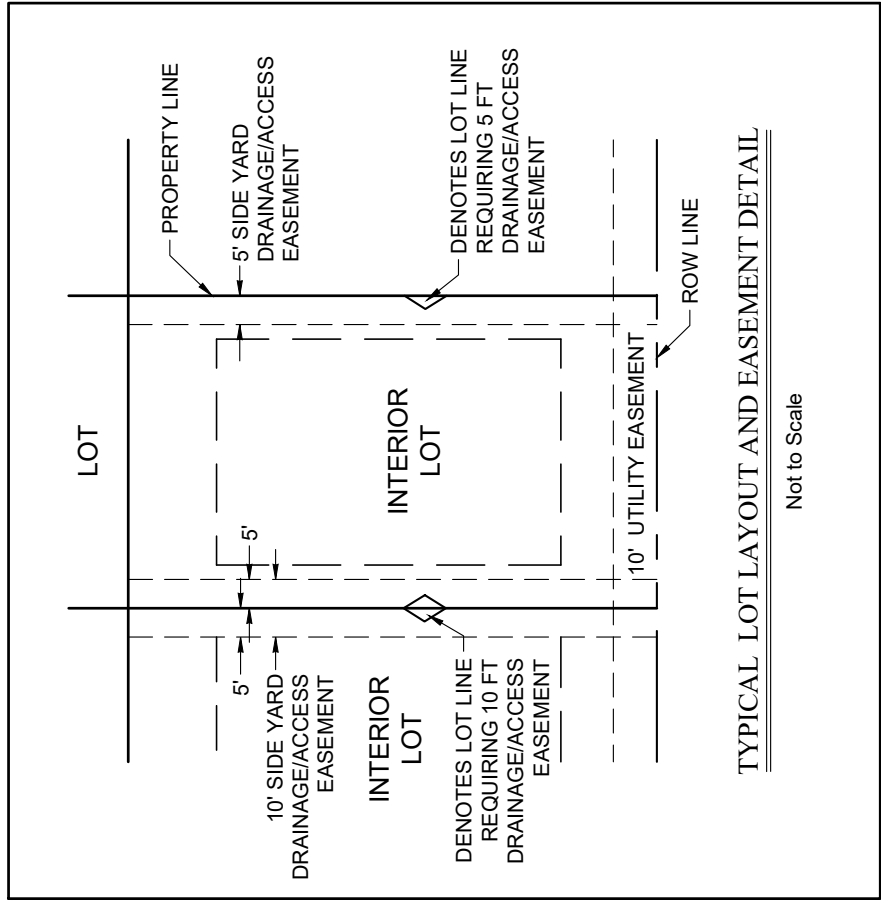
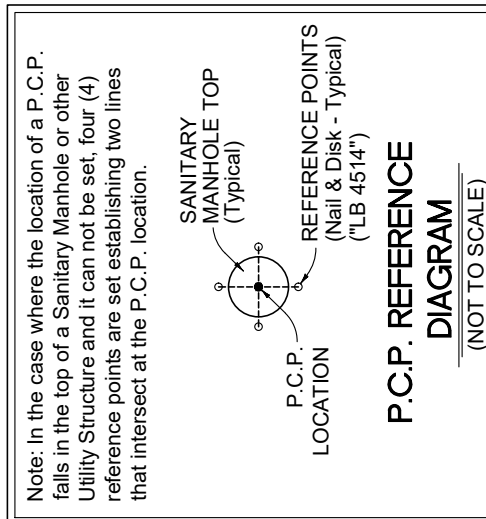
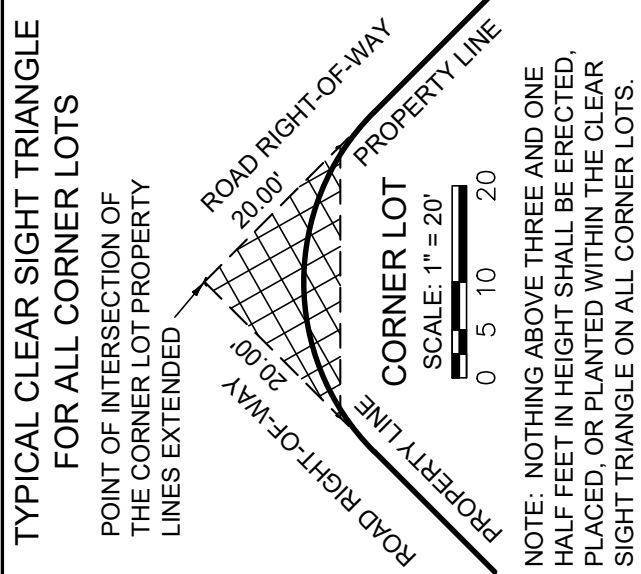
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PLAT BOOK 3, PAGE 112
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CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA



LEGEND	
IP, IR	IRON PIPE, IRON ROD
CM	CONCRETE
ℓ	PROPERTY LINE, CENTERLINE
RW	RIGHT-OF-WAY
OR	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.G.	PAGE
CST	CLEAR SIGHT TRIANGLE (SEE DETAIL)
CR	CERTIFIED CORNER RECORD
(NR)	NON-RADIAL LINE
SET 36" R/D	SET 36" R/D JOHNSON LB 4514"
SET 12" R/D	SET 12" R/D JOHNSON LB 4514"
SET NAIL & DISK	SET NAIL & DISK / "SIZE"
FOUND NAIL & DISK / "SIZE"	FOUND NAIL & DISK / "SIZE"
REGISTRATION NUMBER (AS NOTED)	REGISTRATION NUMBER (AS NOTED)
FOUND CM / (SIZE & REGISTRATION NUMBER AS NOTED)	FOUND CM / (SIZE & REGISTRATION NUMBER AS NOTED)
○	SHEET NUMBER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 78°40'36" E	25.50'
L2	N 11°17'48" E	25.50'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	62.87°	39.91'	90°16'13"	S 45°00'48" E	58.57'
C4	31.42°	20.00'	90°00'00"	S 45°00'48" E	28.28'
C14	31.42°	20.00'	90°00'00"	N 45°00'48" W	28.28'
C15	31.42°	20.00'	90°00'00"	N 44°59'12" E	28.28'

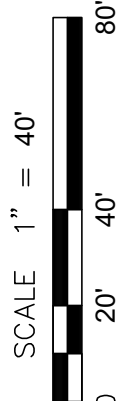
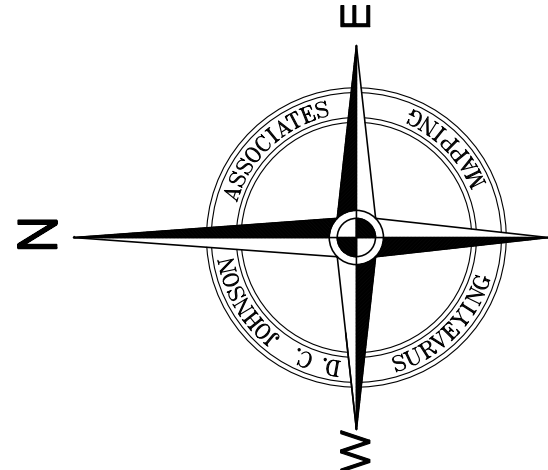


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PLAT BOOK

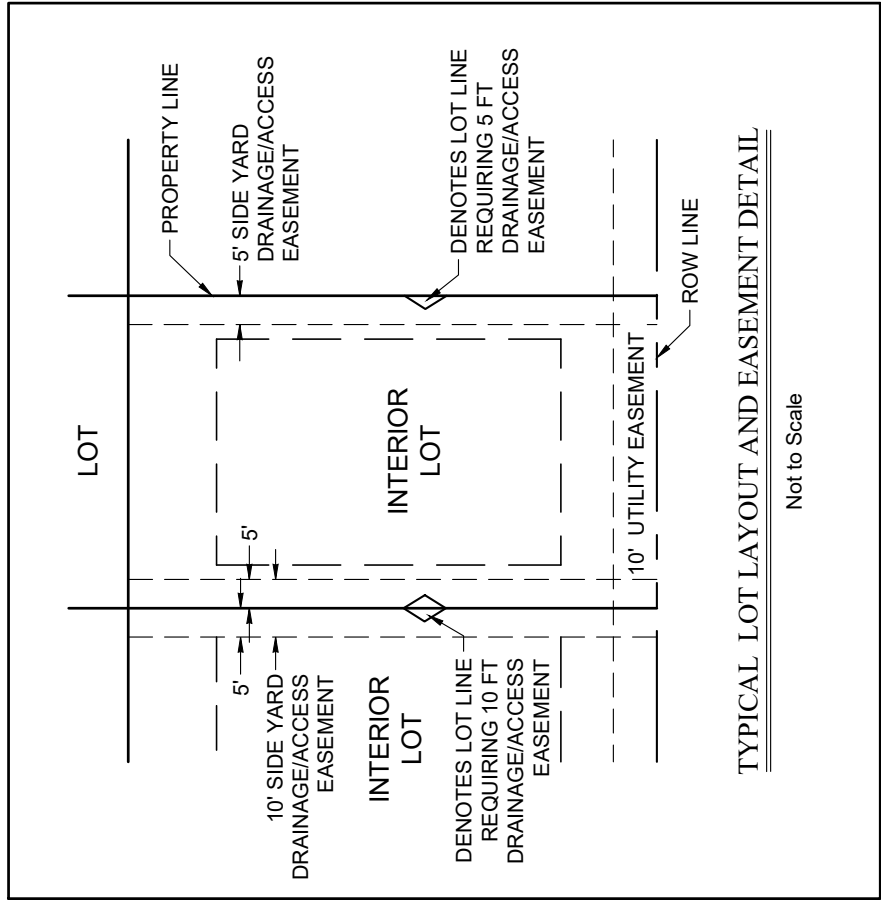
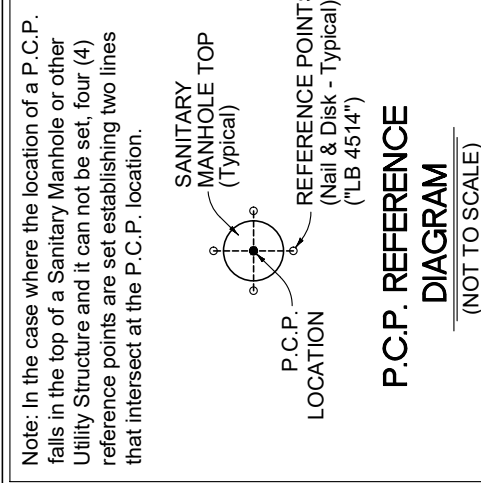
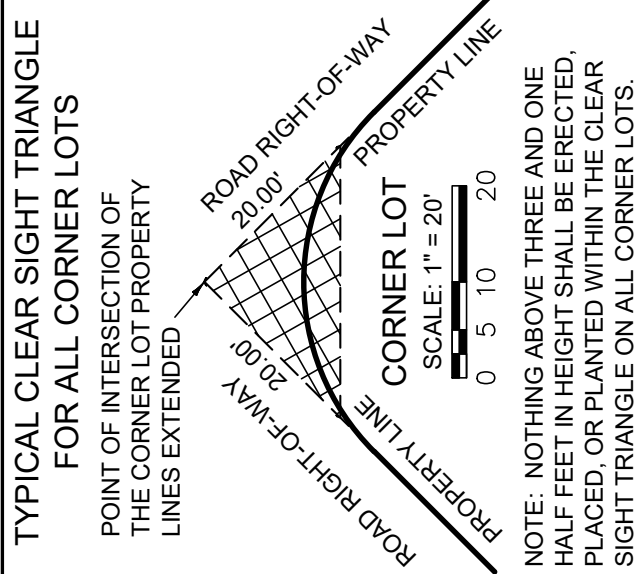
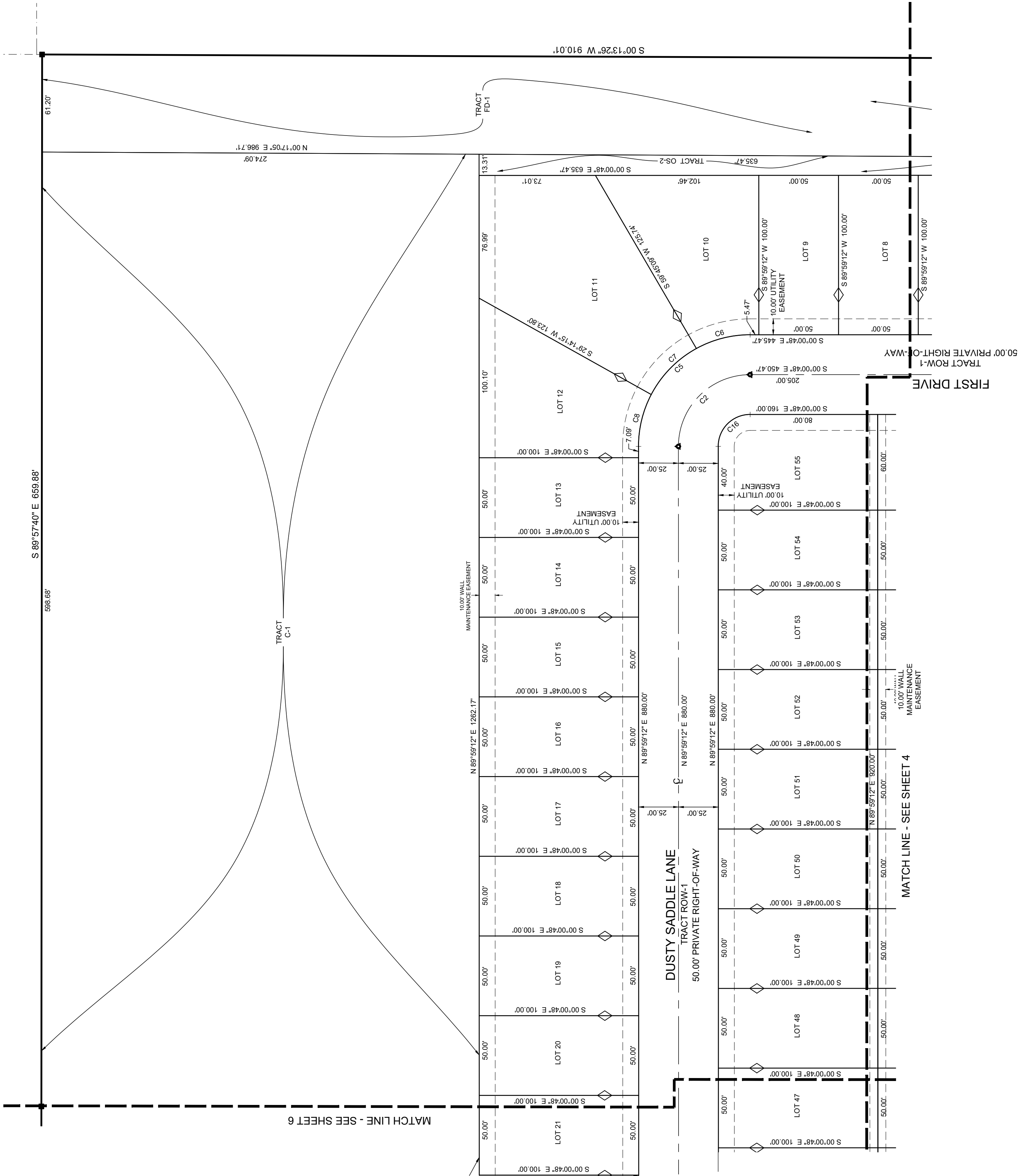
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SHEET 5 OF 7



