



Rizzetta & Company

# **Wesbridge Community Development District**

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**Board of Supervisors' Meeting  
July 26, 2019**

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

## **WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Brady Lefere Mark Roscoe Ray Aponte Mike Piendel Jacque Gendron	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Jordan Lansford	Rizzetta & Company, Inc.
<b>District Counsel</b>	Scott Steady	Burr Forman, P.A.
<b>District Engineer</b>	Chris Fisher	Clearview Land Design

**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) 533-2950. 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.

July 18, 2019

Board of Supervisors  
**Wesbridge Community  
Development District**

**AGENDA**

Dear Board Members:

The Special Meeting of the Board of Supervisors of the Wesbridge Community Development District will be held on **Friday, July 26, 2019 at 1:00 p.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held June 10, 2019.....Tab 1
  - B. Consideration of Minutes of Board of Supervisor's Special Meeting held June 21, 2019.....Tab 2
  - C. Consideration of Operation & Maintenance Expenditures for May 2019.....Tab 3
- 4. BUSINESS ITEMS**
  - A. Acceptance of Bill of Sale for Landscaping and Hardscaping for Phase 1.....Tab 4
  - B. Approval for 2<sup>nd</sup> Amendment to the Agreement Regarding the Acquisition of Improvements and Real Property.....Tab 5
  - C. Public Hearing to Consider the Imposition of Special Assessments
    1. Consideration of Final Special Assessment Allocation Report (will be presented at Hearing – under separate cover)
    2. Consideration of Testimony as to the Proprietary and Advisability of Making the Improvements and Funding Them with Special Assessments
    3. Meet as an Equalizing Board
  - D. Consideration of Resolution 2019-42 Adopting Levying Special Assessments.....Tab 6
  - E. Consideration of True-Up Agreement.....Tab 7
  - F. Consideration of Declaration of Consent and Imposition of Special Assessments.....Tab 8
  - G. Consideration of Collateral Assignment.....Tab 9
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**

## 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,

*Jordan Lansford*

Jordan Lansford

District Manager

## **Tab 1**

**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.

**WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Wesbridge Community Development District was held on **Monday, June 10, 2019 at 3:01 p.m.** at the office of Rizzetta & Company located at 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Brady Lefere  
Mark Roscoe  
Ray Aponte

**Chairman**  
**Vice Chairman**  
**Assistant Secretary**

Also present were:

Jordan Lansford  
Scott Steady

**District Manager, Rizzetta & Co.**  
**District Counsel, Burr Forman**

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order and roll call performed, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of Board of Supervisors Regular Meeting held on May 13, 2019**

On a Motion by Mr. Lefere, seconded by Mr. Roscoe, with all in favor, the Board of Supervisors approved meeting minutes from the regular meeting held on May 13, 2019 for Wesbridge Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation &  
Maintenance Expenditures for April  
2019**

On a Motion by Mr. Roscoe, seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for April 2019 (\$3,354.50) for Wesbridge Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-39,  
Authorizing and Delegation**

Mr. Steady presented Resolution 2019-39 and it was approved, as amended, by the Board. Mr. Lefere will have Resolution 2019-39 executed via PDF.

To initiate the assessment process, a Special Meeting is scheduled for June 21, 2019, at 3:00 p.m., at the office of Rizzetta & Company, Wesley Chapel, Florida. A Special Hearing Meeting will be held on June 26, 2019, at 1:00 p.m., at Rizzetta and Company, Wesley Chapel, Florida, to approve the assessment process.

On a Motion by Mr. Lefere, seconded by Mr. Roscoe, with all in favor, the Board of Supervisors adopted Resolution 2019-39, Special Assessment Bonds, Series 2019 for Wesbridge Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Deficit Funding  
Agreement**

Mr. Steady presented and reviewed the Deficit Funding Agreement.

On a Motion by Mr. Lefere, seconded by Mr. Roscoe, with all in favor, the Board of Supervisors approved the Deficit Funding Agreement for Wesbridge Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of First Amendment to  
the Deficit Funding Agreement**

Mr. Steady presented the First Amendment to the Acquisition of Improvements and Real Property.

On a Motion by Mr. Lefere, seconded by Mr. Roscoe, with all in favor, the Board of Supervisors approved the First Amendment to the Acquisition of Improvements and Real Property for Wesbridge Community Development District.

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**EIGHTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

No report

**B. District Engineer**

No report

**C. District Manager**

Ms. Lansford reminded the Board that the next meeting will be held on July 22, 2019 at 3:00 PM at the office of Rizzetta & Company located at 5844 Old Pasco Rd Suite 100, Wesley Chapel FL, 33544.

Ms. Lansford stated to the Board that the August 12, 2019 meeting will include the Fiscal Year 2019/2020 Final Budget.

