#129

BARBARA L. WILHITE, P.A.

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New Port Richey, FL 34655

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June 5, 2013

VIA EMAIL AND REGULAR U.S MAIL
Ms. Michele Crary
Pasco County
Planning and Development
8731 Citizens Drive, Suite 230
New Port Richey, FL 34654

RE: Seven Oaks DRI
Parcels N-1B/N-4B
Land Use Equivalency Notification

Dear Michele:

At the request of Cynthia Spidell, we are resending this letter to you, on behalf of SB Associates (Developer), notifying the County that the Developer has elected to use the approved land use equivalency matrix (LUEM) in the manner set forth below. The land use exchange is per the Seven Oaks Amended and Restated Development Order Amendment Resolution 01-108, dated January 23, 2001 (page 14), as amended by the Development Order Amendment Resolution No. 09-61, dated December 2, 2008 (Exhibit E), copies of relevant portions of which are attached hereto (DO). As set forth in the DO, the developer is only required to notify the County, with copies to the TBRPC and FDEO, of the utilization of the LEUM. Accordingly, no formal review is required by the DO; and therefore, no application fee has been enclosed. This notification process has been the same since at least 2001; and therefore, my client anticipates that its contract purchaser will not be delayed in any way as a result of this notification. If this is not the case, please immediately advise.

Parcels N-1B/N-4B (North Zone) are proposed to be developed for 100 townhomes. Although townhomes are an approved use of these parcels, there were no townhome entitlements allocated to the North Zone in the MPUD. Accordingly, in order to develop these parcels for the proposed townhomes, the LUEM was utilized to trade 14,735 square feet of commercial entitlements allocated to the North Zone in the MPUD for the 100 townhomes as follows:

100 townhomes/6.7865 DU/KSF = 14.735 KSF

This exchange reduced the commercial entitlements allocated to the North Zone in the MPUD from 790,000 square feet to 775,265 square feet. To date, Pasco County has approved preliminary site plans for 98,776 square feet of commercial in the North Zone.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

Barbara L. Wilhite

BLW/lc
Enclosures
cc: Cynthia Spidell, MBA, Sr. Planner & DRI Coordinator
John Meyer, TBRPC
Chris Wigglesworth, FDEO
Craig Weber, SB Associates
Steve Henry, Lincks & Associates
Ed Rogers, Heidt Design

D. General Conditions Restricting Development

1. Development of the area embraced by NOPC shall be governed by the standards and procedural provisions of adopted comprehensive plans, elements thereof, and land development regulations.

2. Construction of all improvements shall be governed by applicable County building, plumbing, electrical, energy, and other codes or regulations.

3. Installation of public facilities shall conform to regulations established in County codes or ordinances establishing such regulations.

4. All of the Developer's commitments set forth in NOPC and summarized in the final report by TBRPC shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this DO.

5. Specific approvals for Phases I and II (to include Phases III and IV), with respect to transportation, wastewater, and water quality, are in accordance with the provisions of Section 380.06, Florida Statutes, and the terms and conditions of this Restated and Amended DO.

6. Prior to the utilization of the land use equivalency matrix, the Developer shall notify Pasco County, TBRPC and FDCA as follows:

a. Submit a letter that elects one of the approved alternate uses for that pod/bubble as identified on Map H.

b. Identify the cumulative density/intensity for that land use that has received preliminary/site plan approval to date and the cumulative density/intensity for that land use that has received Certificates of Occupancy to date.

c. Provide documentation that the alternate use will not create any additional impacts to Pasco County's road network (showing no increase greater than five (5) percent in external trips and distribution based on trip generation), sanitary sewer, and potable water resources.

E. Monitoring Procedures

1. Monitoring of this development shall be at the time of the Annual Report submittal and during review of the development approvals. The local official responsible for monitoring the Saddlebrook Village DRI shall be the County Administrator or his designee.