- LEGEND
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 - RW = RIGHT-OF-WAY
 - OR = OFFICIAL RECORDS BOOK
 - PG = PLAT BOOK
 - PG = PAGE
 - CST = CLEAR SIGHT TRIANGLE (SEE DETAIL)
 - CCR = CERTIFIED CORNER RECORD
 - (NR) = NON-RADIAL LINE
 - = SET 58" IR *DC JOHNSON LB 4514"
 - = SET 5/4" CM *RW LB 4514"
 - ▲ = SET 5/4" CM *RW LB 4514"
 - ▲ = FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)
 - = FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
 - 6 = SHEET NUMBER

CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING
C2	70.68'	45.00'	90°00'00"	N 45°00'48" W
C5	109.86'	70.00'	90°00'00"	N 45°00'48" W
C6	35.14'	70.00'	28°45'32"	N 14°23'34" W
C7	41.00'	70.00'	33°33'41"	N 45°33'11" W
C8	33.82'	70.00'	27°40'47"	N 76°10'25" W
C16	31.42'	20.00'	90°00'00"	N 45°00'48" W



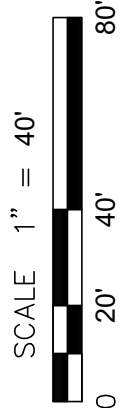
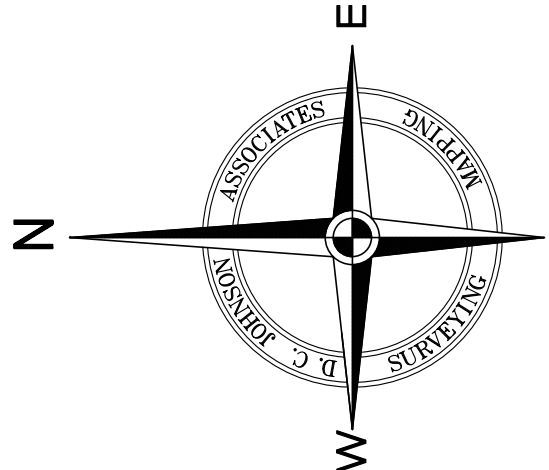
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CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK

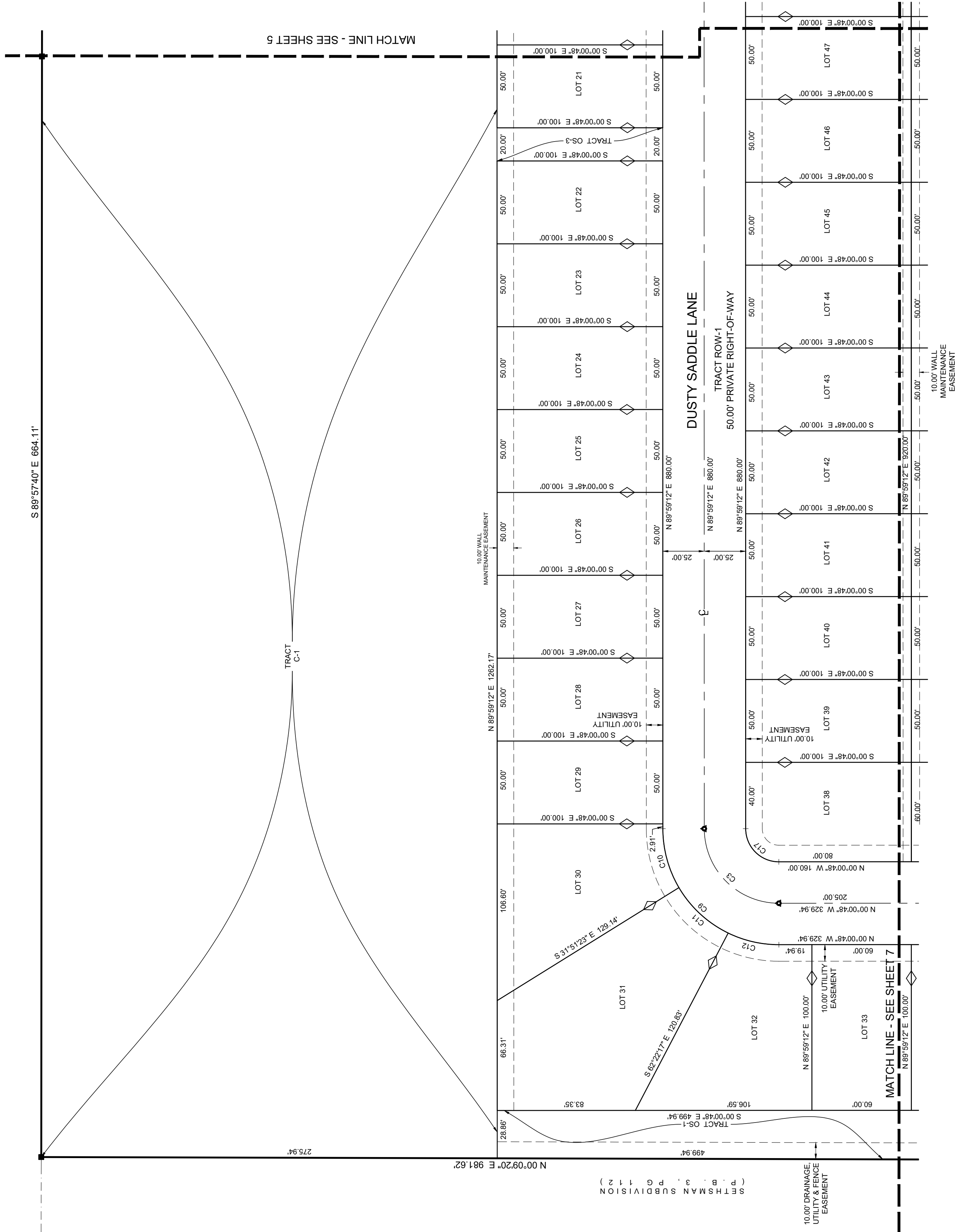
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SHEET 6 OF 7



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 - = SET 58" IR *DC JOHNSON LB 4514"
 - = SET 54" CM *RW LB 4514"
 - ▲ = SET 54" CM *RW LB 4514"
 - ▲ = FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)
 - = FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
 - = = SHEET NUMBER

6



CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING
C3	70.89'	45.00'	90°00'00"	S 44°59'12" W
C9	109.96'	70.00'	90°00'00"	S 44°59'12" W
C10	37.29'	70.00'	30°31'32"	S 74°43'25" W
C11	41.00'	70.00'	33°33'34"	S 42°40'53" W
C12	31.66'	70.00'	25°54'53"	S 12°56'39" W
C17	31.42'	20.00'	90°00'00"	S 44°59'12" W

Note: In the case where the location of a P.C.P. falls in the top of a Sanitary Manhole or other Utility Structure and it cannot be set for (d) the intersection of the centerline of the lot lines that intersect at the P.C.P. location.



P.C.P. LOCATION

P.C.P. REFERENCE DIAGRAM

(NOT TO SCALE)

TYPICAL CLEAR SIGHT TRIANGLE FOR ALL CORNER LOTS

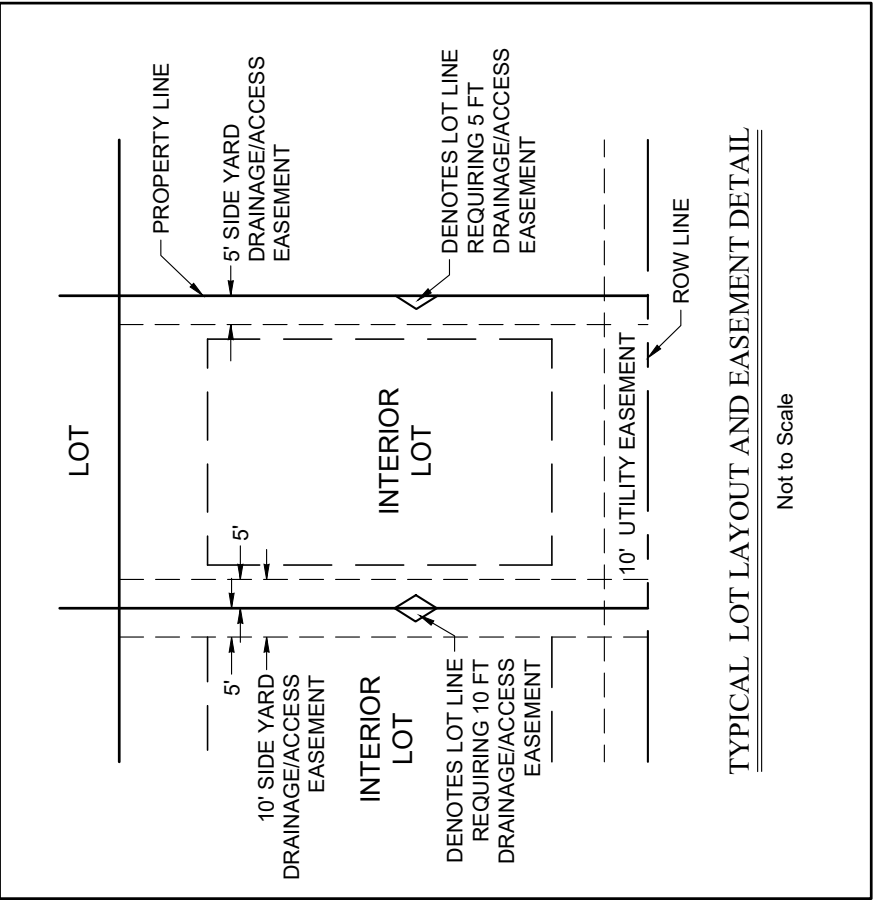


SCALE: 1" = 20'

NOTE: NOTHING ABOVE THREE AND ONE HALF FEET IN HEIGHT SHALL BE ERECTED, PLACED, OR PLANTED WITHIN THE CLEAR SIGHT TRIANGLE ON ALL CORNER LOTS.