The Board approved the proposal from Campus Suites contingent on Campus Suites matching VGlobalTech's year 1 price of \$6,240.00. Ms. Lansford spoke with Campus Suites and negotiated a year one price of \$3,877.50 and an ongoing cost of \$388.13/quarter; and \$1,552.50 annually. Ms. Lansford will forward this proposal over to Mr. Steady to have a contract drafted.

Mr. Lefere will send Ms. Lansford the changes to the Hurricane Plan example to be presented at the next meeting.

**NINTH ORDER OF BUSINESS****Supervisor Requests and Audience Comments**

There were no supervisor requests and there was no audience present to comment.

**TENTH ORDER OF BUSINESS****Adjournment**

On a Motion by Mr. Lefere, seconded by Mr. Roscoe, with all in favor, the Board of Supervisors adjourned the meeting at 3:38 p.m. for Wesbridge Community Development District.

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Secretary/Assistant Secretary

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Chairman/ Vice Chairman



## **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.

**WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Wesbridge Community Development District was held on **Monday, June 21, 2019 at 3:00 p.m.** at the office of Rizzetta & Company located at 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Brady Lefere	<b>Chairman</b>
Mark Roscoe	<b>Vice Chairman</b>
Ray Aponte	<b>Assistant Secretary</b>

Also present were:

Jordan Lansford	<b>District Manager, Rizzetta &amp; Co.</b>
Scott Brizendine	<b>Finance Dir, Rizzetta &amp; Co.</b>
Scott Steady	<b>District Counsel, Burr Forman</b>

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order and roll call performed, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Consideration of Special Assessment  
Allocation Report**

Ms. Lansford presented the Special Assessment Allocation Report for review.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved the Special Assessment Allocation Report, for Wesbridge Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-40;  
Adopting Initiating the Assessment  
Process**

Ms. Lansford presented Resolution 2019-40; Adopting Initiating the Assessment Process for review.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors adopted Resolution 2019-40; Adopting Initiating the Assessment Process, for Wesbridge Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-41;  
Adopting Setting the Public Hearing to  
Levy the Assessment**

Ms. Lansford presented Resolution 2019-41; Adopting Setting the Public Hearing to Levy the Assessment for review.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors adopted Resolution 2019-41; Adopting Setting the Public Hearing to Levy the Assessment. The meeting is July 26, 2019 at 1:00 p.m., for Wesbridge Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report

**B. District Engineer**

No report

**C. District Manager**

Ms. Lansford reminded the Board that the meeting for July 8, 2019 has been canceled. The next meeting is scheduled for July 26, 2019 at 1:00 p.m.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no supervisor requests and there was no audience present to comment.

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**TENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors adjourned the meeting at 3:07 p.m., for Wesbridge Community Development District.
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Secretary/Assistant Secretary

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Chairman/ Vice Chairman

## **Tab 3**

# **Wesbridge Community Development District**

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DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY RIVERVIEW, FLORIDA 33578

## **Operations and Maintenance Expenditures May 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented:   **\$7,990.80**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## **Wesbridge Community Development District**

### **Paid Operation & Maintenance Expenditures**

May 1, 2019 Through May 31, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Burr & Forman LLP	001022	1077441	Legal Services 02/19	\$ 751.00
Burr & Forman LLP	001022	1080264	Legal Services 03/19	\$ 689.80
Rizzetta & Company, Inc.	001023	INV0000039713	District Management Services 04/19	\$ 3,275.00
Rizzetta & Company, Inc.	001023	INV0000040288	District Management Services 05/19	<u>\$ 3,275.00</u>
Report Total				<u>\$ 7,990.80</u>



Post Office Box 830719  
Birmingham, Alabama 35283-0719  
Office: (205) 251-3000  
Fax: (205) 458-5100  
BURR.COM

results matter  
**RECEIVED**  
APR - 1 2019  
BY: .....

WESBRIDGE CDD  
c/o RIZETTA & COMPANY  
5844 OLD PASCO ROAD  
WESLEY CHAPEL, FL 33544

27 Mar 2019  
Invoice # 1077441  
Bill Atty: S Steady  
As of 02/28/19

0032649 WESBRIDGE CDD  
0000001 General CDD

EMPLOYER I.D. #63-0322727

### BILL SUMMARY THROUGH FEBRUARY 28, 2019

Professional Services	\$750.00
Disbursements	1.00
<b>TOTAL DUE THIS BILL</b>	<b>\$751.00</b>

Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_

D/M approval BR Date 04/09/19

Date entered APR 04 2019

Fund 001 GL 54100 OC 3107

Check # \_\_\_\_\_

REMITTANCE COPY

PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT



# BURR & FORMAN LLP

0032649 WESBRIDGE CDD  
0000001 General CDD

27 Mar 2019  
Invoice # 1077441  
Page 2

WESBRIDGE CDD  
c/o RIZETTA & COMPANY  
5844 OLD PASCO ROAD  
WESLEY CHAPEL, FL 33544

27 Mar 2019  
Invoice # 1077441  
Bill Atty: S Steady  
As of 02/28/19

EMPLOYER I.D. #63-0322727

0032649 WESBRIDGE CDD  
0000001 General CDD

Date	Description	Atty	Hours	Value
02/13/19	Calls and emails with Brady and Joe regarding Pulte's advancement of deposit for utilities.	SIS	0.50	\$187.50
02/26/19	Draft and transmit agreement for reimbursement of utility deposit.	SIS	1.30	\$487.50
02/27/19	Emails to Brian to have him put item on agenda.	SIS	0.20	\$75.00
Total Services			2.00	\$750.00

Date	Disbursements	Value
	Postage	1.00
	Total Disbursements	\$1.00
	Total Services and Disbursements	\$751.00
	TOTAL NOW DUE	\$751.00

# BURR & FORMAN LLP

0032649 WESBRIDGE CDD  
0000001 General CDD

27 Mar 2019  
Invoice # 1077441  
Page 3

## SUMMARY OF SERVICES

<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Scott Steady	\$375.00	2.00	\$750.00
TOTALS		2.00	\$750.00



Post Office Box 830719  
Birmingham, Alabama 35283-0719  
Office: (205) 251-3000  
Fax: (205) 458-5100  
BURR.COM

WESBRIDGE CDD  
c/o RIZETTA & COMPANY  
5844 OLD PASCO ROAD  
WESLEY CHAPEL, FL 33544

11 Apr 2019  
Invoice # 1080264  
Bill Atty: S Steady  
As of 03/31/19

0032649 WESBRIDGE CDD  
0000001 General CDD

EMPLOYER I.D. #63-0322727



**BILL SUMMARY THROUGH MARCH 31, 2019** BY: .....

Professional Services	\$675.00
Disbursements	14.80
<b>TOTAL DUE THIS BILL</b>	<b>\$689.80</b>
Previous Balance Due	\$751.00
<b>TOTAL BALANCE DUE</b>	<b>\$1,440.80</b>

Date Rec'd Rizzetta & Co., Inc. \_\_\_\_\_  
D/M approval Sp Date 4/29/19  
Date entered APR 26 2019  
Fund \_\_\_\_\_ GL \_\_\_\_\_ OC \_\_\_\_\_  
Check# \_\_\_\_\_

REMITTANCE COPY

PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT

# BURR & FORMAN LLP

0032649 WESBRIDGE CDD  
0000001 General CDD

11 Apr 2019  
Invoice # 1080264  
Page 2

WESBRIDGE CDD  
c/o RIZETTA & COMPANY  
5844 OLD PASCO ROAD  
WESLEY CHAPEL, FL 33544

11 Apr 2019  
Invoice # 1080264  
Bill Atty: S Steady  
As of 03/31/19

EMPLOYER I.D. #63-0322727

0032649 WESBRIDGE CDD  
0000001 General CDD

Date	Description	Atty	Hours	Value
03/04/19	Email Chris regarding acquisition of phase by District; forward Bills of Sale for water and sewer; draft Bill of Sale and certificate.	SIS	0.50	\$187.50
03/25/19	Review materials sent by Chris for acquisition of first phase; review plat; call with Chris to discuss documents and plat dedication of amenity center to CDD; email Brady regarding amenity center; email team regarding status; call to art Merritt's office to discuss process to convey rec center to HOA.	SIS	1.30	\$487.50
Total Services			1.80	\$675.00

Date	Disbursements	Value
02/28/19	Overnight Mail – VENDOR: FedEx INVOICE#: 647795062 DATE: 3/4/2019 Tracking #774587448701 From: Burr & Forman LLP, 201 North Franklin Street Ste, TAMPA, FL 33602 To: Clerk of Pasco County Court, West Pasco Judicial Center, NEW PORT RICHEY, FL 34654	14.80
Total Disbursements		\$14.80

# BURR & FORMAN LLP

0032649 WESBRIDGE CDD  
0000001 General CDD

11 Apr 2019  
Invoice # 1080264  
Page 3

Total Services and Disbursements	\$689.80
Previous Balance Due	<u>\$751.00</u>
TOTAL NOW DUE	<u>\$1,440.80</u>

## SUMMARY OF SERVICES

<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Scott Steady	\$375.00	<u>1.80</u>	<u>\$675.00</u>
TOTALS		1.80	\$675.00

Rizzetta & Company, Inc.  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

# Invoice

Date	Invoice #
4/1/2019	INV0000039713

## Bill To:

Wesbridge CDD  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33626

RECEIVED  
 MAR 26 2019

Services for the month of		Terms	Client Number
April		Upon Receipt	00282
Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$300.00	\$300.00
Accounting Services 3111	1.00	\$1,000.00	\$1,000.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00
Subtotal			\$3,275.00
Total			\$3,275.00