F. Duration

1. This DO shall take effect on August 19, 1986.

2. The duration of DO shall be a period of twenty-nine (29) years, which may be extended upon a showing of good cause. The conditions of the development entitlement/buildout dates shall be as specified in the Settlement Agreement between Pittway Real Estate and the Florida Department of Community Affairs, dated September 21, 1999. In accordance with the Settlement Agreement, any development undertaken by the Developer, its successors or assigns after December 31, 2010 (except such development which is substantially complete on or before December 31, 2010, as set forth in the Agreement), shall be subject to the

TABLE 11 (Revised 8/26/08)
EQUIVALENCY MATRIX - EAST

CHANGE FROM

CHANGE TO	North Commercial (790,000 SF)	South Commercial (50,000 SF)	South Commercial (400,000 SF)	West Commercial (100,000 SF)	North Office (250,000 SF)	South Office (80,000 SF)	West Office (70,000 SF)	Hotel	Multi-Family	Single Family	Townhomes
Commercial (790,000 SF)	1.0000	2.4944	1.2411	1.9654	0.4372	0.6963	0.7392	0.2067	0.1747	0.2826	0.1474
Commercial (50,000 SF)	0.4009	1.0000	0.4975	0.7879	0.1753	0.2791	0.2963	0.0829	0.0701	0.1133	0.0591
Commercial (400,000 SF)	0.8058	2.0099	1.0000	1.5836	0.3523	0.5610	0.5956	0.1665	0.1408	0.2277	0.1187
Office (250,000 SF)	2.2872	5.7051	2.8385	4.4952	1.0000	1.5925	1.6907	0.4728	0.3997	0.6463	0.3370
Office (80,000 SF)	1.4362	3.5824	1.7824	2.8226	0.6279	1.0000	1.0616	0.2969	0.2510	0.4058	0.2116
Hotel	4.8380	12.0678	6.0042	9.5085	2.1153	3.3686	3.5763	1.0000	0.8454	1.3671	0.7129
Multi-Family	5.7225	14.2743	7.1020	11.2470	2.5020	3.9846	4.2302	1.1828	1.0000	1.6171	0.8432
Single Family	3.5388	8.8272	4.3919	6.9551	1.5472	2.4640	2.6159	0.7315	0.6184	1.0000	0.5214
Townhomes	6.7865	16.9282	8.4225	13.3381	2.9672	4.7254	5.0166	1.4028	1.1859	1.9177	1.0000
Hospital	2.3397	5.8361	2.9037	4.5984	1.0230	1.6291	1.7295	0.4836	0.4089	0.6611	0.3448
Medical Office	0.7799	1.9454	0.9679	1.5328	0.3410	0.5430	0.5765	0.1612	0.1363	0.2204	0.1149
Industrial	2.9127	7.2653	3.6148	5.7245	1.2735	2.0281	2.1531	0.6020	0.5090	0.8231	0.4292
ALF	12.9745	32.3636	16.1023	25.5000	5.6727	9.0341	9.5909	2.6818	2.2673	3.6664	1.9118

Land use exchanges are based on PM peak hour project traffic. Use of this matrix should be limited to the following minimums and maximums.

Land Use	Minimum	Maximum	Approved
Commercial	250,000 SF	1,500,000 SF	1,390,000 SF
Single Family	1,200 DU	1,779 DU	1,779 DU
Multi-Family	700 DU	2,500 DU	1,726 DU
Townhomes	0	725 DU	321 DU
Office	80,000 SF	700,000 SF	400,000 SF
Hotel	0	400 rms	250 rms
Hospital	0	480 beds	0
Medical Office	0	400,000 SF	0
Industrial	0	300,000 SF	0

EXAMPLE:

Add 100 Single Family Homes by reducing Commercial (790,000 SF)

100 du / 3.5388 du/ksf = 28.258

Reduce Commercial by 28,258 square feet.

Note: This matrix is a two-way matrix. Once an exchange utilizing the equivalency matrix occurs, the resulting use and square footage may only be exchanged back to its original use. For example, if a Commercial land use is traded for Single Family, that Single Family can only be traded back to Commercial.