JOHNSON ASSOCIATES SURVEYING AND MAPPING

San Antonio, Texas 78205
P.O. Box 1000000
San Antonio, Texas 78205

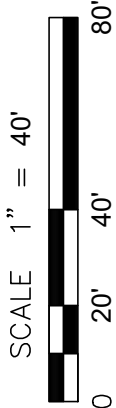
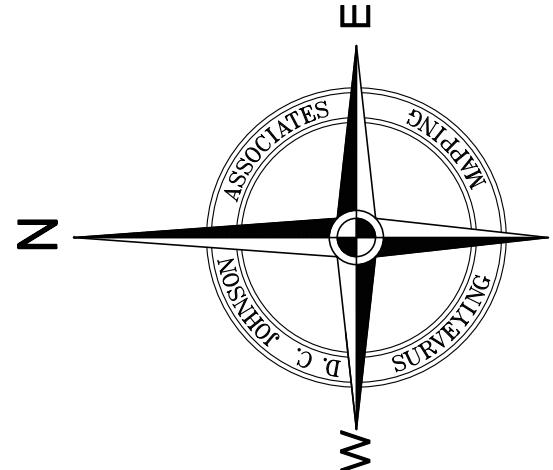


TYPICAL LOT LAYOUT AND EASEMENT DETAIL

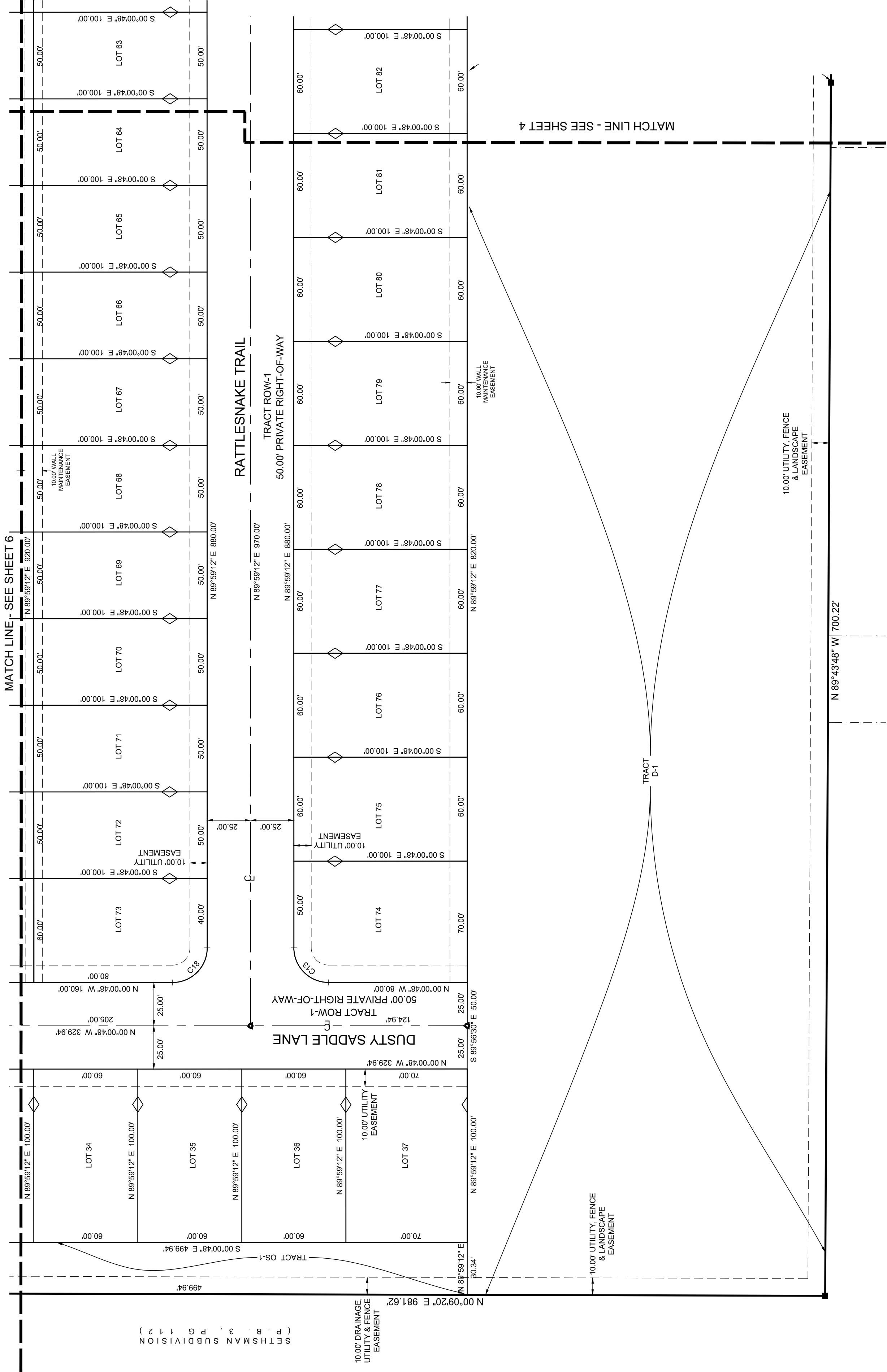
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TROTTERS CROSSING

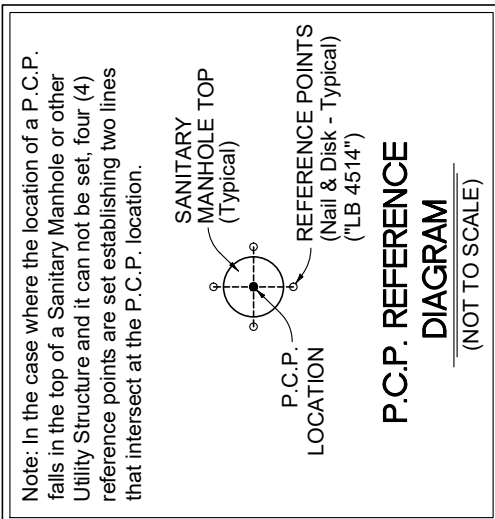
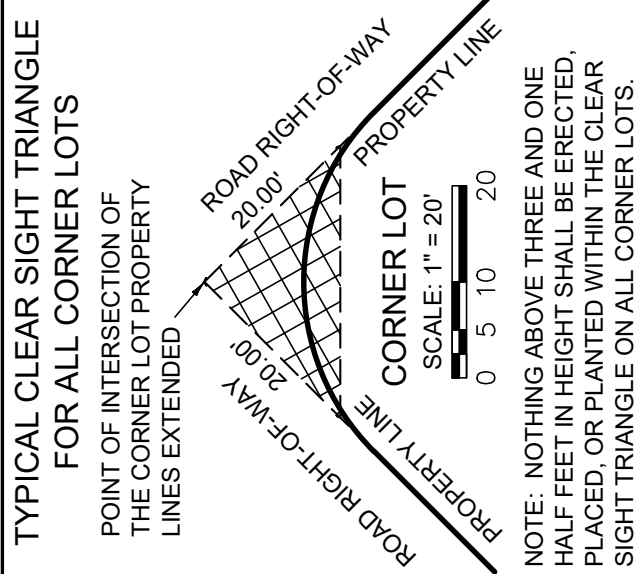
BEING A REPLAT OF A PORTION OF SETHSMAN SUBDIVISION,
PLAT BOOK 3, PAGE 112
SECTION 27, TOWNSHIP 25 SOUTH, RANGE 21 EAST,
CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA



- LEGEND
- IP, IR = IRON PIPE, IRON ROD
 - CM = CONCRETE MONUMENT
 - ± ± = PROPERTY LINE CENTERLINE
 - RW = RIGHT-OF-WAY
 - OR = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - PG = PAGE
 - CST = CLEAR SIGHT TRIANGLE (SEE DETAIL)
 - CCR = CERTIFIED CORNER RECORD
 - (NR) = NON-RADIAL LINE
 - = SET 58" IR "OC JOHNSON LB 4514"
 - = SET 58" CM "PM LB 4514"
 - = SET 58" CM "PM LB 4514"
 - = SET 58" CM "PM LB 4514"
 - = FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)
 - = FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
 - 6 = SHEET NUMBER



CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C13	31.42'	20.00'	90°00'00"	S 44°59'12" W	28.28'
C18	31.42'	20.00'	90°00'00"	S 45°00'48" E	28.28'



JOHNSON ASSOCIATES
SURVEYING AND MAPPING
1000 N. W. 10th St., Suite 200
Fort Lauderdale, FL 33304
Phone: (954) 582-1111 Fax: (954) 582-1113

TROTTERS CROSSING
BEING A REPLAT OF A PORTION OF SETHSMAN SUBDIVISION,
PLAT BOOK 3, PAGE 112
SECTION 27, TOWNSHIP 25 SOUTH, RANGE 21 EAST,
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OWNER

AMH Development, LLC, a Delaware limited liability company
Signed, sealed and delivered in the presence of:

Brad Edwards
Vice President of Land Development
of AMH Development LLC

Witness

Witness

Print Name

Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PASCO)

I hereby certify on this _____ day of _____, 2024, before me personally appeared by means of physical presence, Brad Edwards, as Vice President of Land Development, of AMH Development LLC, a Delaware Limited Liability Company (____), personally known to me or (____) who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires: _____

Notary Public, State of Florida at Large

Commission Number _____

CERTIFICATE OF ACCEPTANCE FOR THE OWNERS ASSOCIATION

Trotters Crossing Homeowners Association, Inc., a Florida not-for-profit corporation, hereby accepts the conveyance and maintenance responsibility as shown hereon.

Brad Edwards
Vice President

Witness

Witness

Print Name

Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PASCO)

I hereby certify on this _____ day of _____, 2024, before me personally appeared by means of physical presence, Brad Edwards, as Vice President, of Trotters Crossing Homeowners Association, Inc., a Florida not for profit corporation, (____), personally known to me or (____) who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires: _____

Notary Public, State of Florida at Large

Commission Number _____

PROPERTY INFORMATION

STATE OF FLORIDA)
) ss:
COUNTY OF PASCO)

We, Old Republic National Title Insurance Company, a Title Company duly licensed in the State of Florida, have completed a Property Information Report, File No. 37152-0038 and, based on said report find that the title of the property is vested in AMH Development, LLC, a Delaware limited liability company, that the current taxes have been paid, and that the property is not encumbered by any mortgages, other encumbrances or easements other than shown in that Property Information Report, File No. 37152-0038.

This the _____ day of _____, 2024.

Old Republic National Title Insurance Company

By: Sergio Orsorio

Title: Senior Underwriter

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

Pursuant to Section 177.081(1), Florida Statutes, I hereby certify that I, or a Florida Professionally licensed Surveyor and Mapper designee under my direction and supervision, have performed a limited review of this plat for conformity to Chapter 177, Part 1, Florida Statutes and that this plat complies with the technical requirements of said chapter, however my review and certification does not include computations or field verification of any points or measurements.

Signed and Sealed this the _____ day of _____, 2024.

Florida Professional Surveyor and Mapper, License No. _____
State of Florida

CERTIFICATE OF APPROVAL BY CITY COUNCIL

This is to certify that on this _____ day of _____, 2024 the foregoing plat was approved to be recorded by the City Council of Zephyrhills, Florida.

ATTEST:

CLERK OF THE CIRCUIT COURT

I hereby certify that the foregoing plat has been filed in the Public Records of Pasco County, Florida on this _____ day of _____, 2024

in Plat Book _____, Page(s) _____.

Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

SURVEYOR'S CERTIFICATE

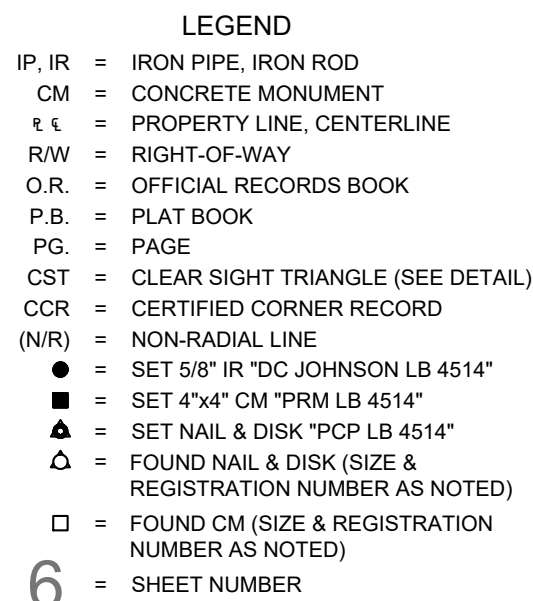
The undersigned, being currently licensed by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that this plat was prepared under my direction and supervision, and said plat complies with all survey requirements of Chapter 177, Florida Statutes, Part I.

Signed and Sealed this _____ day of _____, 2024.

