



Rizzetta & Company

# Zephyr Ridge Community Development District

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**Board of Supervisors' Meeting  
November 3, 2020**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813-994-1001**

[www.zephyrridgeccd.org](http://www.zephyrridgeccd.org)

**ZEPHYR RIDGE CDD  
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Bob Bishop Chip Jones John Blakley Scott Campbell Adam Lerner	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Tracy Robin	Straley Robin & Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

October 26, 2020

Board of Supervisors  
Zephyr Ridge Community  
Development District

**REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Zephyr Ridge Community Development District will be held on **Tuesday, November 3, 2020 at 2:00 p.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
  - A. Ratification of First Amendment of Land Purchase Contract between SPE and DR Horton.....Tab 1
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Meeting held on October 6, 2020.....Tab 2
  - B. Consideration of Operation and Maintenance Expenditures for September 2020.....Tab 3
- 5. STAFF REPORT**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,  
*Lynn Hayes*  
Lynn Hayes  
District Manager

# Tab 1

**FIRST AMENDMENT TO LAND PURCHASE CONTRACT**

THIS FIRST AMENDMENT TO LAND PURCHASE CONTRACT (this “Amendment”) is made and entered into as of October 5, 2020, by and between ZEPHYR RIDGE HOLDINGS, INC., a Florida corporation (“Seller”), and D.R. HORTON, INC., a Delaware corporation (“Buyer”).

Recitals:

Seller and Buyer entered into that certain Land Purchase Contract dated July 23, 2020, regarding real property located in Pasco County, Florida (the “Agreement”). Seller and Buyer have agreed to amend the Agreement in accordance with the terms and conditions hereof.

Agreement:

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby covenant and agree as follows:

A. Recitals. The recitals set forth above are true and correct in all respects and form an integral part of this Amendment.

B. Definitions. Capitalized terms which are defined in the Agreement and which are not otherwise defined herein shall have the same meanings herein as are ascribed to such terms in the Agreement.

C. Corporate Ratification. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AMENDMENT NOR ANY FUTURE AMENDMENT TO THE AGREEMENT SHALL BE A VALID, BINDING AND ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF BUYER: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL W. WHEAT OR PAUL ROMANOWSKI. As used herein, the term “Ratification Date” shall mean and refer to the date on which this Amendment is ratified in accordance with the foregoing sentence, as evidenced by the date in the Buyer’s corporate ratification signature block below.

D. Amendment of Exhibit A. The Agreement is hereby amended by deleting Exhibit A to the Agreement in its entirety and substituting in lieu thereof Exhibit A attached hereto.

E. Amendment of Section 10. Section 10(a) of the Agreement is hereby amended to define “Inspection Period” as the period of time beginning with the Effective Date, and ending on 11:59 p.m. on the Ratification Date of this Amendment.

F. Amendment of Section 23. The Agreement is hereby amended by deleting Section 23 of the Agreement in its entirety and inserting in lieu thereof the following:

23. **Homeowner’s Association.** Seller warrants and represents that the Seller is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Zephyr Ridge recorded in Official Records Book 9181, Page 1437 of the Public Records of Pasco County, Florida (“**Declaration**”) and in control of the Zephyr Ridge Master Association, Inc. (the “**HOA**”). Notwithstanding anything contained herein to the contrary, Buyer and Seller acknowledge and agree that (a) the Property will not be (i) annexed into the HOA or (ii) subjected to the terms and conditions of the Declaration, and (b) Buyer shall be free to create a separate homeowners association and declaration structure for the Property.

G. Amendment of Section 25. The Agreement is hereby amended by (i) deleting the words “the expiration of the Inspection Period” from the second and third sentences of subparagraph (b) of Section 25 of the Agreement and inserting in lieu thereof the following: “the Closing”, and (ii) deleting the last two (2) sentences of subparagraph (b) of Section 25 of the Agreement.