Rec'd Rizzetta & Co, Inc. \_\_\_\_\_  
 J/M approval (Signature) Date 4-1-19  
 Date entered MAR 29 2019  
 Fund 001 GL 51300 OC KK  
 Check # \_\_\_\_\_



Rizzetta & Company, Inc.  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

RECEIVED

APR 24 2019

# Invoice

Date	Invoice #
5/1/2019	INV0000040288

## Bill To:

Wesbridge CDD  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33626

Services for the month of		Terms	Client Number
May		Upon Receipt	00282
Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$300.00	\$300.00
Accounting Services 3201	1.00	\$1,000.00	\$1,000.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00
Date Rec'd Rizzetta & Co, Inc. _____			
D/M approval <u>Q2</u> Date <u>4/29/19</u>			
Date entered <u>APR 26 2019</u>			
Fund <u>001</u> GL <u>51300</u> OC <u>KV</u>			
Check # _____			
Subtotal			\$3,275.00
Total			\$3,275.00

## Tab 4



## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 2662 South Falkenburg Road, Riverview, Florida 33578 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Wesbridge Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All Landscaping and Hardscaping, and all associated work product, located on portions of the real property described in the legal description attached hereto as **Exhibit A** (the “**Project**”).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

AND the Seller represents to the District that the Seller has no knowledge of any latent or patent defects in the Property. The Seller hereby assigns, transfers and conveys to the District any and all rights against any and all firms or entities which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification. By execution of this document, the Seller affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action

in this document and in this form. Nothing herein shall be construed as a waiver of District's limitations on liability provided in Section 768.28, Florida Statutes.

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

Witnessed:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

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

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

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

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

Tracts A, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 and B-10, as described in WESBRIDGE PHASE 1, according to the map or plat thereof recorded in Plat Book 78, Pages 40–46, of the Public Records of Pasco County, Florida.

## **Tab 5**

**SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN  
PULTE HOME COMPANY, LLC, AND  
WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT  
REGARDING THE ACQUISITION OF IMPROVEMENTS AND REAL PROPERTY**

THIS SECOND AMENDMENT ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, with a principal address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"), and

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company, the owner of certain lands within the boundaries of the District, with a mailing address of 2662 S. Falkenburg Road, Riverview, Florida 33578, and its successors and assigns (the "Landowner"; and together with the District, the "Parties").

**RECITALS**

**WHEREAS**, on January 24, 2019 the Parties entered into the Agreement by and between Pulte Home Company, LLC, and Wesbridge Community Development District Regarding the Acquisition of Improvements and Real Property, as amended by that certain First Amendment to the Agreement by and between Pulte Home Company, LLC, and Wesbridge Community Development District Regarding the Acquisition of Improvements and Real Property dated May 10, 2019 (collectively, the "Agreement"); and

**WHEREAS**, the Parties agree to amend the Agreement as provided below; and

**WHEREAS**, given the District had no funds for the construction of Phase 1, the Developer entered into a contract with Ripa & Associates for the construction of Phase 1 and the related District Improvements; and

**WHEREAS**, the District has acquired the District Improvements within Phase 1 as documented herein; and

**WHEREAS**, the previous acquisition of Phase 1 Improvements did not include the acquisition of Landscaping/Hardscaping, which acquisition is documented herein.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein.

B. Acquisition of Phase 1 Landscaping/Hardscaping.

1. For the Phase 1 Landscaping/Hardscaping the District has accepted the following:

- (a) Bill of Sale dated July 16, 2019.
- (b) Affidavits Regarding Costs Paid issued by Landowner in the amount of \$496,688.65.
- (c) Cost Certificate issued by the District Engineer in the amount of \$496,688.65.

C. Amount Owed.

1. The amount owed to Landowner:

\$3,090,344.50 First Amendment

\$496,688.65 Second Amendment

Total: \$3,587,033.15

2. The amount of \$3,587,033.15 is owed to Landowner.

D. All terms and provisions of the Agreement shall remain in effect as hereby amended and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Amendment the day and year first written above.

Attest:

**WESBRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_, as Chairman

Witness:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

\_\_\_\_\_  
[Print Name]

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



## Tab 6

## **RESOLUTION 2019-42**

**A RESOLUTION AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### **RECITALS**

**WHEREAS**, the Wesbridge Community Development District (“District”) previously indicated its intention to construct or acquire certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District Board of Supervisors (“Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct master stormwater system, water and wastewater system, roadway improvements, master utilities, landscape and

hardscape improvements, recreation improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the "Project," the nature and location of which was initially described in Resolution 2019-40 and is shown in the *Engineer's Report*, dated October, 2018 (the "Engineer's Report"), and which Project's plans and specifications are on file in the offices of the District Manager and the local records office at Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the "Bonds").