D.C. Johnson & Associates, Inc.
Florida Licensed Business No. 4514

Daniel C. Johnson
Florida Professional Surveyor and Mapper No. 3653

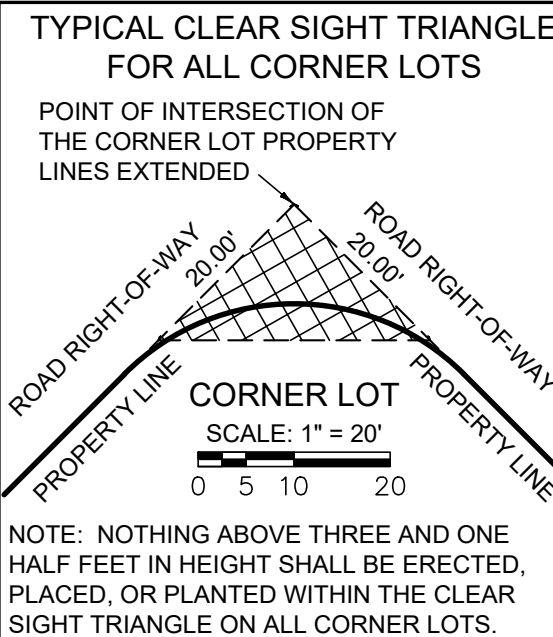
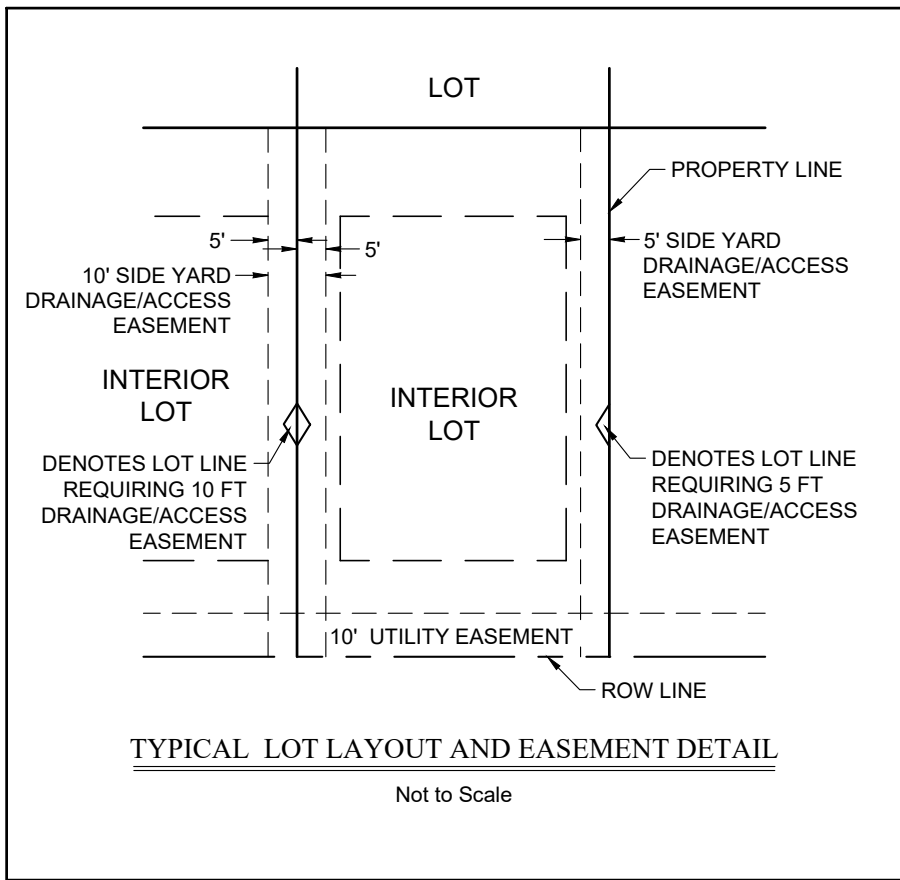
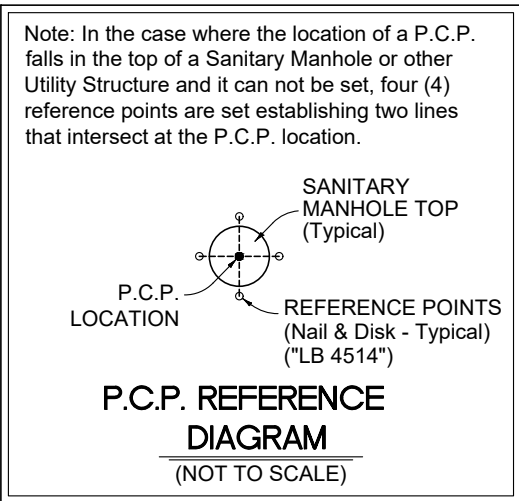
PLAT BOOK	PAGE
	SHEET 2 OF 7



1. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with the West boundary of the subject property as being S.00°13'26"E, Pasco County, Florida.
2. The coordinate values shown hereon are based on the Pasco County Primary Horizontal Control Network and were established to Third-Order Class 1 accuracy as defined by the Standards and Specifications for Geodetic Control Networks, as published by the Federal Geodetic Control Committee dated September 1984 or latest edition.
3. 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.
4. All platted utility easements will provide that such easements will 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 will interfere with the facilities and services of an electric, telephone, gas, or other public utility.
5. Curvilinear lot lines are radial unless indicated as non-radial (N/R).
6. A 5/8" capped Iron Rod inscribed "D.C. JOHNSON LB 4514" shall be set at each lot corner, point of intersection and changes of direction of lines within the subdivision as required by Chapter 177 of the Florida Statutes within the time allotted in s. 177.091 (9).

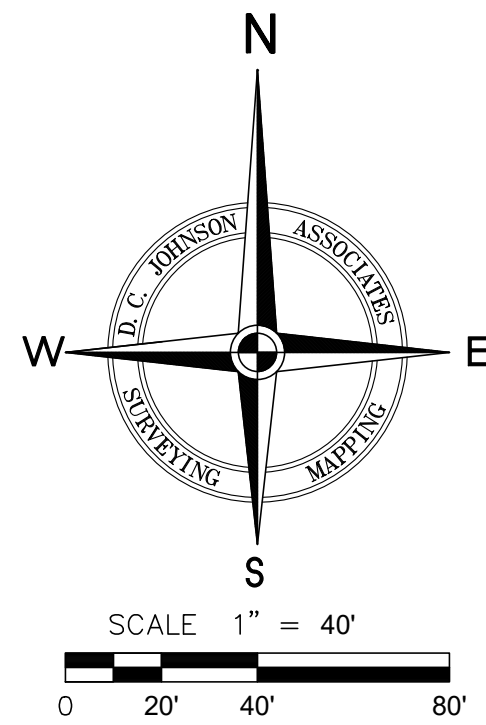
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TRACT A-1	AMENITY CENTER
TRACT C-1	CONSERVATION TRACT
TRACT D-1	DRAINAGE TRACT
TRACTS OS-1, OS-2, & OS-3	OPEN SPACE TRACTS
TRACT LS-1	LIFT STATION TRACT
TRACT ROW-1	PRIVATE ROAD TRACT
TRACT FD-1	FUTURE RIGHT OF WAY (PRIVATE)

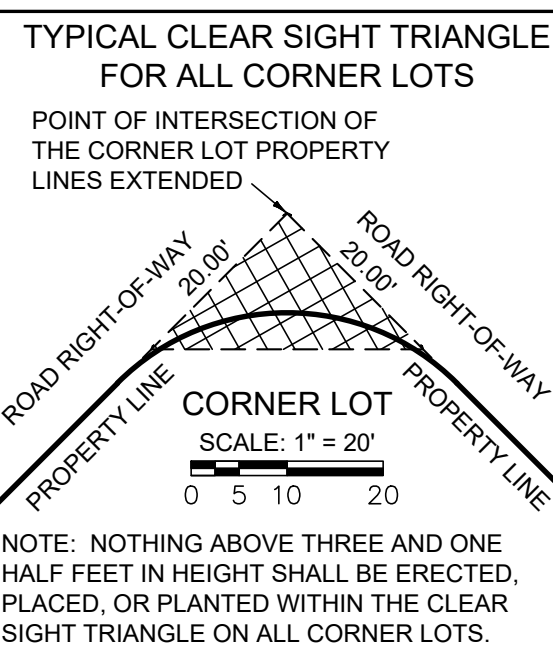
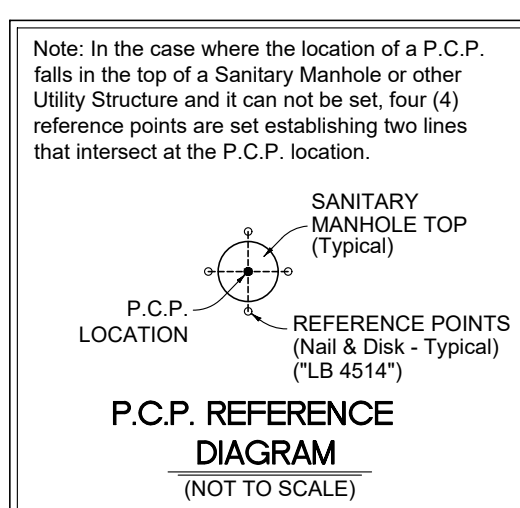
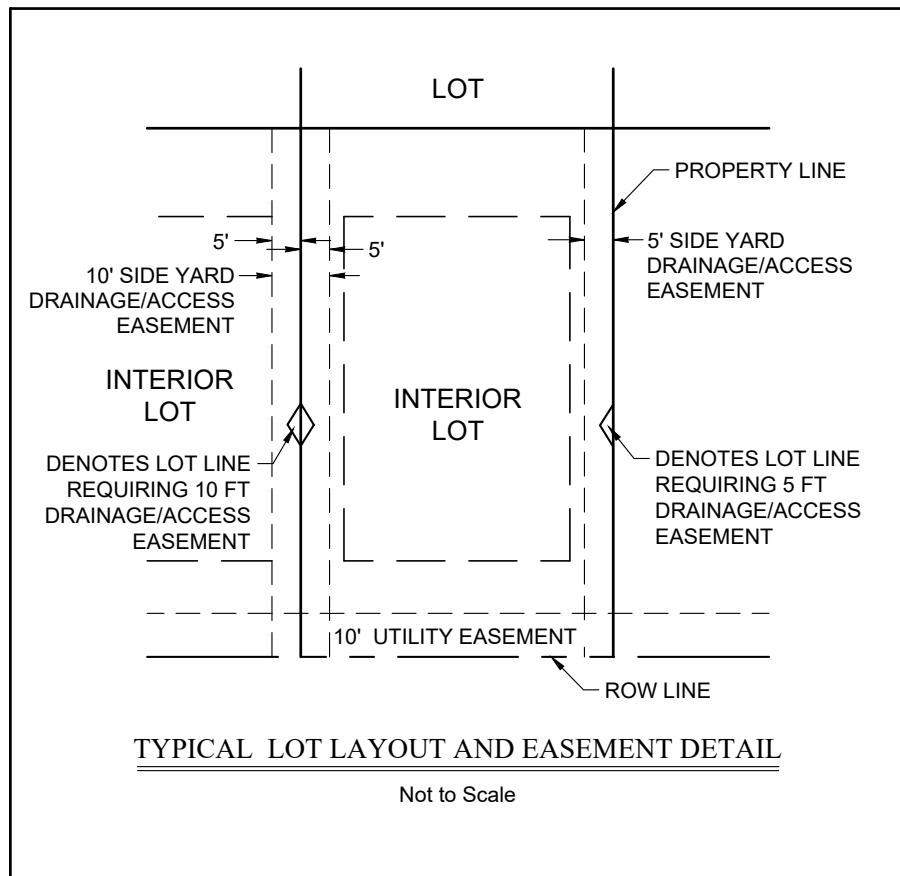
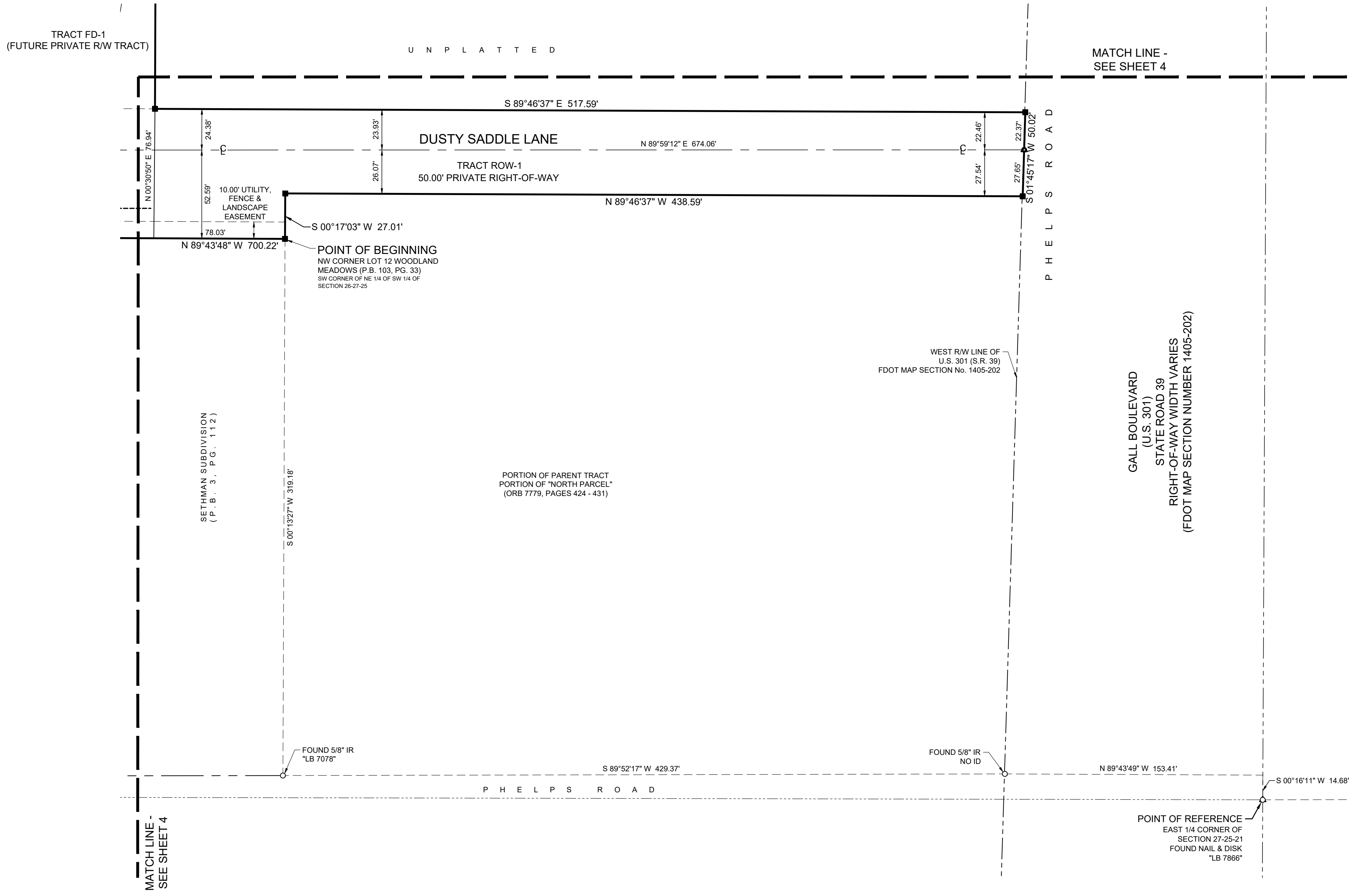