H. Resignation of Seller Representatives from CDD Board of Supervisors. Notwithstanding anything contained in the Agreement to the contrary, at the first regularly scheduled meeting of the CDD Board of Supervisors (the “Board”) after Closing, Seller shall cause Seller’s representatives who are then members of the Board, e.g., any member that was elected with Seller’s votes, to tender to the Board their respective written resignations on a seat by seat basis from the Board. If requested in writing by Buyer prior to Closing, Seller will deliver such written resignations into escrow at Closing with the other closing documents contemplated under the Agreement. Seller hereby agrees, subject to applicable laws, rules and regulations applicable to the CDD and the Board, to cooperate with Buyer and the CDD to secure the appointment of individuals named by Buyer to take the place of Seller’s representatives upon their resignation, but Seller does not represent or warrant that Buyer will hold a majority of the Board seats following the resignation of Seller’s representatives. The provisions of this Section shall survive Closing.

I. Form of Temporary Construction Easement. Buyer and the CDD agree that the form of the Temporary Construction Easement shall be in the form of Exhibit 1 attached hereto.

J. Prepaid Impact Fees. Seller represents and warrants to Buyer that, to Seller’s knowledge, as of the date hereof, there are no Pre-paid Impact Fees.

K. Notice of Suitability. Buyer and Seller hereby acknowledge and agree that upon full execution and ratification of this Amendment, this Amendment shall constitute Buyer’s Notice of Suitability pursuant to Section 10 of the Agreement, effective as of the Ratification

Date. Notwithstanding the foregoing, Buyer's issuance of its Notice of Suitability is without waiver as to any term or provision of the Agreement or any condition to Buyer's performance under the Agreement.

L. CDD Assessments. Notwithstanding anything contained in the Agreement to the contrary, Buyer and the CDD acknowledge and agree that (i) the CDD Assessments levied against the Property after the Closing and prior to Buyer's recording of a subdivision plat for the Property shall be based on an assumed lot count of sixty-five (65) lots, and (ii) the CDD Assessments levied against the Property from and after Buyer's recording of a subdivision plat for the Property shall be based on the actual number of platted residential lots but subject to Buyer's obligations under the True-Up Agreement attached as **Exhibit "F"** to the Agreement in the event the total amount of platted lots are less than sixty-five (65) as set forth in Section 24(a) of the Agreement.

M. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

N. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

O. Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. Except as revised herein, the Agreement remains unmodified. As modified herein, the Agreement is ratified and confirmed in all respects, and shall continue in full force and effect.

P. Multiple Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Q. Electronic Signatures. Except as provided below in this Paragraph to the contrary, this Amendment and any additional amendments to the Agreement may be executed only by hand-signatures; however, such signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. In addition, any party and/or the Escrow Agent may rely upon any electronic transmission of any document that is properly executed by any other party. Notwithstanding the foregoing, this Amendment and any additional amendments to the Agreement may be executed by any representative of Buyer using DocuSign or any similar technology. Except as expressly provided in this Section to the contrary, the Electronic Signatures in Global and National Commerce Act and any parallel, corresponding or similar state law or regulation shall not apply to the execution of this Amendment or any further amendment to the Agreement, and Buyer shall not be bound by any electronic signature.

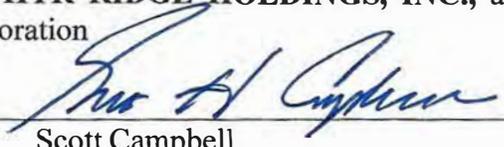
*{Remainder of Page Intentionally Left Blank}*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective duly authorized representatives as of the day and year first above written.

**SELLER:**

**ZEPHYR RIDGE HOLDINGS, INC.**, a Florida corporation

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

  
Scott Campbell  
As Its Vice President

**BUYER:**

**D.R. HORTON, INC.**, a Delaware corporation

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

Darren Saltzberg  
As Its Division President

**BUYER CORPORATE RATIFICATION**

This Amendment is hereby ratified by **D.R. Horton, Inc.**, a Delaware corporation, pursuant to and in accordance with Paragraph C hereof.

**D.R. HORTON, INC.**, a Delaware corporation

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

Name: \_\_\_\_\_  
As Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

The undersigned joins in this Amendment for the limited purpose of acknowledging and agreeing to Paragraph G, Paragraph I and Paragraph L of this Amendment.