(g) By Resolution 2019-40, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2019-40 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2019-40, said Resolution 2019-40 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2019-40, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2019-41 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or

parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On July 26, 2019, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Project is as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Assessment Methodology* for the Bonds (the "Assessment Report," attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the special assessments set forth on the final assessment roll (the "Special Assessments"); and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in Exhibit B; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECT.** That certain Project for construction of infrastructure improvements initially described in Resolution 2019-40, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Special Assessments on the parcels specially benefited by the Project, all as specified in the Final Assessment Roll set forth in **Exhibit C**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in Exhibit C, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the Final Assessment Roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

**SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent

to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Hillsborough County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

**SECTION 8. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT.** Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 9. ASSESSMENT NOTICE.** The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Hillsborough County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 10. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 11. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 12. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** *Engineer's Report*, dated October, 2018

**Exhibit B:** *Master Assessment Methodology*, dated \_\_\_\_\_

**Exhibit C:** *Final Assessment Plat and Roll*

## **Tab 7**



This Instrument Prepared By and  
Once Recorded Please Return To:  
Scott I. Steady, Esq.  
Burr & Forman, LLP  
201 N. Franklin Street, Suite 3200  
Tampa, Florida 33602

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[space above for recording purposes]

**AGREEMENT BETWEEN THE WESBRIDGE COMMUNITY DEVELOPMENT  
DISTRICT AND PULTE HOME COMPANY, LLC, REGARDING THE TRUE-UP AND  
PAYMENT OF SERIES 2019 ASSESSMENTS**

**THIS AGREEMENT** is made and entered into this      day of      , 2019, by and between:

**WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, whose address is 5844 Old Pasco Road, Ste. 100, Wesley Chapel, Florida, 33544 (the “District”), and

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company, the sole owner of certain lands within the boundaries of the District, whose address is 2662 South Falkenburg Road, Riverview, Florida 33578 (the “Developer”; and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”) and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, Developer is the owner and developer of certain lands within the boundaries of the District (the “Developer Lands”), which lands are described in **Exhibit A**; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Engineer’s Report*, dated October 2018 (the “Engineer’s Report”) (the “Capital Improvement Program”); and

**WHEREAS**, the District intends to finance a portion of the Capital Improvement Program (the “Improvements”) through the anticipated issuance of 2019 Bonds, in the aggregate principal amount of \$      (the “2019 Bonds”); and

**WHEREAS**, pursuant to Resolutions 2019-40, 2019-41, \_\_\_\_\_ and (the “Assessment Resolutions”), the District has imposed special assessments (the “Series 2019 Assessments”) on certain lands within the boundaries of the District (the “District Lands”) to secure the repayment of the 2019 Bonds; and

**WHEREAS**, Developer agrees that all lands within the District Lands, including Developer’s property, benefit from the timely design, construction, or acquisition of the Improvements; and

**WHEREAS**, Developer agrees that the Series 2019 Assessments which were imposed on the District Lands have been validly imposed and constitute valid, legal and binding liens upon all lands within the District as to which Series 2019 Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2019 Assessments on the lands within the District; and

**WHEREAS**, the *Preliminary Special Assessment Allocation Report*, dated January 21, 2009, as supplemented by the \_\_\_\_\_, dated \_\_\_\_\_, attached to Resolution \_\_\_\_\_ as Exhibit B (together the “Assessment Report”), provide that as the lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on the developable acres within the District, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends that the lands within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which Developer shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the District approving the final plat or site plan for a parcel or tract, as described in the District’s Assessment Report for the 2019 Bonds (which payments shall collectively be referenced as the “True-Up Payment”); and

**WHEREAS**, Developer and the District desire to enter into an agreement to confirm Developer’s intention and obligation, if required, to make the True-Up Payment related to the Series 2019 Assessments, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Series 2019 Assessments imposed as a lien by the District are legal, valid and binding liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2019 Assessments.

**SECTION 3. COVENANT TO PAY.** Developer agrees that to the extent Developer fails to timely pay all Series 2019 Assessments collected by mailed notice of the District, said unpaid Series 2019 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

**SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

*A. Assumptions as to Series 2019 Assessments.* As of the date of the execution of this Agreement, Developer has informed the District that Developer plans to construct or provide for the construction of a specific number of single family units,, (the “Units”) with a total Equivalent Assessment Unit (EAU) count within the boundaries of the District Lands and on lands subject to the Series 2019 Assessments, as provided for in the Assessment Report.

*B. Process for Reallocation of Assessments.* For the unplatted tracts, the Series 2019 Assessments will initially be on unplatted developable acreage in the District Lands and will be reallocated as lands are platted. In connection with such development of acreage, the Series 2019 Assessments imposed on the acreage being platted or submitted for site plan review will be allocated based upon the actual number and type of Units within the area being platted. In furtherance thereof, at such time as developable acreage is to be platted, Developer covenants that such plat shall be presented to the District. The District shall allocate the Series 2019 Assessments to the Units being platted and the remaining developable acreage of the Developer in accordance with the District’s Assessment Report and cause such reallocation to be recorded in the District’s Improvement Lien Book.