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PLAT BOOK PAGE
SHEET 3 OF 7

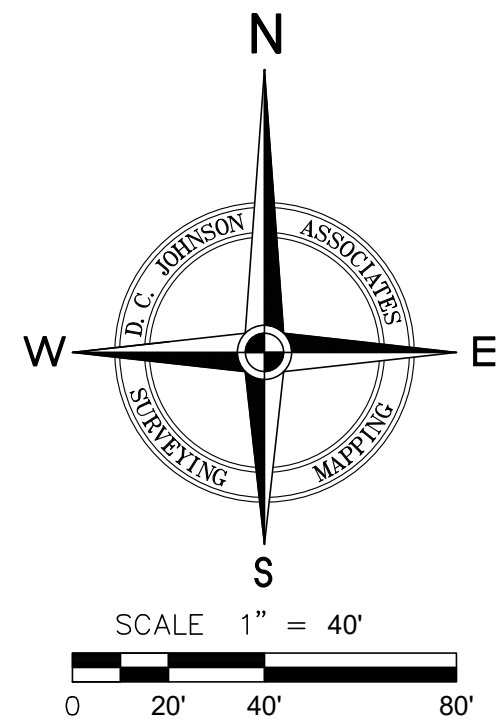


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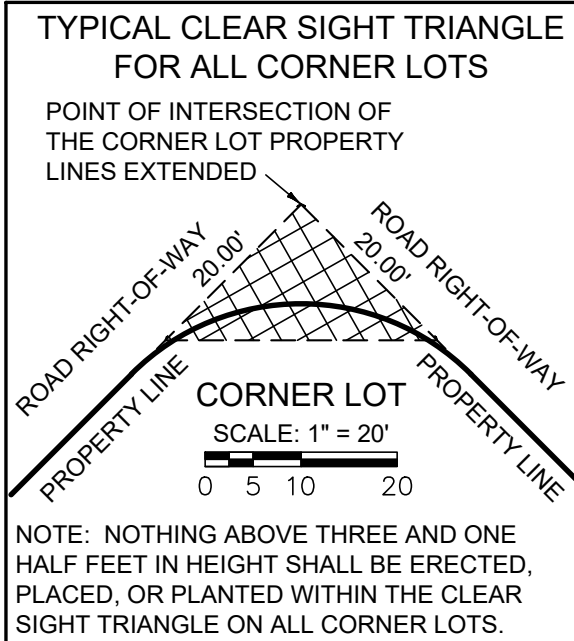
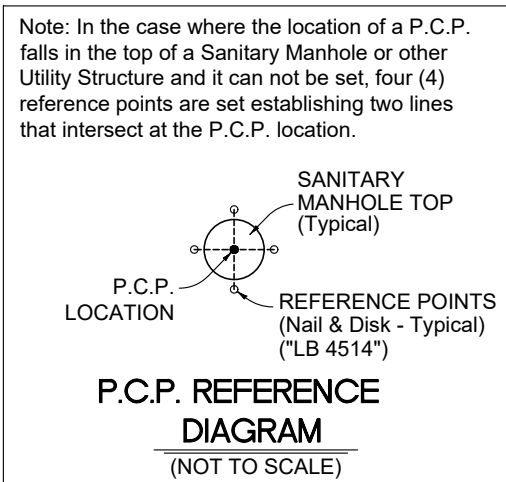
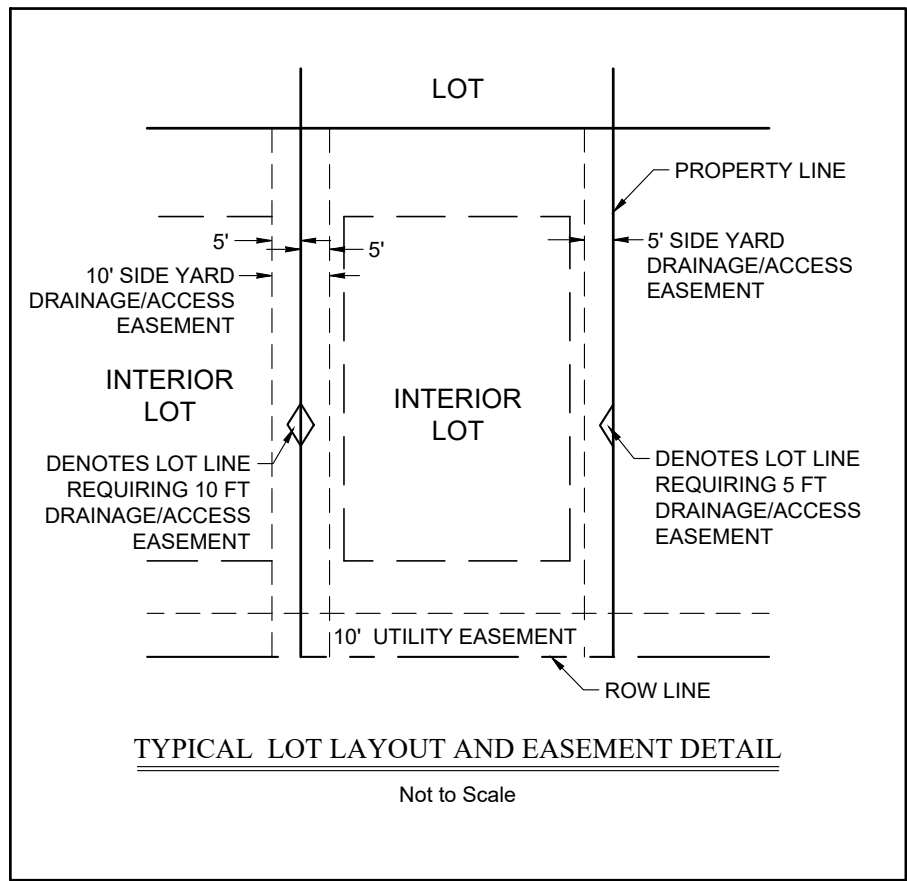
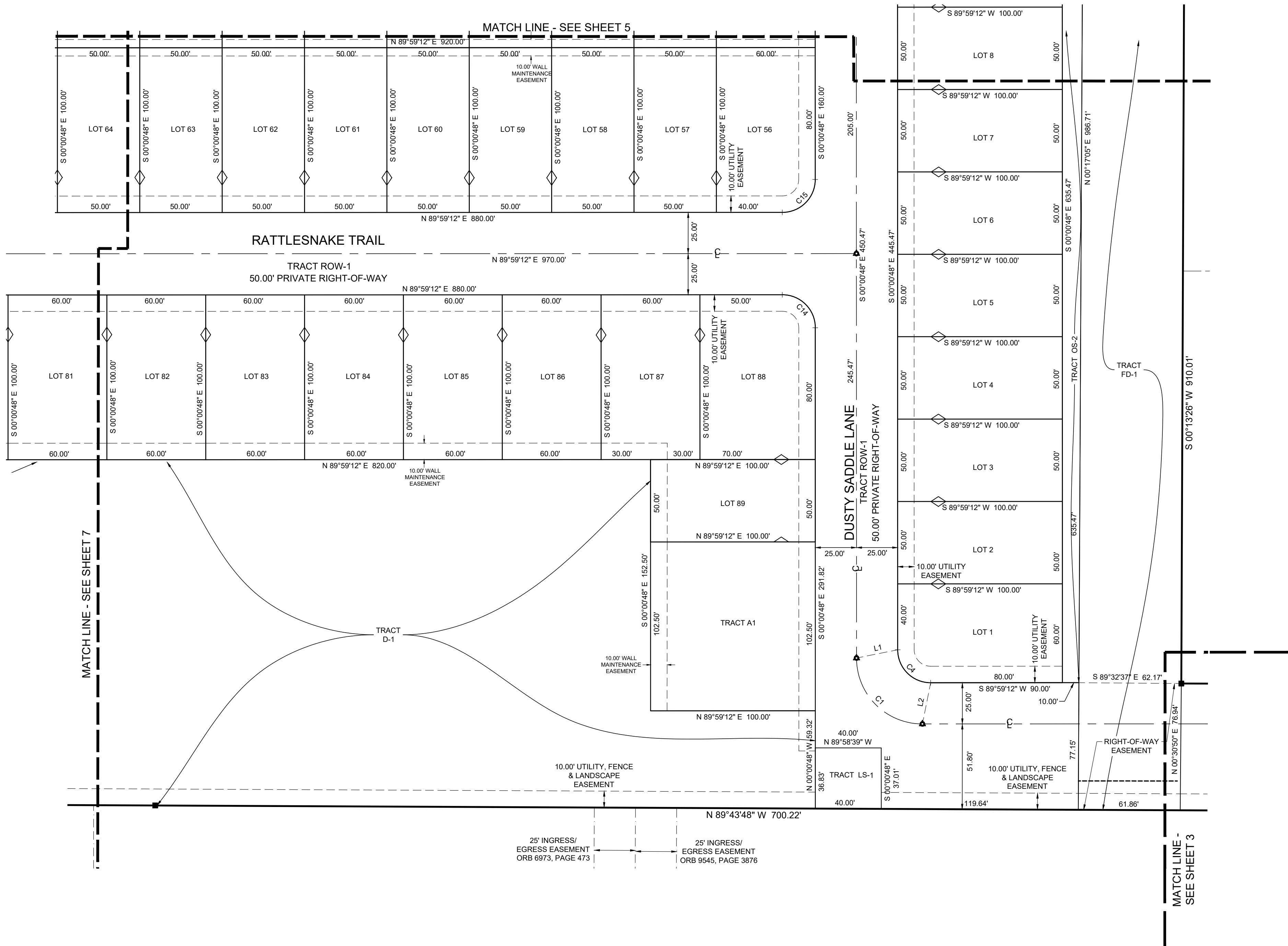
PLAT BOOK PAGE
SHEET 4 OF 7



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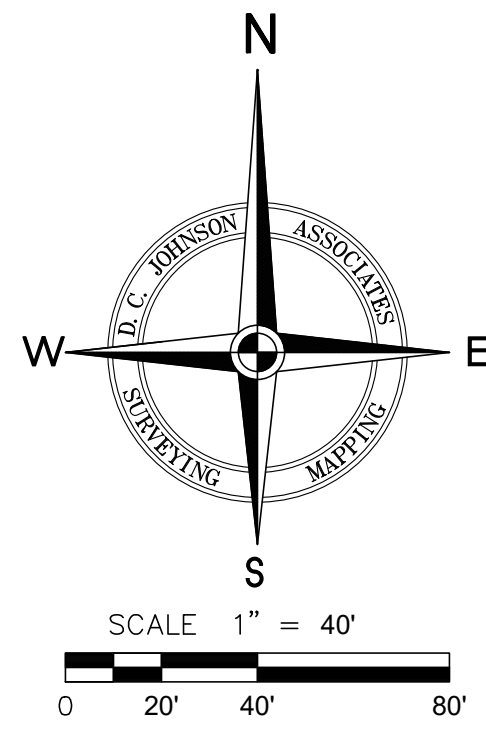
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 78°40'36"E	25.50'
L2	N 11°17'48"E	25.50'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	62.87°	39.91'	90°16'13"	S 45°00'48"E	56.57'
C4	31.42°	20.00'	90°00'00"	S 45°00'48"E	28.28'
C14	31.42°	20.00'	90°00'00"	N 45°00'48"W	28.28'
C15	31.42°	20.00'	90°00'00"	N 44°59'12"E	28.28'