**Zephyr Ridge Community Development District,**  
a local unit of special-purpose government  
established pursuant to Chapter 190, Florida  
Statutes

By:   
Name: Dale S Jones, Jr.  
Title: Vice Chairman

**Exhibit A**  
**LEGAL DESCRIPTION**

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 26 South, Range 21 East, Pasco County, Florida.

**Exhibit 1**  
Form of Temporary Construction Easement

Upon Recording Return To:  
DHI Title of Florida, Inc.  
Attn: Melissa Anderson  
4220 Race Track Road, Suite 800  
St. Johns, FL 32259

\_\_\_\_\_  
(Space Above This Line For Recording Data)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between Zephyr Ridge Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“Grantor”), with a notice address of \_\_\_\_\_, and D.R. Horton, Inc., a Delaware corporation (“Grantee”), with a notice address of 12602 Telecom Drive, Tampa, FL 33637.

Recitals:

Grantee is the owner of that certain parcel of real property located in Pasco County, Florida, as more particularly described on Exhibit A attached hereto (the “Grantee Property”). Grantee intends to develop the Grantee Property as a residential subdivision. Grantor is the owner of those certain parcels of real property located in Pasco County, Florida and more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Grantor Property”), which Grantor Property is located adjacent to the Grantee Property; and

Grantee intends to construct and complete within the Grantor Property certain roadway, utility, drainage, stormwater ponds and related improvements (collectively, the “Improvements”) as authorized by law, which comprise portions of and are necessary to complete Grantor’s 2006 Project, as described in the Zephyr Ridge Engineer’s Report prepared by Hills and Associates, Inc., as amended, for the benefit of the Grantee Property. As used herein, the term “Utility Improvements” shall mean and refer to the portion of the Improvements consisting of water, sewer, power, telecommunications and other utility lines and related utility improvements that are constructed by Grantee hereunder, and the term “CDD Improvements” shall mean and refer to all of the Improvements other than the Utility Improvements; and

In connection with Grantee's construction of the Improvements, Grantee desires to make use of the Grantor Property on a temporary basis, and Grantor has agreed to grant Grantee an easement over, across and under the Grantor Property on the terms and conditions hereof; and

Following completion of construction of the Improvements, Grantee will transfer and convey the Improvements by bill of sale to the Grantor to evidence Grantor's ownership of the Improvements.

Agreement:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all material respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. Grant of Temporary Easement. Grantor hereby grants and conveys to Grantee, for Grantee's use, enjoyment, and benefit, and the use, enjoyment, and benefit of Grantee's employees, agents, consultants, contractors, providers of emergency services and utility services, its successors and assigns (collectively, the "Grantee Beneficiaries"), a temporary, non-exclusive access and construction easement on upon, over, under and across the Grantor Property (the "Easement") for access, ingress, egress, and to allow Grantee to construct and install the Improvements.

3. Easement Term. The term of this Agreement shall commence on the Effective Date, and unless terminated sooner by recordation of a release of the Easement signed by Grantor and Grantee in the Public Records of Pasco County, Florida, upon the later of (i) the completion of all CDD Improvements and other requirements set forth in this Agreement, and the acceptance of such by the Grantor's Board of Supervisors, (ii) the completion of all Utility Improvements and the acceptance of such by the applicable utility providers (the "Utility Providers"), or (iii) the expiration of any warranty Grantee has provided to any third party with respect to the completed Improvements (or any portion thereof), , this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Grantor Property. Upon an automatic termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein.

4. Compliance with Governmental Regulation. Grantee shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances at its own expense in connection with Grantee's construction of the Improvements. Grantor will cooperate and assist the Grantee by consenting to and executing all permits and

licenses necessary for construction of the Improvements. Grantee shall pay all permit and license fees.

5. Maintenance. Grantee shall use reasonable efforts to minimize disruption to the normal operation of Grantor's existing infrastructure and the property owners in the Zephyr Ridge Community Development District. Grantee shall make reasonable efforts to ensure Grantee's contractors maintain the construction area in a clean and orderly manner using appropriate safety protocols.