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PASCO COUNTY, FLORIDA

FAX	(727) 847-8901	ZONING AND SITE DEVELOPMENT
DADE CITY	(352) 521-4279	WEST PASCO GOVERNMENT CENTER
LAND O' LAKES	(813) 996-7341	8731 CITIZENS DRIVE, SUITE 210
NEW PORT RICHEY	(727) 847-8142	NEW PORT RICHEY, FL 34654

April 17, 2012

Andrea E. Zelman,
Fowler White Boggs P.A,
501 East Kennedy Blvd,
Suite 1700,
Tampa,FL 33602

RE: Seven oaks DRI No. 129
Request for extension based on HB7207 (4-Year) and Governor's Emergency Order Numbers 11-128, 11-172 &11-202 (306 days)

Dear Ms. Zelman:

Please be advised that the following dates for the above referenced project have been extended pursuant to Resolution 11-301 (approved by the Board of County Commissioners on July 26, 2011) and Governor's Emergency Order Numbers 11-128, 11-172 &11-202. Please note that the tolling period for the three Executive Orders referenced above has actually been interpreted to be 306 days.

State/Regional Dates:

The following State/regional dates have been extended consistent with the correspondence from the Tampa Bay Regional Planning Council dated January 13, 2012:

- The build-out date for state/regional purposes is hereby extended from August 15, 2013 to June 17, 2018 (includes 4 year plus 306 days extension).
- The DO expiration and Down-zoning/expiration date for the Development Order is hereby extended from August 15, 2018 to June 17, 2023 (includes 4 year plus 306 days extension).

Transportation Concurrency:

Staff will not be issuing a renewed Initial Certificate of Capacity for transportation concurrency purposes as this project is located within the County's Urban Service Area/Transportation Concurrency Exception area. Pursuant to Ordinance 11-08, projects located in this area shall be exempt from the transportation concurrency and Traffic Study requirements of these regulations upon paying, or agreeing to pay, the mobility fees. If your client intends to invoke the mobility fee opt-out provision pursuant to Ordinance 11-08, the transportation concurrency exemption will not apply and the concurrency expiration dates shall be hereby extended as follows:

- The local build-out date shall be extended from August 15, 2013 to June 17, 2018 (includes the 4 year plus the 306 days extension)

This extension is granted pursuant to Chapter 2011-139, Laws of Florida (HB 7207), and the Pasco County Board of County Commissioners' good faith interpretation of HB 7207 and Governor's Emergency Order Numbers 11-128, 11-172 &11-202. By accepting this extension, the applicant acknowledges that there are portions of HB 7207 and Governor's Emergency orders referenced above that are ambiguous, and that there are contrary interpretations of them. Accordingly, by accepting this extension, the applicant agrees to hold Pasco County harmless in the event a court of competent jurisdiction determines that the extension granted by Pasco County was not legally granted.

Please contact me with any questions at mthomas@pascocountyfl.net or at 727-847-8132.

Sincerely,

Mary Thomas
Engineer II

Debra M. Zampetti
Zoning/ Code Compliance Administrator

cc: John Meyer, Tampa Bay Regional Planning Council
Cynthia D. Spidell, Sr. Planner & DRI Coordinator
File

#129

PASCO COUNTY, FLORIDA

NEW PORT RICHEY (727) 847-8193
DADE CITY (352) 521-4274
LAND O' LAKES (813) 996-7341
FAX (727) 847-8084

GROWTH MANAGEMENT DEPARTMENT
WEST PASCO GOVT. CENTER
7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7004 2510 0004 9861 4858
RETURN RECEIPT REQUESTED

April 18, 2011

Mr. John Meyer
DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., S-100
Pinellas Park, FL 33782

RE: Seven Oaks Development of Regional Impact #129
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find an original executed Seven Oaks Development of Regional Impact #129 Development Order Amendment (Resolution No. 11-203), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order amendment was approved by the Pasco County Board of County Commissioners on April 5, 2011.

Please contact me with any questions at (727) 847-8193 or cspidell@pascocountyfl.net.