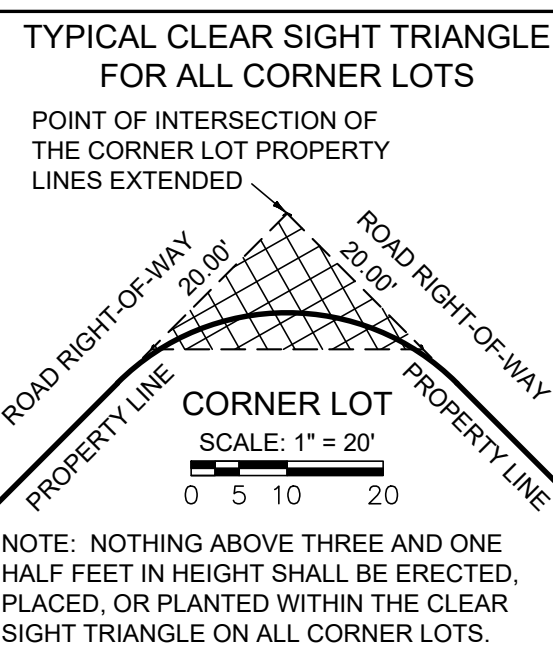
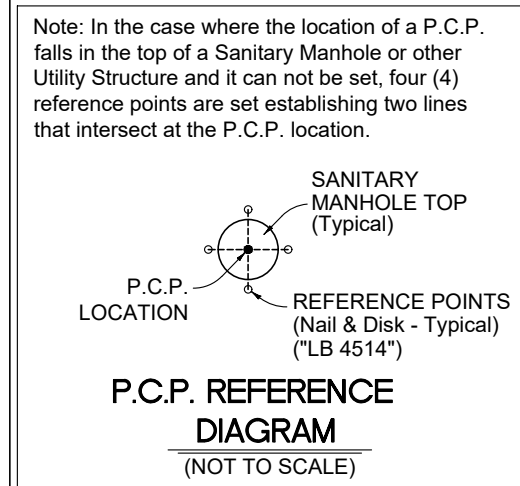
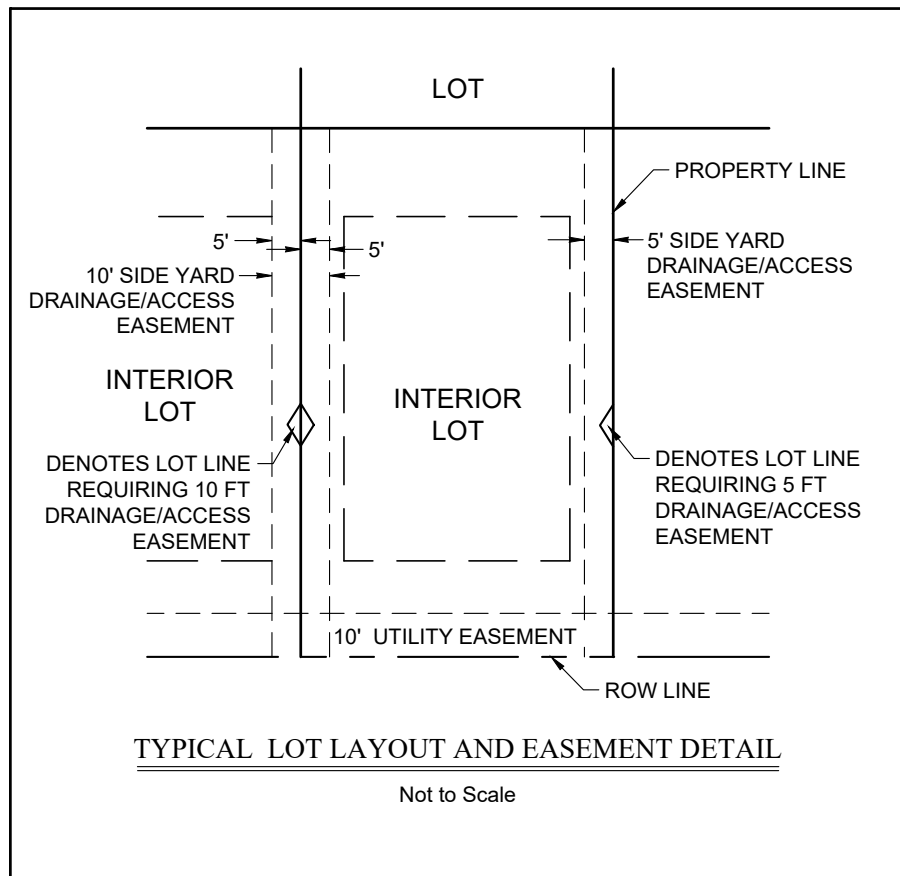
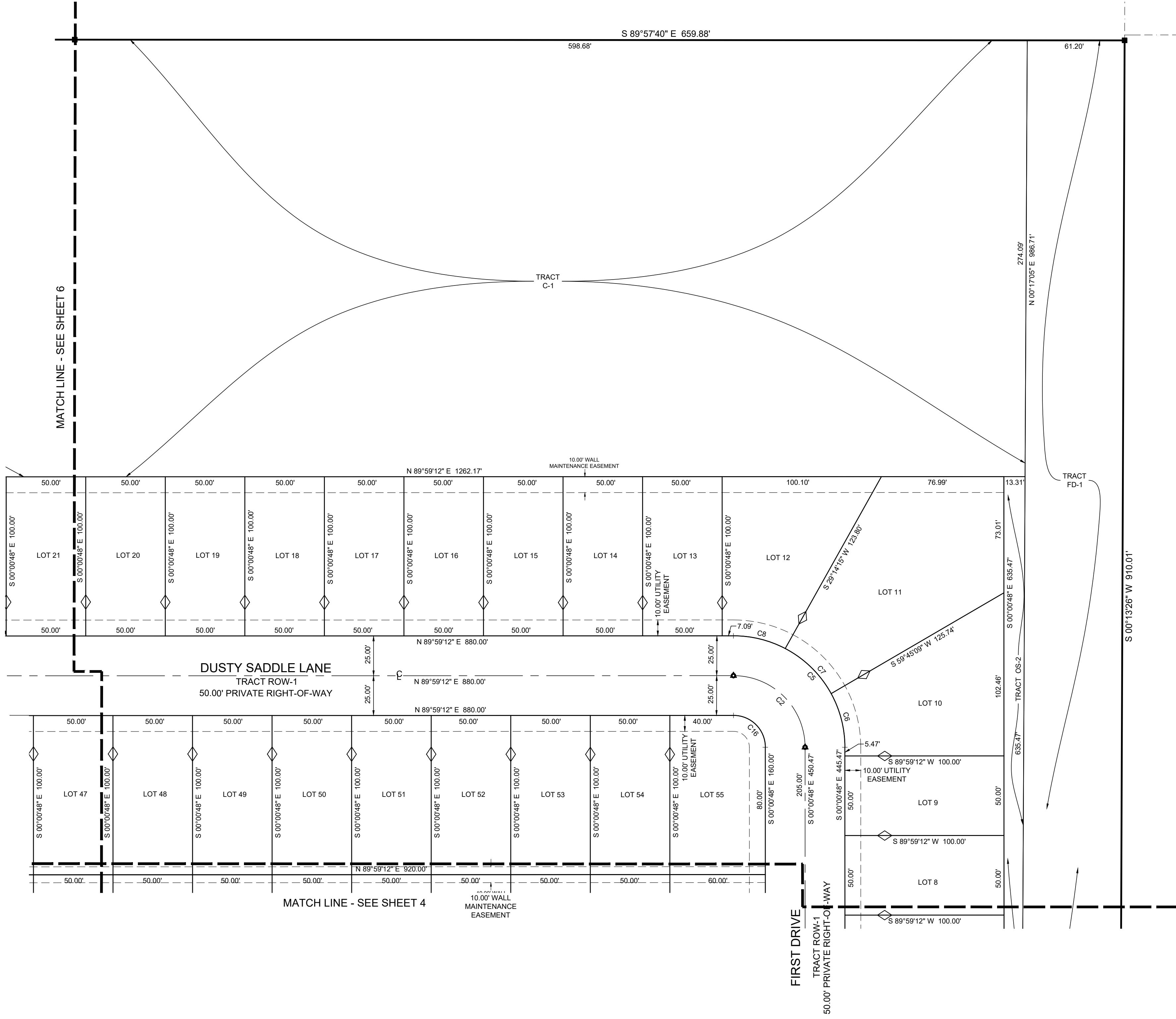
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PLAT BOOK PAGE
SHEET 5 OF 7



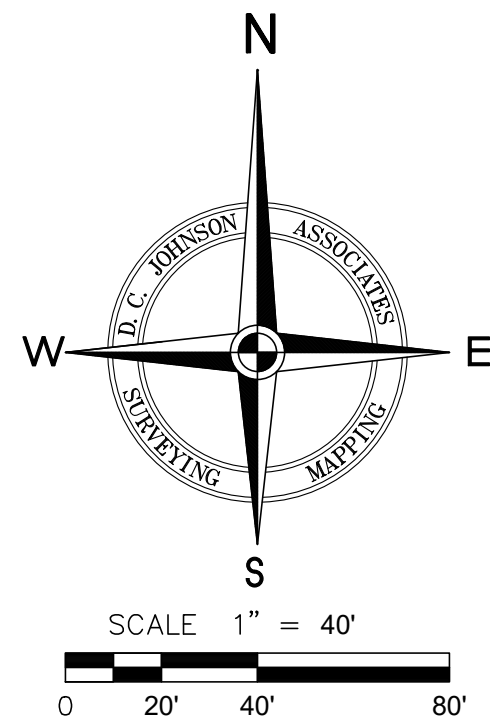
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CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C2	70.69'	45.00'	90°00'00"	N 45°00'48" W	63.64'
C5	109.96'	70.00'	90°00'00"	N 45°00'48" W	98.99'
C6	35.14'	70.00'	28°45'32"	N 14°23'34" W	34.77'
C7	41.00'	70.00'	33°33'41"	N 45°33'11" W	40.42'
C8	33.82'	70.00'	27°40'47"	N 76°10'25" W	33.49'
C16	31.42'	20.00'	90°00'00"	N 45°00'48" W	28.28'