6. Conveyance of CDD Improvements. Upon completion of the CDD Improvements in accordance with the approved plans and permits authorizing construction thereof, verification of which shall be confirmed upon issuance of the Southwest Florida Water Management District's (SWFWMD) and Pasco County's final construction completion approvals, Grantee shall convey the CDD Improvements to Grantor via a bill of sale in a form mutually agreed upon by the parties and countersigned by the Grantor to evidence its acceptance. Grantee shall assign and transfer to Grantor all warranties and guaranties received by Grantee in connection with any work on the CDD Improvements to the extent such warranties and guaranties are assignable. If such warranties and guaranties are not by their terms assignable, Grantee agrees to use commercially reasonable efforts to initiate claims and enforce such warranties in accordance with their terms for the benefit of Grantor upon demand. No compensation shall be due from Grantor to Grantee for the construction or conveyance of the CDD Improvements. Upon compliance with the requirements set forth in this Section, Grantor shall and does hereby assume responsibility for operation and maintenance of the CDD Improvements.

7. Liens and Claims. No rights created herein to enter upon the Grantor Property shall permit or empower Grantee to encumber the Grantor Property with liens arising from the construction of the Improvements contemplated herein. In this regard, Grantee shall not suffer or permit any construction lien to be placed upon or against the Grantor Property, and, in case of any such construction lien attaching, shall promptly pay and remove the same. If any such construction liens are filed, and, thereafter Grantee fails to pay and remove the same within thirty (30) days of its actual notice that said lien has arisen, then Grantor, at its election, may pay and satisfy the same, or transfer the same to other security, and in such event Grantee shall reimburse to Grantor any and all sums so paid, including interest at the highest rate allowable by Florida law accruing from the date of payment and including all reasonable costs and expenses incurred by Grantor in connection therewith, including attorneys' fees incurred before or at trial or at any re-hearing or appeal. Notwithstanding anything in the foregoing to the contrary, the terms and provisions of this Section are not intended, and shall not be construed, to limit any of the remedies either party may have under Florida law or in equity.

8. Insurance. Grantee shall cause any contractor constructing the Improvements to maintain throughout the construction period the following insurance:

Worker's Compensation Insurance in accordance with the laws of the State of Florida.

Commercial General Liability Insurance covering the Grantee's or contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

Independent Contractors Coverage for bodily injury and property damage in connection with contractors' operation.

Employer's Liability Coverage with limits of at least \$2,000,000 per accident or disease.

Automobile Liability Insurance for bodily injury in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Prior to commencing the work, Grantee shall cause each contractor constructing the Improvements to add Grantor, and its staff, consultants and supervisors as an additional insured to its insurance policies. Grantee shall cause each such contractor to furnish Grantor with a Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to Grantor unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to Grantor.

9. Indemnification. Grantee agrees to indemnify and does hereby hold Grantor and its officers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage of any nature, arising out this Agreement or the work to be performed by Grantee or its contractors hereunder, including litigation or any appellate proceedings with respect thereto; excepting, however, that Grantor shall not be indemnified against loss or liability resulting from its own negligence or the negligence of its contractors, employees or agents. Grantee further agrees that nothing herein shall constitute or be construed as a waiver of the Grantor's limitations on liability contained in section 768.28, Florida Statutes, or other statute. Any contractor retained by the Grantee shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorney fees, and reasonable paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. Assignment. No party may assign this Agreement without the prior written approval of the other parties; provided, however, that if Grantee transfers and conveys the Grantee Property in its entirety to a third party, then Grantee's rights hereunder shall run with title to the Grantee Property. Any purported assignment without such approval shall be void.

11. Modification or Amendment. This Agreement may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of the parties.

12. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.

13. Enforcement of Agreement. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

16. Entire Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

17. Failure to Perform. If any party fails to perform its respective obligations under this Agreement, the non-defaulting party may perform the defaulting party's respective obligations after providing written notice to the defaulting party specifying in reasonable detail the nature of the default and forty-five (45) days in which to cure such default, and shall thereafter have a right to collect the cost of such obligations from the defaulting party, together with interest at the highest rate allowed by Florida law.

18. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any breach of this Agreement.

19. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via facsimile or email, provided a copy is sent the next business day by method (a) or (b). All notices shall be addressed as follows:

To Grantee:

Darren M. Saltzberg, Division President  
D.R. Horton, Inc.  
12602 Telecom Drive  
Tampa, Florida 33637  
Phone: (813) 740-9720  
Fax: (866) 364-0499  
E-mail: dsaltzberg@drhorton.com

And to: Charbel J Barakat, Florida Region Counsel  
D.R. Horton, Inc.  
4042 Park Oaks Blvd., Suite 200  
Tampa, FL 33610  
Phone: (407) 850-3027  
Fax: (866) 897-5812  
E-mail: [CBarakat@drhorton.com](mailto:CBarakat@drhorton.com)

To Grantor: Zephyr Ridge Community Development District  
c/o Rizzetta & Company,  
5844 Old Pasco Road, Suite 100,  
Wesley Chapel, Florida 33544  
Phone: (813) 994-1001  
Fax: (813) 994-2100  
E-mail: [SOram@rizzeta.com](mailto:SOram@rizzeta.com)

And to: Tracy J. Robin, Esquire  
Straley Robin Vericker, Attorneys at Law  
1510 W. Cleveland Street  
Tampa, FL 33606  
Phone: (813) 223-9400  
Fax: (813) 223-5043  
E-mail: [TRobin@srwlegal.com](mailto:TRobin@srwlegal.com)

**REMAINDER OF PAGE INTENTIONALLY BLANK**  
**SIGNATURES LOCATED ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

ZEPHYR RIDGE COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me **by means of**  **physical presence** or  **online notarization** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of Zephyr Ridge Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the development district. He/She is [\_\_\_\_] personally known to me or [\_\_\_\_] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*{Remainder of Page Intentionally Left Blank}*

Signed, Sealed and Delivered  
In the presence of:

D.R. HORTON, INC., a Delaware corporation

\_\_\_\_\_  
Witness Signature

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

Name: \_\_\_\_\_

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

\_\_\_\_\_  
Witness Print Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Print Signature

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me **by means of**  **physical presence** **or**  **online notarization** this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation. He/She is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
TYPED NAME: \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**EXHIBIT A**  
**Description of the Grantee Property**

[**Note to Draft:** This legal will be the final legal description to be included in the deed from Seller to Buyer after the Land Swap is consummated in accordance with Section 25 of the Agreement.]

**EXHIBIT B**  
**Description of the Grantor Property**

[**Note to Draft:** This legal will be the final legal description for the Phase 2 property that is to be owned by the CDD after the Land Swap is consummated in accordance with Section 25 of the Agreement.]

## **Tab 2**

**MINUTES OF MEETING**

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

**ZEPHYR RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Zephyr Ridge Community Development District was held on **Tuesday, October 6, 2020 at 2:05 p.m.** via conference call pursuant to Governor DeSantis' Executive Order 21-193 (as extended by Executive Order 20-246).

Present and constituting a quorum:

Bob Bishop	<b>Board Supervisor, Chairman</b>
John Blakley	<b>Board Supervisor, Assistant Secretary</b>
Scott Campbell	<b>Board Supervisor, Assistant Secretary</b>
Adam Lerner	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Tracy Robin	<b>District Council; Straley Robin &amp; Vericker</b>
Tonja Stewart	<b>District Engineer, Stantec Consulting</b> <i>(joined meeting at 2:12 p.m.)</i>
Joe Hamilton	Representative, Steadfast Environmental

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Hayes called the meeting to order and performed roll call confirming a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

None.

**THIRD ORDER OF BUSINESS**

**Consideration of Arbitrage Agreement**

Mr. Hayes reviewed the services and costs to be provided by LLS Tax Solutions Inc. relative to the Capital Improvement Bonds, Series 2006A and 2006B.