(i). It is an express condition of the lien established by the Assessment Resolutions that at the time of recording of any and all plats containing any portion of the lands within the District, as the District’s boundaries may be amended from time to time, that such plat shall be presented to the District for review, approval and allocation of the Series 2019 Assessments to the Units being platted and the remaining property in accordance with the District’s Assessment Report. Developer covenants to comply, or cause others to comply, with this requirement for the reallocation. No further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the reallocation of Series 2019 Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District.

(ii). As the acreage within the District is developed, it will be platted. At the time that any residential plat is presented to the District, the District shall determine if the par debt of all outstanding bonds will be assigned to the total number of Units to be developed, taking into account the submitted plat. If not, the District shall determine the remaining par debt of all outstanding bonds unassigned to Units and the total number of developable acres owned by Developer remaining to be platted and shall determine if the maximum par debt per acre, as provided in the Assessment Report, is exceeded. If the maximum par debt per acre is exceeded, a debt reduction payment in the amount equal to the par debt that is not capable of being assigned to the total number of developable acres, plus any applicable interest charges and collection fees (the "True-Up Payment") shall become due and payable prior to the District's approval of the plat in accordance with the District's Assessment Report, in addition to the regular assessment installment payable for lands owned by the Developer for that tax year. However, such determinations shall not be required for any re-plat. When the final plat is prepared for lands within the District Lands and presented to the District for review, approval and reallocation of the Series 2019 Assessments, the above-described process for determining whether a final True-Up Payment is due and owing shall be adhered to. The District shall not release the lien of the assessments on any developable land subject to a plat until the applicable True-Up Payments due, if any, have been made. As evidence of a True-Up Payment due and payable, the District, after thirty (30) days notice to the Developer that the True-Up Payment is due, may record a Notice of Lien of Unpaid Assessments over the lands contained within the plat in the official records of Pasco County, Florida, until such time as the True-Up Payment has been paid to the District. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, Developer agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the 2019 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. In all cases, the True-Up Payment shall be determined in accordance with the District's Assessment Report and any conflict between these documents shall be governed by the District's Assessment Report.

(iii). The foregoing is based on the District's understanding with Developer that Developer intends to develop 351 Units with 330.60 EAUs as indicated in the Assessment Report on the developable acres within the District Lands. However, the District agrees that nothing herein prohibits more than the number of Units or EAUs indicated in the Assessment Report from being developed. As long as at least the number of EAUs as indicated in the Assessment Report are platted, no True-Up Payment will be required. In no event shall the District collect the Series 2019 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Improvements on land, including all costs of financing and interest. The District, however, may collect Series 2019 Assessments in excess of the annual debt service related to the Improvements on land, including all costs of financing and interest, which shall be applied to prepay the 2019 Bonds. If the strict application of the True-Up methodology to any assessment reallocation for any plat pursuant to this paragraph would result in assessments collected in excess of the District's total debt service obligation for the Improvements on lands, the District agrees to take appropriate action by resolution at a duly noticed meeting but without the need for further public hearing, to equitably reallocate the Series 2019 Assessments to such Units pursuant to the District's Assessment Report.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to abide by the requirements of the reallocation of Series 2019 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding consequential and punitive damages.

**SECTION 6. RECOVERY OF COSTS AND FEES.** In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 7. NOTICE.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or telecopied or hand delivered to the parties, as follows:

- A. If to the District: Wesbridge Community  
Development District  
5844 Old Pasco Road, Ste. 100  
Wesley Chapel, Florida, 33544  
Attn: District Manager
- With a copy to: Burr & Forman, LLP  
201 N. Franklin Street, Ste. 3200  
Tampa, Florida 33602  
Attn: Scott I. Steady, Esq.
- B. If to Developer: Pulte Home Company, LLC  
2662 South Falkenburg Road  
Riverview, Florida 33578  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 8. ASSIGNMENT.**

A. Developer may not assign its True-Up obligations under this Agreement except in accordance with the terms of this Section 8(C) below. This Agreement shall constitute a covenant running with title to the District Lands, binding upon Developer and its successors and assigns as to the District Lands or portions thereof, and any transferee of any portion of the District Lands, but shall not be binding upon transferees permitted by Sections 8(B)(i), (ii) or (iii) below.

B. Developer shall not transfer any portion of the District Lands to any third party without complying with the terms of Section 8(C) below, other than:

- (i) Platted and fully-developed lots to homebuilders restricted from replatting.
- (ii) Platted and fully-developed lots or completed homes to end users.
- (iii) Portions of the District Lands exempt from assessments to the County, the District, other governmental agencies or a homeowner's association created to serve any portion of the project.