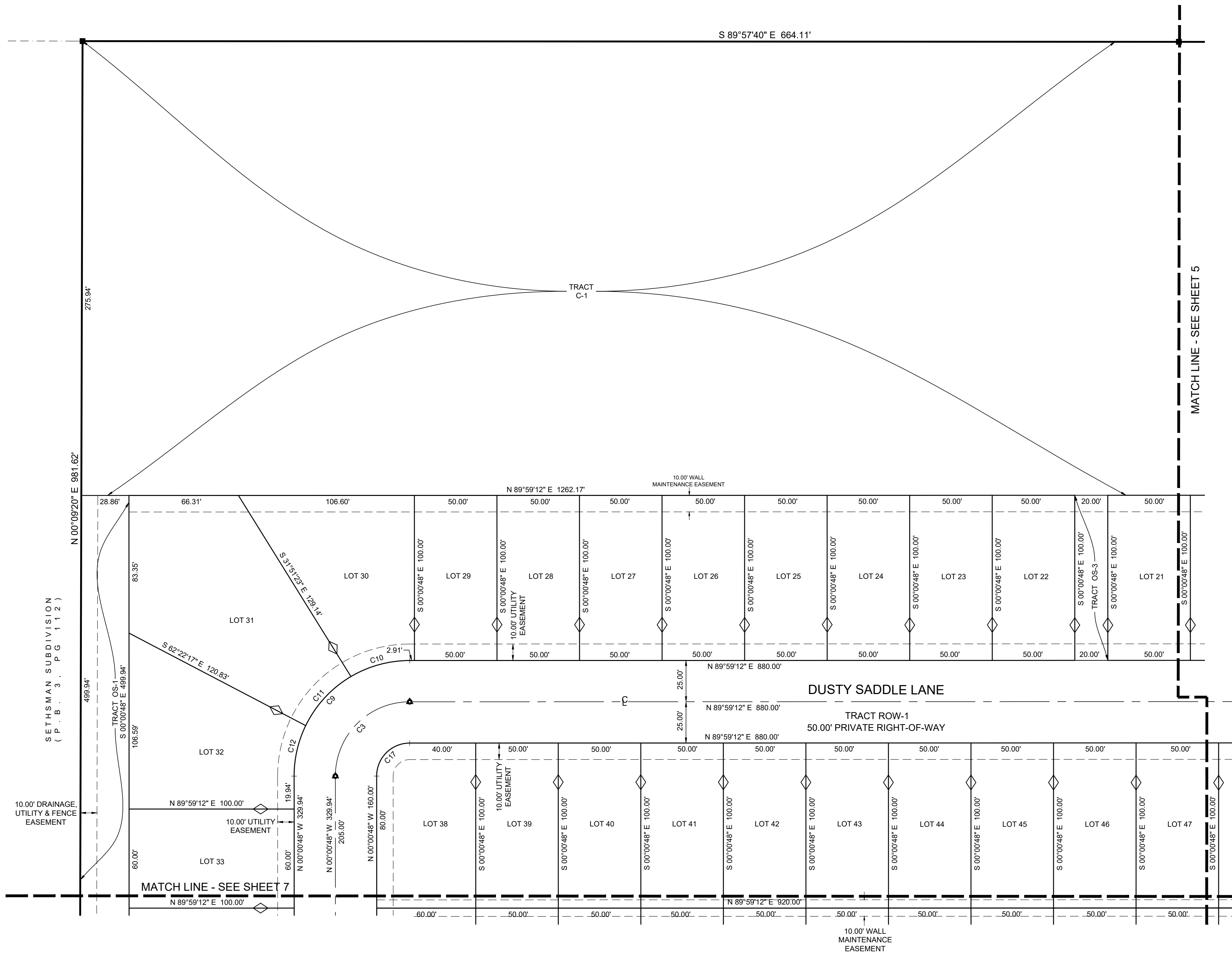


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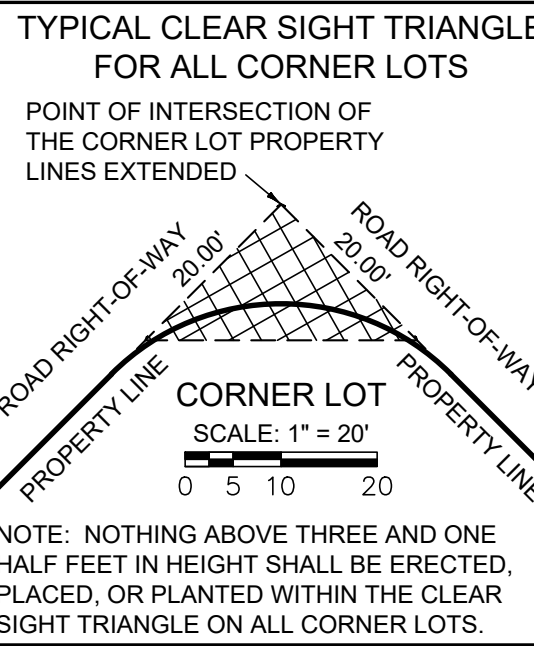
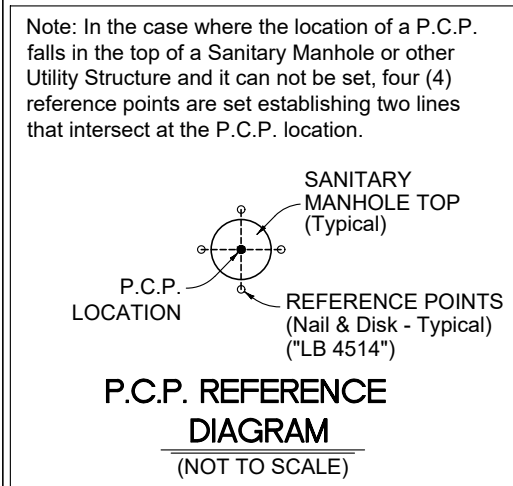
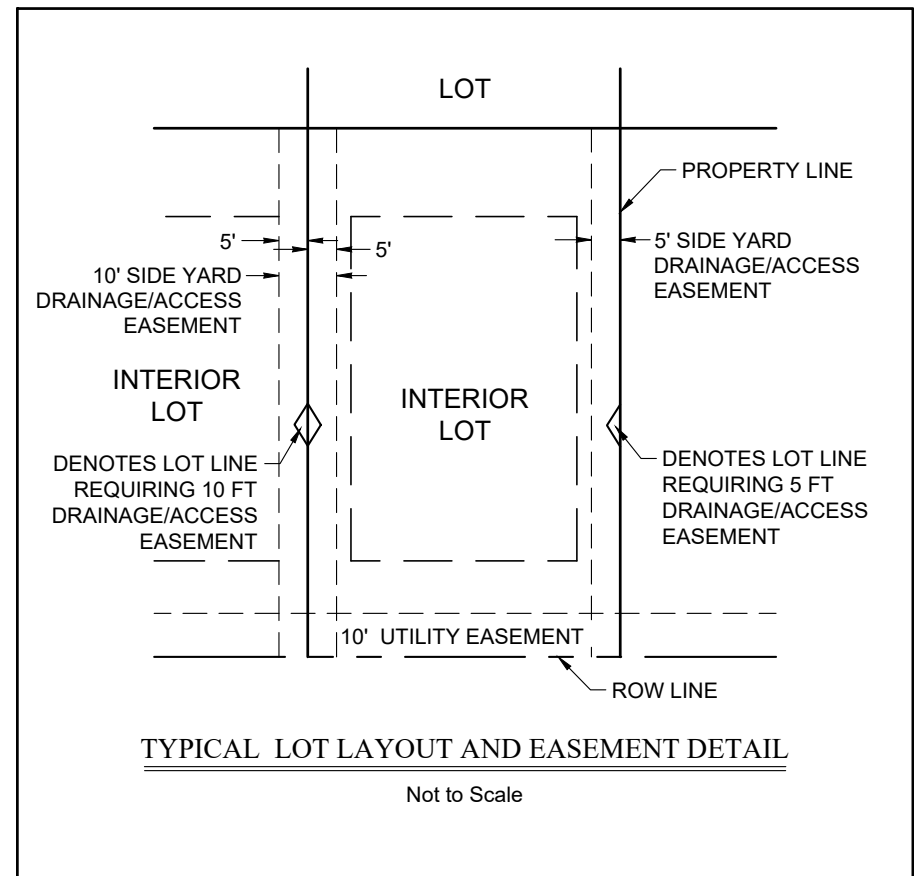
PLAT BOOK PAGE
SHEET 6 OF 7



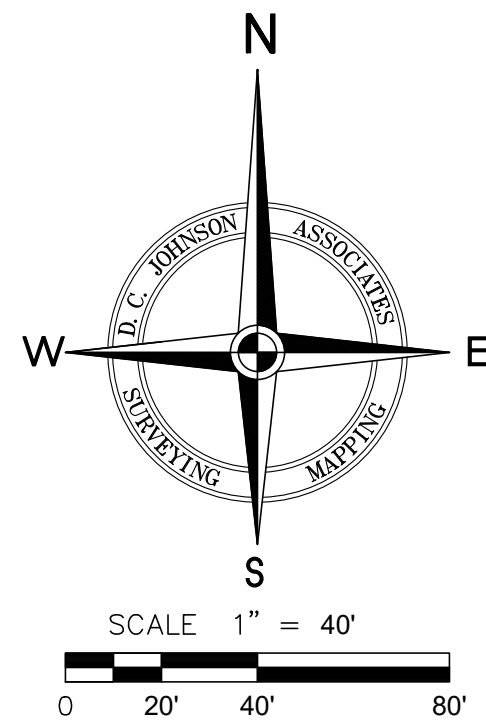
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CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C3	70.69'	45.00'	90°00'00"	S 44°59'12" W	63.64'
C9	109.96'	70.00'	90°00'00"	S 44°59'12" W	98.99'
C10	37.29'	70.00'	30°31'32"	S 74°43'26" W	36.85'
C11	41.00'	70.00'	33°33'34"	S 42°40'53" W	40.42'
C12	31.66'	70.00'	25°54'53"	S 12°56'39" W	31.39'
C17	31.42'	20.00'	90°00'00"	S 44°59'12" W	28.28'