44 On a Motion by Mr. Campbell, seconded by Mr. Bishop, with all in favor, the Board of  
45 Supervisors approved the agreement with LLS Tax Solutions Inc. to provide arbitrage  
46 services for 2020, 2021, and 2022 at a total cost of \$1,500 for Zephyr Ridge Community  
47 Development District

48 **FOURTH ORDER OF BUSINESS** **Consideration of Aquatic Maintenance**  
49 **Proposals**

50  
51 Mr. Hayes reviewed the three proposals received for aquatic maintenance services  
52 and a brief discussion ensued. The Board indicated their desire to enter into an  
53 agreement with Aquatic Weed Control with a one-time charge of \$2,480 for vegetation  
54 removal, quarterly treatments of \$1,850 each and an annual fee of \$8,172 for pond  
55 maintenance. Mr. Hayes confirmed the initial treatment was completed October 2<sup>nd</sup> 2020.  
56

On a Motion by Mr. Campbell, seconded by Mr. Bishop, with all in favor, the Board of Supervisors approved Aquatic Weed Control as the aquatics maintenance provider and authorized District Counsel to review the vendor contract and prepare the final form Zephyr Ridge CDD contract for signature by the Board Chair and Aquatic Weed Control to execute the agreement, for the Zephyr Ridge Community Development District.

57  
58 **FIFTH ORDER OF BUSINESS** **Ratification of Insurance Proposal**  
59 **through EGIS**

60  
61 Mr. Hayes reviewed the coverage included with the Egis Insurance Proposal,  
62 noting that the Chairman had previously approved the proposal due to timing constraints.  
63

On a Motion by Mr. Campbell, seconded by Mr. Blakely, with all in favor, the Board of Supervisors ratified the payment of the Egis Insurance premium of \$9,115 as presented, for the Zephyr Ridge Community Development District.

64  
65 **SIXTH ORDER OF BUSINESS** **Consideration of Duke Energy**  
66 **Proposal for Lighting**

67  
68 Mr. Hayes presented the Duke Energy Proposal to install lighting at the mailboxes  
69 and parking lot located at the Zephyr Ridge clubhouse. A request was made have District  
70 Counsel review the terms of the contract. Mr. Hayes stated that District Counsel would  
71 advise if they are able to move forward with the current contract as presented and if  
72 approved, installation would be 4-6 weeks after the approval.

73  
74 On a Motion by Mr. Campbell, seconded by Mr. Bishop, with all in favor, the Board of Supervisors approved the installation of pole lights in the parking lot at the Zephyr Ridge clubhouse with monthly payment terms pending review by District Counsel, for the

Zephyr Ridge Community Development District.

75  
76 **SEVENTH ORDER OF BUSINESS** **Consideration of Minutes of the Board**  
77 **of Supervisors' Meeting held on**  
78 **August 4, 2020**  
79

80 Mr. Hayes presented the meeting minutes from the August 4, 2020 Board meeting.  
81

On a Motion by Mr. Bishop, seconded by Mr. Campbell, with all in favor, the Board of Supervisors approved the meeting minutes from the Board of Supervisors' meeting on August 4, 2020, for the Zephyr Ridge Community Development District

82  
83 **EIGHTH ORDER OF BUSINESS** **Consideration of Operation and**  
84 **Maintenance Expenditures for the**  
85 **Months of July and August 2020**  
86

87 Mr. Hayes presented the Operations and Maintenance expenditures for July and  
88 August 2020.  
89

On a Motion by Mr. Jones, seconded by Mr. Bishop, with all in favor, the Board of Supervisors ratified the payments of the July 2020 (\$16,211.95) and August 2020 (\$21,054.38) Operations and Maintenance expenditures for the Zephyr Ridge Community Development District.

90  
91 **EIGHTH ORDER OF BUSINESS** **Staff Reports**  
92

93 **A. District Counsel**

94 District Counsel mentioned to the Board that the next Zephyr Ridge CDD meeting  
95 was scheduled on November 3, 2020 at 2:00 p.m. which is election day. District  
96 Counsel asked the Board if this would cause a conflict for anyone to meet. The  
97 board replied that they could meet as scheduled. District Counsel also mentioned  
98 that this meeting would mostly likely be an in-person Board meeting if Governor  
99 DeSantis does not extend the current Executive Order and that three board  
100 members must be present for quorum requirements.