Sincerely,

Cynthia D. Spidell

Cynthia D. Spidell, MBA
Sr. Planner & DRI Coordinator

Enclosure

THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 11-203

RESOLUTION AMENDING RESOLUTION NO. 09-61, AS AMENDED, FOR THE SEVEN OAKS DEVELOMENT OF REGIONAL IMPACT NO. 129, TO CHANGE THE REPORTING REQUIREMENT FROM ANNUAL TO BIENNIAL AS AUTHORIZED IN SECTION 380.06(18), FLORIDA STATUTES.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact (DRI)/development order (DO) approving, with conditions, the Saddlebrook Village DRI; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a thirty-eight (38) acre utility site and forty-eight (48) acres of commercial and office uses with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243 which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners adopted Resolution No. 91-355 which approved an extension of build-out dates for Phases II, III, and IV and the total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners adopted Resolution No. 92-31 which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners adopted Resolution No. 93-253 which approved the extension of the build-out dates for Phases I, II, III and IV, and the project build-out date by less than seven (7) years; and,

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WHEREAS, on October 25, 1994, the Board of County Commissioners adopted Resolution No. 95-18 which approved an extension of the build-out dates for Phases I, II, III, and IV and the total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on May 14, 1996, the Board of County Commissioners adopted Resolution No. 96-215, which approved the relocation of previously approved residential units and office/light industrial uses, reduced the office/light industrial acreage by eighty-six (86) acres; increased the residential acreage from 522 to 608 acres; and revised the DO relative to funding commitment for roadway improvements; and,

WHEREAS, on June 3, 1997, the Board of County Commissioners adopted Resolution No. 97-259 which approved the extension of the build-out dates for Phases I, II, III, and IV; the total project build-out date for all project phases cumulatively by less than twelve (12) years; allowed for approval of Phase I only; and revised the duration of the DO for a period of thirty-one (31) years; and,

WHEREAS, on January 23, 2001, the Board of County Commissioners adopted Resolution No. 01-108, a restated and amended DO approving, with conditions, the Saddlebrook Village DRI, which approved a reduction in the number of residential units and commercial square footage; an increase in commercial acreage from 145 to 188.50 acres; a reduction in the office/light industrial building area and acreage from 129 to thirty-five (35) acres; a reduction in hotel rooms from 600 to 400 rooms; an increase in preservation area from 512 to 593 acres; an increase in open space from 1,510 to 1,519.20 acres; revisions to the internal circulation and access points to account for expanded wetland areas and the addition of S.R. 56 on the southern property boundary; the relocation of portions of the commercial and office uses to the southern property boundary reflecting the new access on S.R. 56; the relocation of residential areas to replace the reduction in commercial, office, and light industrial; the addition of a trade-off mechanism; and implementation of an appropriate archaeological investigation and development of the site after completion of the investigation; and,

WHEREAS, on October 15, 2002, the Board of County Commissioners adopted Resolution No. 03-14, amending Resolution No. 01-108 which approved a change of the name of DRI No. 129 from Saddlebrook Village to Seven Oaks; revised condition B.12 relating to Transportation to incorporate into the DO the terms of that certain development agreement dated September 25, 2001, between Pittway Corporation, and SB Associates Limited Partnership (hereinafter SB), and Pasco County, Florida; added hospital use (less than 480 beds) as an allowable use in any North Zone or Central Zone parcel, and amended the trade-off matrix (Table 11 of the DO) to include hospital use; added townhouse, office, and commercial as alternate uses to Tract S14; and added Access Point U (right in/right out) to Tract S14 at a point over 660 feet from Access Point M; and extended the build-out date of Phase I by two (2) years; and,

WHEREAS, on September 8, 2004, the Board of County Commissioners adopted Resolution No. 04-266, which extended the main entrance boulevard from S.R. 56 north of the roundabout to connect the Southern and Central Zones as shown on revised Map H; added retail and office uses in Parcels S-1B and C-3 as allowable uses; added park as an allowable use in Parcels C-1, N-1, N-2, N-3, N-4, and N-5; clarified that light industrial is an allowable use in the North Zone; revised the maximum number of allowable units in Parcel S14A from 90 units to 125 units and increased acreage from 9 acres to 12.5 acres; added access points to Parcel N-1; and located Access Point F to a point approximately 500 feet west of its currently approved location as shown on revised Map H; and,

WHEREAS, on September 13, 2005, the Board of County Commissioners adopted Resolution No. 05-315, which extended the Phase I build-out date from August 15, 2004 to August 15, 2010; and,

WHEREAS, On December 2, 2008, the Board of County Commissioners adopted Resolution No. 09-61, which revised Condition B.12 to recognize increases in the Developer's fair share contribution for transportation improvements, authorizing transportation impact fee credits for the increased fair share contribution, eliminating the requirement to pay $6,240,000.00 of this proportionate share amount to FDOT for I-75, requiring the entire proportionate share payment