Any transfer of any portion of the District Lands pursuant to subsections (i), (ii) or (iii) of this Section 8(B) shall constitute an automatic release of such portion of the District Lands from the scope and effect of this Agreement.

C. Developer shall not transfer any portion of the District Lands to any third party, except as permitted by Sections 8(B)(i), (ii) or (iii) above, without satisfying the following conditions ("Transfer Conditions"): either (i) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager as a condition to such transfer; or (ii) causing such third party to assume in writing Developer's True-Up obligation under this Agreement. The transferee assuming Developer's True-Up obligation in accordance herewith shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of the District Lands so transferred. Any transfer that is consummated pursuant to this Section 8(C) shall operate as a release of Developer from its obligations under this Agreement as to such portion of the District Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection (i) or assumption of such obligations by the transferee under subsection (ii) above.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties. This Agreement may not be amended without the prior written consent of the Trustee and the

Bondholders owning a majority of the aggregate principal amount of the 2019 Bonds then outstanding.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement may not be terminated without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the 2019 Bonds then outstanding.

**SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arms length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 12. BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, the Trustee for the 2019 Bonds, on behalf of the owners of the 2019 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. The Trustee shall not be deemed to have assumed any obligations hereunder.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.

**SECTION 15. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 16. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 17. EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**WESBRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as Chairman of the Wesbridge Community Development District. Such person [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**PULTE HOME COMPANY, LLC**, a Michigan  
limited liability company

\_\_\_\_\_

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title:  
\_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as \_\_\_\_\_, of Pulte Home Company, LLC, a  
Michigan limited liability company, on its behalf. Such person [ ] is personally known to me or [ ]  
produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A:**     Legal Description of Developer Lands

**Exhibit A**  
Legal Description of Developer Lands

## **Tab 8**

**Prepared By and Return To:**

Scott I. Steady, Esq.  
Burr & Forman, LL  
201 N. Franklin Street, Ste. 3200  
Tampa, Florida 33602

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**DECLARATION OF CONSENT TO JURISDICTION OF THE  
WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS (“DECLARATION”)**

The undersigned, being a duly authorized representative of Pulte Home Company, LLC, a Michigan limited liability company, as the owner of those lands described in **Exhibit A** attached hereto (the “Property”), located within the boundaries of Wesbridge Community Development District (the “District”), intends that it and its respective successors in interest, heirs and assigns (collectively the “Landowner”) shall be legally bound by this Declaration, hereby declares, acknowledges and agrees, as applicable, as follows:

1. Landowner acknowledges that the District is, and has been at all times, on and after August 13, 2018, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Pasco County, Florida (the “County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No.18-30, effective as of August 13, 2018, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District (the “Board”) were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from August 13, 2018, to and including the date of this Declaration.

2. The Landowner acknowledges and agrees, that the special assessments imposed by Resolution Nos. 2019-40, 2019-41, \_\_\_\_\_, duly adopted by the Board on June 21, 2019, June 21, 2019, June 21, 2019 and \_\_\_\_\_, respectively (collectively, the “Assessment Resolutions”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby waives, for itself and its successors and assigns, the right granted in Chapter 170.09, *Florida Statutes*, to prepay the special assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay special assessments in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the special assessments.

4. The Landowner hereby expressly, for itself and its successors and assigns, (i) agrees that the special assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Wesbridge Community Development District (Pasco County, Florida) Special Assessment Bonds, Series 2019 (the "2019 Bonds") or securing payment thereof (the "Financing Documents") are valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iii) waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from District Manager, 5844 Old Pasco Road, Ste. 100, Wesley Chapel, Florida, 33544.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREE TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Effective the \_\_\_\_\_ of \_\_\_\_\_, 2019.

**PULTE HOME COMPANY, LLC**, a Michigan  
limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_, of Pulte Home Company, LLC, a Florida limited liability company, on its behalf. Such person [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Exhibit A: Legal Description

## Tab 9



Prepared by and return to:  
Scott I. Steady, Esq.  
**Burr & Forman LLP**  
201 N. Franklin Street, Suite 3200  
Tampa, Florida 33602

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND  
CONTRACT RIGHTS RELATING TO THE  
DEVELOPMENT**

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO THE DEVELOPMENT (herein, the “**Assignment**”) is made this     day of     , 2019, by Pulte Home Company, LLC, together with its successors and assigns (the “**Landowner**” or “**Assignor**”), in favor of the WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (together with its successors and assigns, the “**District**” or “**Assignee**”).