101  
102 **B. District Engineer**

103 No report.

104  
105 **C. District Manager**

106 Mr. Hayes reminded the Board of Supervisors that the next regular meeting is  
107 scheduled for Tuesday, November 3, 2020 at 2:00 p.m. at the offices of Rizzetta &  
108 Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

109 if Governor DeSantis does not extend the current Executive Order. The Board  
110 requested having the zoom phone only conference call option available for the  
111 other two Board members and residents to join the meeting.  
112

113 **NINTH ORDER OF BUSINESS**

**Supervisor Requests**

114  
115 There were none put forward.  
116

117  
118 **TENTH ORDER OF BUSINESS**

**Adjournment**

119  
120 Mr. Hayes stated that if there was no further business to come before the Board,  
121 then a motion to adjourn the meeting would be in order.  
122

On Motion by Mr. Bishop, seconded by Mr. Lerner, with all in favor, the Board of Supervisors adjourned the meeting at 2:38 p.m., for Zephyr Ridge Community Development District.
---

123  
124  
125  
126  
127

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Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## **Tab 3**

# ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## Operation and Maintenance Expenditures September 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$31,568.59**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Zephyr Ridge Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bright house Networks	002229	077217201082820	5129 Geiger Estates Dr 09/20	\$ 126.97
DCSI Inc.	002231	27559	Amenity Center Access System 09/20	\$ 467.00
Duke Energy Florida, LLC	002232	25007 07159 08/20	35510 Old Geiger Road 08/20	\$ 146.24
Duke Energy Florida, LLC	002237	25007 07159 09/20	35510 Old Geiger Road 08/20	\$ 73.94
Duke Energy Florida, LLC	002232	80274 71403 08/20	Utility Service 08/20	\$ 2,026.11
Duke Energy Florida, LLC	002232	82469 22296 08/20	5129 Geiger Estates Dr Clubhouse 08/20	\$ 42.69
Egis Insurance Advisors LLC	002235	11481	General POL/Liability Insurance FY 20/21	\$ 9,115.00
Jayman Enterprises LLC	002233	1197	Janitorial Services 06/20	\$ 787.50
Jayman Enterprises LLC	002224	1267	Janitorial Services 08/20	\$ 787.50
K. Johnson's Lawn & Landscaping, Inc.	002238	17423	Monthly Landscaping Maintenance 09/20	\$ 4,015.00

# Zephyr Ridge Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
K. Johnson's Lawn & Landscaping, Inc.	002236	17495	Mowing Of Litoral Shelves 07/20	\$ 500.00
K. Johnson's Lawn & Landscaping, Inc.	002236	17496	Mowing Of Litoral Shelves 08/20	\$ 500.00
Pasco County	002225	13845293	0986510 5129 Geiger Estates Dr 07/20	\$ 567.41
Pasco County	002239	13971562	0986510 5129 Geiger Estates Dr 08/20	\$ 282.65
Rizzetta & Company, Inc.	002222	INV0000052527	District Management Fees 09/20	\$ 4,363.34
Rizzetta Amenity Services, Inc.	002226	INV0000000007888	Amenity Management Services 08/20	\$ 728.64
Rizzetta Amenity Services, Inc.	002234	INV0000000007920	Amenity Management Services 09/20	\$ 1,461.30
Rizzetta Amenity Services, Inc.	002240	INV0000000007980	Amenity Management Services 09/20	\$ 769.45
Rizzetta Technology Services	002223	INV0000006172	Email & Website Hosting Services 09/20	\$ 175.00
Stantec Consulting Services Inc.	002227	1698057	Engineering Services 08/20	\$ 915.00

# Zephyr Ridge Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Straley Robin Vericker	002228	18812	General Legal Services 08/20	\$ 1,422.45
Straley Robin Vericker	002241	18834	General Legal Services 09/20	\$ 2,145.00
Times Publishing Company	002242	000010628 09/16/20	Legal Advertising Acct 49563 09/20	<u>\$ 150.40</u>
<b>Report Total</b>				<b><u>\$ 31,568.59</u></b>