(other than the $1,760,000.00 previously paid to FDOT by the developer) to be utilized on C.R. 581, a parallel facility to I-75, extending Developer's deadline for the commencement of construction of County Road 581 from January 1, 2005 to June 1, 2008, extending Developer's deadline for completion of construction of County Road 581 from July 1, 2006 to May 31, 2010, amending Map H to reflect the location of the hospital site and other changes proposed, and amending the land use equivalency matrix to increase maximum allowable office, medical office and townhome conversions and decrease allowable single family home and industrial use conversions; and,

WHEREAS, on February 8, 2011, SB Associates Limited filed an application for a DO Amendment in accordance with Subsection 380.06(19)(e)2, Florida Statutes to change the reporting requirement from annual to biennial as authorized by Section 380.06(18), Florida Statutes.

WHEREAS, the Florida Department of Community Affairs and the Tampa Bay Regional Planning Council have confirmed in writing that this change is similar in nature, impact, or character to the changes enumerated in Subparagraphs 380.06(19)(e)2a-j and therefore is not a substantial deviation and does not require the filing of a Notice of Proposed Change.

WHEREAS, the Board of County Commissioners as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statues, is authorized to consider amendments to DRI DOs; and,

WHEREAS, the Board of County Commissioners considered the DO Amendment at its meeting on April 5, 2011; and

WHEREAS, the Board of County Commissioners has reviewed the DO Amendment as well as related testimony and evidence submitted.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled this 5th day of April, 2011, that:

The DO Amendment for Seven Oaks DRI as set forth below is hereby adopted by the Board of County Commissioners.

SEVEN OAKS DEVELOPMENT OF REGIONAL IMPACT DO AMENDMENT

1. Introduction. This resolution shall constitute an amendment to the Seven Oaks DO.

2. General Findings of Fact. The Board of County Commissioners makes the following findings of fact:

a. The foregoing Whereas clauses are hereby incorporated as findings of fact.

b. The DO is a valid final DO within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described in Exhibit A ("the Property"), attached hereto and incorporated herein by reference.

c. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the memoranda and attachments from the Planning and Growth Management Department relating to the DO Amendment.

3. Conclusions of Law. The Board of County Commissioners hereby finds as follows:

a. This DO Amendment is consistent with the applicable provisions of the Pasco County Land Development Code (local land development regulations).

b. This DO Amendment is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (Comprehensive Plan).

c. This DO Amendment is consistent with the applicable provisions of the adopted State Comprehensive Plan.

d. This DO Amendment is not subject to a Notice of Proposed Change or additional regional review pursuant to Chapter 380, F.S.

4. Order. Having made the above findings of fact and drawn the above conclusions of law, it is ordered that the Seven Oaks DO, as amended, is hereby amended as follows:

a. All references throughout the DO, as amended, to "annual" for the purposes of reporting requirements including traffic monitoring, are hereby replaced by "biennial".

b. The first sentence of Section G is hereby amended as shown in strikethrough/underline format:

> Pittway and SB shall provide ~~an annual~~ biennial report to the official responsible for monitoring the DRI, TBRPC, and the State Land Planning Agency by August 19 every even year beginning August 19, 2012 during the term of DO.

5. Notice of Adoption.

a. A Notice of Adoption of this Resolution attached hereto as Exhibit B shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), Florida Statutes , as amended.

b. The Clerk of the Board of County Commissioners shall return four (4) signed originals of this resolution and one (1) original signed Notice of Adoption to the Pasco County Planning and Growth Management Department. The Planning and Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and the attorneys of record in these proceedings.

c. The DO shall be deemed rendered, upon transmittal of copies, to all recipients identified in Chapter 380, Florida Statutes.

6. Severability. Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of 1) DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary

plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or 2) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the Applicant/Developer and all affected successors or assigns agree to abide by all of the provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPCs to the DO shall not be considered challenges to the DO, and decisions by the Board of County Commissioners regarding any NOPC or the like shall not have the effect of suspending the DO under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.