**RECITALS**

**WHEREAS**, the District proposes to issue its Special Assessment Bonds, Series 2019 (the “2019 Bonds”) to finance certain public infrastructure which will provide special benefit to the developable lands (the “Lands”) in the residential development known as Wesbridge, which is located within the geographical boundaries of the District (the “Development”); and

**WHEREAS**, the security for the repayment of the 2019 Bonds is the special assessments levied against the Lands within the District (the “Special Assessments”); and

**WHEREAS**, the purchasers of the 2018 Bonds anticipate that the Lands will be developed in accordance with the *Engineer's Report* (dated October 2018) (the “Engineer's Report”) and the *Final Assessment Allocation Report* (dated     , 2019) (“Assessment Report”), until such time as the Lands, as described in **Exhibit A** attached hereto, subject to the Special Assessments have been developed and sold to homebuilders or homebuyers (the “Development Completion”); and

**WHEREAS**, the failure to achieve Development Completion may increase the likelihood that the purchasers of the 2019 Bonds will not receive the full benefit of their investment in the 2019 Bonds; and

**WHEREAS**, during the period in which the Lands are being developed and have yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Special Assessments securing the 2019 Bonds; and

**WHEREAS**, in the event of default in the payment of the Special Assessments securing the 2019 Bonds, the District has certain remedies with respect to the lien of the Special Assessments as more particularly set forth herein; and

**WHEREAS**, if the Special Assessments are directly billed, the sole remedy available to the District would be an action in foreclosure; if the Special Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy for non-payment of the Special Assessments is the sale of tax certificates (collectively, the "Remedial Rights"); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below) to complete development of the Development to the extent that, prior to such exercise, such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to a homebuilder resulting from the sale of any portion of the Lands in the ordinary course of business, Pasco County, the District, any applicable homeowner's association or other governing entity or association in connection with the development of the Development (a "Prior Transfer"); and

**WHEREAS**, this Assignment is not intended to impair or interfere with the development of the Development and shall only be inchoate until becoming effective and absolute assignment and assumption of the Development & Contract Rights upon failure of the Assignor to pay the Special Assessments levied against the Lands owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding the conveyance of any portion of the Lands to a county, a homeowner association, other governmental entity or association or to a homebuilder), any and all affiliated entities or successors-in-interest to the Landowner's interest in the Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Pasco County, Florida; and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Development; and

**WHEREAS**, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the 2019 Bonds in full; (ii) Development Completion; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are subject or pertain to the Prior Transfer (the period from execution of this Assignment to any such termination or absolute effectiveness being referred to herein as the "Term").

**NOW, THEREFORE**, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment.** Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor or any related entity of Assignor, at execution of this Agreement or acquired in the future, all of Assignor's development rights and contract rights relating to the infrastructure necessary for the development of the Development (herein the "Development & Contract Rights") as security for Assignor's payment and performance and discharge of its obligation to pay the Special Assessments levied against the Lands when due. This Assignment shall become effective and absolute upon failure of the Assignor to pay the Special Assessments levied against the Lands owned by the Assignor. The Development & Contract Rights shall include the following as they pertain to the development of the Development, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer:

(a) Any declaration of covenants of a homeowner's association governing the Lands, as recorded in the Official Records of Pasco County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the "Developer" or "Declarant" thereunder.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings financed by the District, if any, and other improvements to the Lands within the District (and specifically excluding builder house plans).

(e) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Development and construction of improvements thereon including, but not limited to, the following:

(i) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities, including Pasco County, relating to the development of the Development.

(ii) Any and all service agreements relating to utilities, water and/or wastewater.

(iii) Permits, more particularly described in the Engineer's Report.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Development.

(g) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Development, including the lots.

(h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

2. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale of lots to homebuilders and/or end users located within Lands and in the ordinary course of business, Assignor has made no assignment of the Development & Contract Rights to any person or entity other than Assignee.

(b) Any transfer, conveyance or sale of the Lands (excluding conveyance of a portion of the Lands to a county, homeowners association, other governmental entity or association, or homebuilder), shall subject any and all affiliated entities or successors-in-interest of the Landowners to this Assignment.

(c) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(d) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

3. **Covenants.** Assignor covenants with Assignee that during the Term:

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights; and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

4. **Event(s) of Default.** Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days), shall constitute an Event of Default under this Assignment.

5. **Remedies Upon Event of Default.** Upon an Event of Default, Assignee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

6. **Authorization.** Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

7. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

8. **Third Party Beneficiaries.** The Trustee for the 2019 Bonds, on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

9. **Termination.** Absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the 2019 Bonds in full; (ii) Development Completion; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are subject or pertain to the Prior Transfer.

10. **Amendment.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the 2019 Bonds then outstanding.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

**ATTEST:**

**ASSIGNOR:**

**WESBRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as Chairman of the Wesbridge Community Development District. Such person [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**PULTE HOME COMPANY, LLC**, a Michigan  
limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as \_\_\_\_\_, of Pulte Home Company, LLC, a  
Michigan limited liability company, on its behalf. Such person [ ] is personally known to me or [ ]  
produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Exhibit A: Legal Description

**Exhibit A**  
**Legal Description**