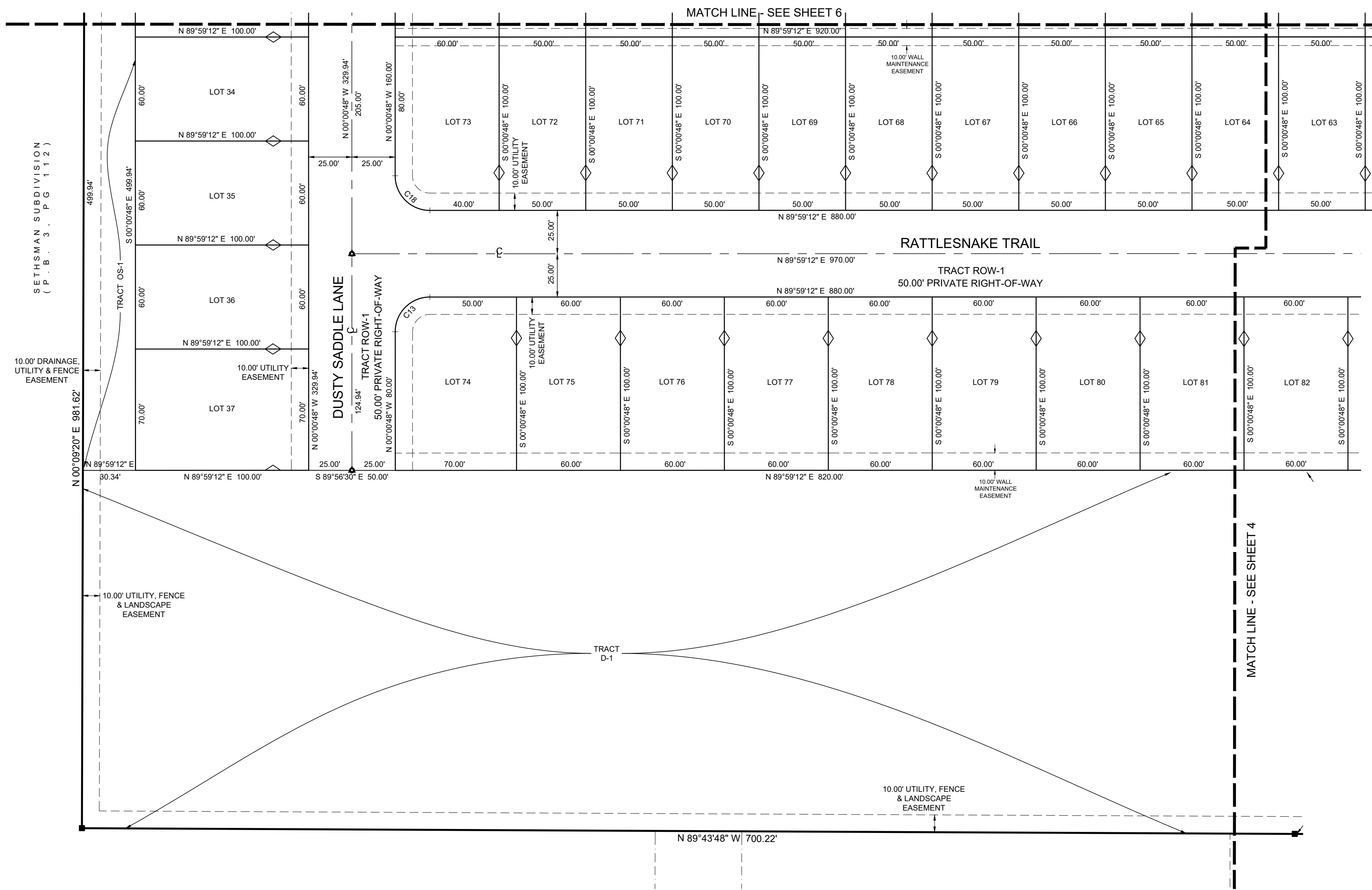


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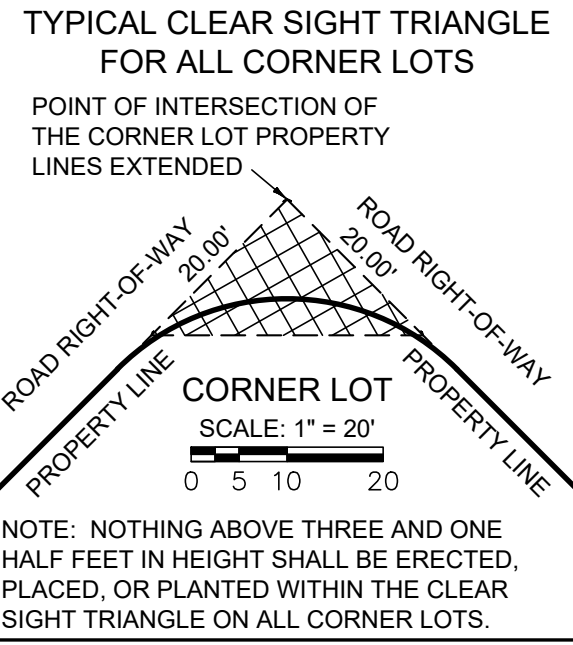
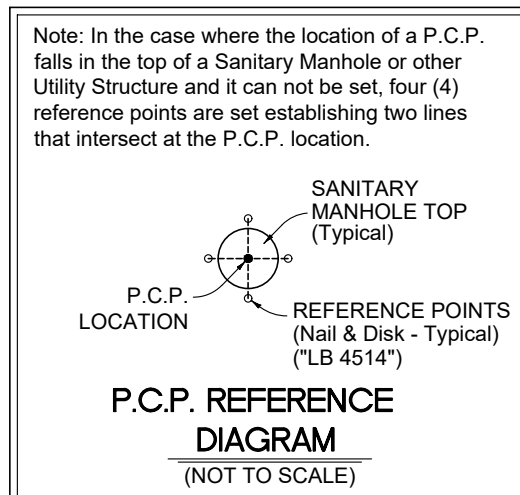
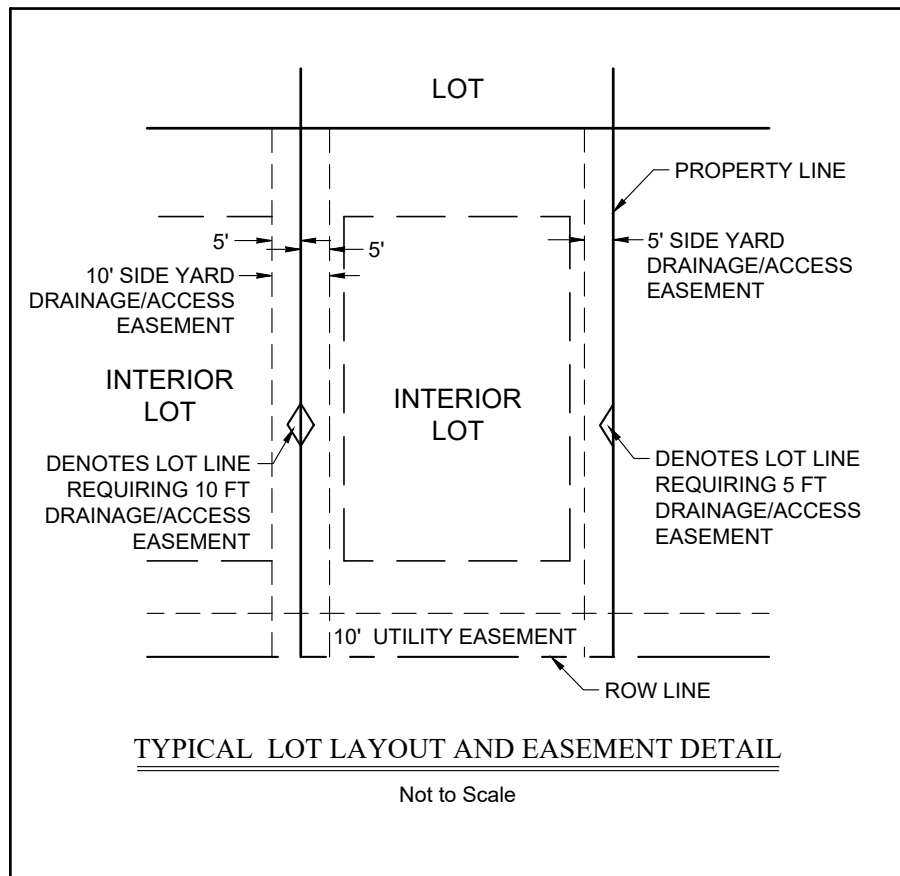


PLAT BOOK PAGE
SHEET 7 OF 7

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CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C13	31.42'	20.00'	90°00'00"	S 44°59'12" W	28.28'
C18	31.42'	20.00'	90°00'00"	S 45°00'48" E	28.28'





Trotter's Crossing Subdivision

Final Plat

City of Zephyrhills File Number SUB 0038-23

Location Map

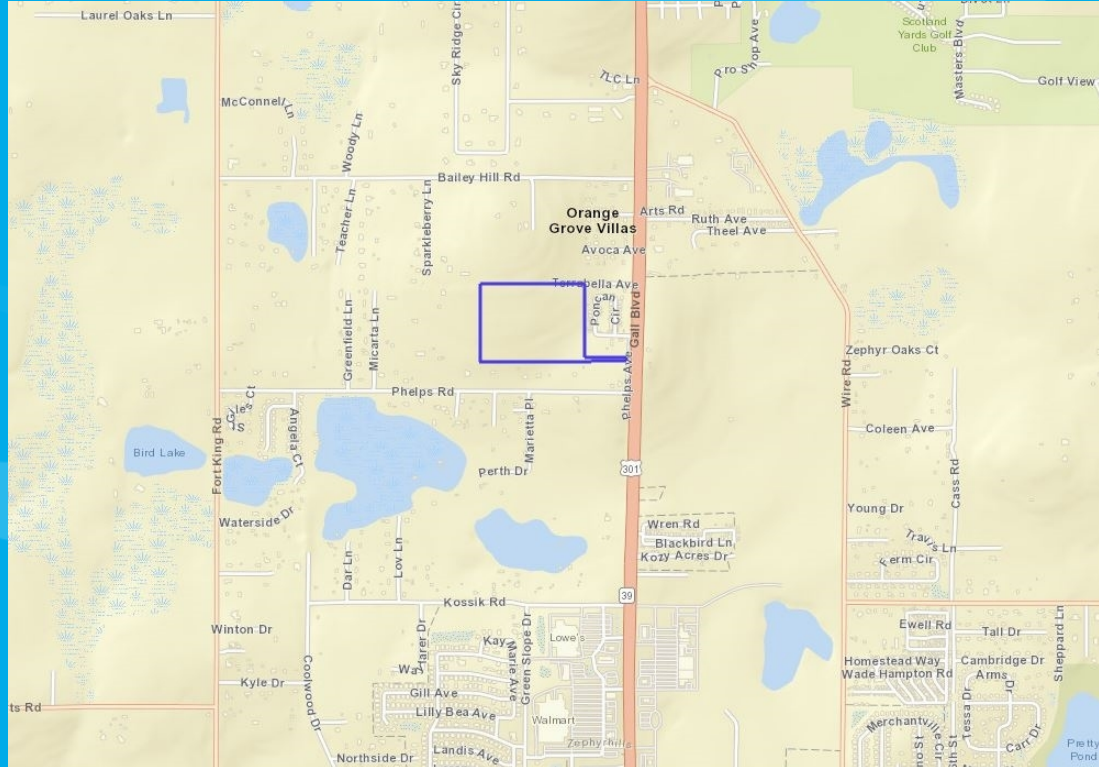


Figure 1 – Location Map

Compliance Review:

- City Staff – LDC Conformance
- City's EOR (Engineer of Record) – Cost Estimates Accuracy
- City's SOR (Surveyor of Record) – State Statutes Conformance (Chapter 177)
- City's Attorney – Legal Sufficiency Review

Final Plat

- Conservation Easement area indicated in Blue (as reviewed in business item *... earlier this evening)
- Project Entrance is at Red Dot

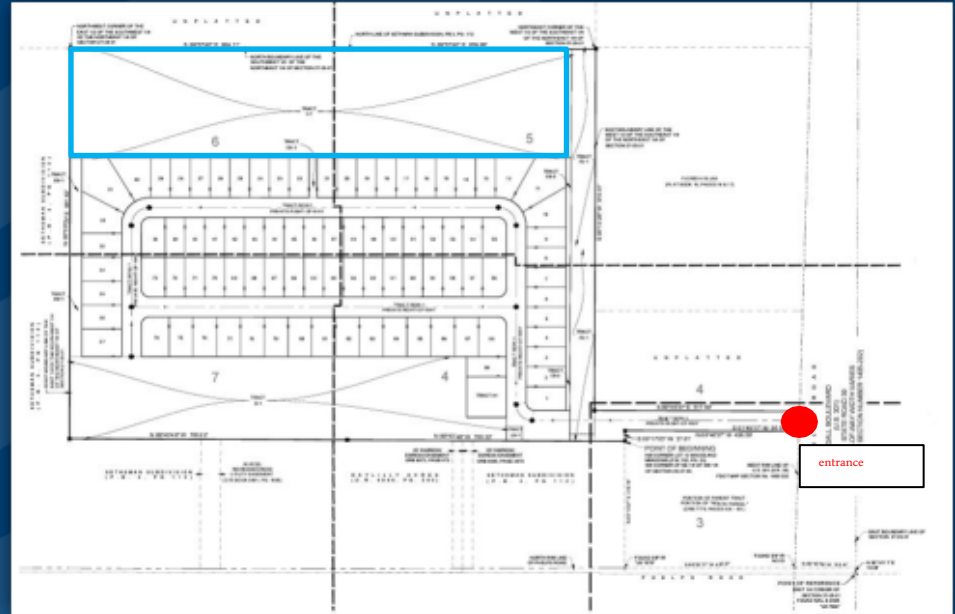


Figure 2 – Plat Layout

Special Consideration

****Pond remediation****



Figure 3a – Pond during de-silting



Figure 3b – Pond after de-silting

Council Execution

- **Subdivider's Agreements**
- **Conservation Easement**
- **Plat Mylar**

CITY MANAGER'S REPORT 5.1

Visioning Session - Discussion

Issue:

Staff would like to schedule a workshop to discuss visioning and goal setting for FY 25.

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

CITY ATTORNEY'S REPORT 6.1

Participation in May 2, 2024 MAP Meeting

First Reading **RESOLUTION NO. 823-24 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE."**

Issue:

Florida Statutes 125.001 and 166.0213 authorize governing bodies to participate in joint meetings with Pasco County or other local municipalities to discuss matters of mutual interest.

Such meetings must be held at an appropriate public place with public notice. Resolution No. 823-24 allows for the City of Zephyrhills' participation in the May 2, 2024 joint meeting with the Municipal Association of Pasco (MAP).

Background:

MAP Meetings are held quarterly on the first Thursday of February, May, August and November.

Attachment(s):

1. Resolution 823-24 Participation in 05-02-2024 MAP Meeting

Fiscal Impact:

N/A

Staff Recommendation:

Approval of Resolution No. 823-24 for Council participation at the May 2, 2024 Municipal Association of Pasco Meeting.

RESOLUTION NO. 823-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills, Florida, and the Municipal Association of Pasco, which includes officials from Dade City, New Port Richey, Port Richey, San Antonio and the Town of St. Leo, desire to participate in a joint workshop to discuss matters of mutual interest; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes the governing body of a municipality to meet and discuss matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 166.0213, Florida Statutes, further requires that the governing body of a municipality must first adopt a Resolution or Ordinance authorizing participation in the joint workshop.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on May 2, 2024, 6:30 p.m., at Steph's Southern Soul Restaurant – 14519 5th Street – Dade City, FL 33523.

Section 2. Notice of this meeting shall be duly advertised and official Association minutes shall be taken.

Section 3. This Resolution shall be effective upon adoption by City Council.

The foregoing Resolution No. 823-24 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 22nd day of April, 2024.

Attest: _____
Lori L. Hillman, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Resolution No. 823-24 was approved by me this 22nd day of April, 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content
for the sole reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney



Syntech Systems, Inc.
Toll Free: 800.888.9136 | Phone: 850.878.2550
100 Four Points Way, Tallahassee, FL 32303
MYFUELMASTER.COM



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FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, *FMLive* is a secure platform, intuitive user experience, with maximal opportunities for fleet, fuel inventory, and asset management integration.

What Do I Get with FMLive?

All *FMLive* customers will receive free and continuous system monitoring, software and firmware updates, however Syntech hosted software spares you the expense of initial hardware costs and having to invest in a physical IT infrastructure. No more having to juggle networking, servers, component compatibility or application patching.

New Features are added regularly to ensure your business stays ahead of market trends and are all included with your software package.

Your software services package also includes:

- Continuity of Operations – Redundant database servers with hot replication ensure your data is always available.
- Disaster Recovery – Scheduled database and transaction log backups, offloaded to geographically separated locations.
- Risk Management – Hardened Server images, combined with vulnerability scanning and remediation. Standard firewall configurations and configuration management, access control, encryption key management. All ensuring data confidentiality, integrity, and availability.
- Semi-annual application updates and access to early releases with requested features that add to your capabilities
- Scalability and future growth - Syntech manages scalability if/when the customer needs additional processing power.

How Much Does It Cost?

The cost of *FMLive* is variable based on the number of Fuel Management Units (FMUs) and the level of network service provided, either connected via your network infrastructure or completely removed from your IT portfolio and hosted on our private cellular network.

Hosted *FMLive* plus Cellular FMU connectivity provides a completely hands-off, zero-dependence system that gives Syntech the ability to manage, maintain and diagnose the entire system without needing to provide Syntech access to their network.



Syntech Systems, Inc.
15115 E. 15th Ave. Suite 100 Phone 850 975 2555
Fort Lauderdale, FL 33305
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City of Zephyrhills, FL
FuelMaster FMLive Service Renewal

Effective 05/01/2024 – 04/30/2025

Dear Valued Customer,

We have enjoyed serving you during the first year of your new FuelMaster System. We value your investment in your fuel security and management platform and are committed to providing quality customer service. After the initial warranty and FMLive service for your FuelMaster system conclude, Syntech provides four customer service levels to choose from:

FMLive Service at Every Level	Basic	Limited	Initial Warranty	Standard	Premium
Cloud Hosting with Cellular Connectivity	X	X	X	X	X
Free Software and Firmware Updates	X	X	X	X	X
Software ONLY Phone Support (8am – 8pm EST Mon. – Fri., Excluding Federal Holidays)	X	X	X	X	X
Software AND Hardware Phone Support with Diagnostics (8am – 8pm EST Mon. – Fri., Excluding Federal Holidays)		X	X	X	X
Free Repair Parts (Excluding Acts of God, Vandalism, User Abuse)			X	X	X
10% Discount on Replacement Parts		X			
Unlimited 24/7 Phone Support and Diagnostics Without Restriction					X
Free Certified Technician Site visits as required					X
Free Surge/Lightning Kits					X
Acts of God coverage					X
Annual Cost (2 FMUs)	\$5,280	\$5,830	Included the first year	\$7,830	\$10,580

U. R. 4/15/24 Approved