7. Effective Date. This resolution shall take effect when rendered in accordance with Section 380.06, Florida Statutes.

DONE AND RESOLVED this 5 day of April, 2011.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK AND COMPTROLLER

ANN HILDEBRAND, CHAIRMAN

APPROVED
APR 05 2011
BOCC

Exhibit A	Legal Description
Exhibit B	Notice of Adoption

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

The Subject Property is described as follows: The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12" E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02 feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N.73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND: That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

EXHIBIT B

NOTICE OF ADOPTION

APR 0 8 2011

NOTICE OF ADOPTION OF THE DEVELOPMENT ORDER FOR SEVEN OAKS DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 11-203 dated 4/5/2011, has adopted an amendment to the Development Order for the Seven Oaks Development of Regional Impact. The above-referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" of the DO, attached hereto.

The Development Order, as amended may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, 38053 Live Oak Avenue, Dade City, Florida.

Pursuant to Section 380.06(15)(f), Florida Statutes, the recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in Exhibit "A" or actual or constructive notice of any such lien, cloud or encumbrance.

IN WITNESS WHEREOF, the undersigned has caused this Notice of Adoption of Development Order to be executed in its name on this 5 day of april, 2011.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Paula S. O'Neil

By: Ann Hildebrand

Paula S. O'Neil, Ph.D., Clerk and Comptroller

Ann Hildebrand, Chairman

APPROVED
APR 05 2011
BOCC

HEIDT & ASSOCIATES, INC.

#129

Tampa • Fort Myers • Sarasota • Brooksville

CIVIL ENGINEERING ❖ PLANNING ❖ SURVEYING ❖ ENVIRONMENTAL PERMITTING ❖ LANDSCAPE ARCHITECTURE

1602 North 15th Street ❖ Tampa, FL 33605-5046 ❖ Phone: 813-253-5311 Fax: 813-253-2478

LETTER OF TRANSMITTAL

DATE: May 14, 2009
PROJECT: Petition RZ 6822A Seven Oaks
JOB #: CRN-SB-586

TO: **Ms. Kathy Teague**
Planner II
Pasco County Growth Mgt/Zoning
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654
(727) 847-8140

Via UPS Delivery

ATTACHED are the following items:

#	Quantity	description	document date
1	20	Seven Oaks Master Plan Development	2/10/09
2	20	Seven Oaks Master Plan Map H	2/10/09
3	1	CD Items 1& 2 (PDF Format)	N/A

COMMENT:
Per Seven Oaks 2/10/09 final conditions of approval, attached are revised copies of the Master Plan Development and Map H. The following changes were made to the 4/22/08 Exhibits:

1) On MPUD Changed Note 10 to read:
"...Compliance with all applicable MPUD/DRI conditions of approval concerning Parcel N-5 shall be required prior to development of the site as a hospital"

2) On Map H and MPUD Added Assisted Living (AL) as an allowable use in parcels: N5, C1A/B, C3A, C3B, C4B/S1A

3) On Map H and MPUD Removed S12B Office Parcel and absorbed land acreage back into S12 Rec Center Parcel.

If you have any questions or comments, do not hesitate to contact me at 813-242-3159. Thanks for your assistance ushering this project through the approval process!

COPY TO: File
Craig Weber, SB Associates Limited
Ben Harrill, Figurski & Harrill
Steve Henry, Lincks & Associates
John Meyer, TBRPC (Map H only & PDF)
Kelly Love, Heidt & Associates ((PDF)

SIGNED: Kelly Love /ld
Kelly M. Love, Director of Community Planning

MAP H

(Revised)

Located in the original Development Order Book

for DRI #129

#129

PASCO COUNTY, FLORIDA

DADE CITY (352) 521-4274
LAND O' LAKES (813) 996-7341
NEW PORT RICHEY (727) 847-8193
FAX (727) 847-8084

GROWTH MANAGEMENT DEPARTMENT
WEST PASCO GOVERNMENT CENTER
7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL: Article No. 7004 1160 0000 4437 9523
RETURN RECEIPT REQUESTED

May 5, 2009

Mr. John Meyer, DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Center Boulevard
Pinellas Park, Fl. 33782

RE: Development Agreement for Seven Oaks Development of Regional Impact - DRI No. 129

Dear Mr. Meyer:

Enclosed, please find a certified copy of Amended Development Agreement for the Seven Oaks Development of Regional Impact (DRI No. 129), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Pasco County Board of County Commissioners approved this DO amendment on December 2, 2008.

The delay in rendering was due to a required amendment to the signature pages which had to be sent back to the Board of County Commissioners to be signed by the Chairman.

Please feel free to contact this office if you have any questions.

Sincerely,

Kathleen H. Teague

Kathleen H. Teague
Planner II
Pasco County Growth Management Department

KHT/kht

cc: Ben Harrill, Esq., Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, Fl. 34655
Mr. Bernard Piawah, Regional Planning Administrator, Florida Department of Community Affairs 2555 Shumard Oak Boulevard, Tallahassee, Fl. 32399-2100
Richard E. Gehring, Growth Management Administrator (No Attachments)
File

54
4

2009055495

Rcpt:1239212 Rec: 460.50
DS: 0.00 IT: 0.00
04/22/09 _____ Dpty Clerk

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: 11/13/08 FILE: GM09-77

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
04/22/09 01:30pm 1 of 54
OR BK 8067 PG 1294

THRU: Bipin Parikh, P.E.
Assistant County Administrator
(Development Services)

SUBJECT: Seven Oaks Development of Regional Impact/Development Agreement Amendment; Pittway Real Estate, and SB & Associates
BCC: 12/2/08, 1:30 p.m., NPR
(Continued from 9/9/08, 9/23/08, 10/7/08, and 11/5/08)
Type of Action: Public Hearing
Recommendation: Approval

FROM: Samuel P. Steffey II
Growth Management Administrator

REFERENCES: Chapter 380.06, Florida Statutes;
Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTIONS AND CONDITIONS:

On January 23, 2001 the Board approved a Restated and Amended Development Order (DO) approving with conditions, the Development of Regional Impact No. 129 (Resolution No. 01-108) which included Table 1, Roadway Link Improvement Schedule, and Table 2, Required Intersection Improvement Schedule, which together describe the roadway and intersection improvements required at Phase II project build-out, and which were both based on the results of the transportation analysis conducted in conjunction with the NOPC application.

Condition B.12 of the Amended DO established the developer's proportionate share contribution for the transportation impacts of the project build-out of Phase II and required the developer to (1) construct Project A, the C.R. 581 pipeline project (2) pay the proportionate share cost of the Project B pipeline project to the Florida Department of Transportation (FDOT), and (3) construct Project C "To Be Determined" pipeline project or pay the proportionate share cost of the Project C "To Be Determined" pipeline project to Pasco County, all as identified on Table 3 of the Amended DO.

Table 3 of the amended DO set forth a schedule for completion of the above referenced projects, however, the Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (DCA) expressed concerns with the Amended DO, with specific objection to the lack of specificity for Pipeline Projects B and C.

Accordingly, on April 10, 2001, Pittway Corporation, a Delaware Corporation, ("Pittway") and SB & Associates, Limited Partnership, a Delaware limited partnership, (SB, and collectively referred to as "Developers") along with TBRPC and DCA entered into an Agreement in order to satisfy the above referenced concerns. The agreement required the developer to identify, to the greatest extent possible, the timing of payments for Pipeline Projects B ($1.76 million) and C ($6.24 million) toward the I-75 improvements as specified in the DA, or a parallel facility to I-75 along with their costs, identifying the party that would construct the improvements, stipulating a completion date of the improvement and a stopper provision that Phase II development activities and the issuance of Phase II permits would immediately cease if the proportionate share contribution was not paid in a timely manner, and required the developer to amend the DRI DO to reflect these requirements. As a result, the Developers and Pasco County entered into a Development Agreement to accomplish the above on September 25, 2001, and the Board approved a Notice of Proposed Change (NOPC) to the DRI Development Order reflecting these changes on October 15, 2002 (Resolution No 03-14).

The Developer maintains that numerous permit changes, design modifications and additional drainage studies for the C.R. 581 corridor required by various state agencies, all have adversely affected the Developer's ability to proceed with the required construction of 581 in accordance with the schedule

R Growth Management
7530 Little Rd
N.P.R., FL 34654

included in the original Development Agreement. Additionally, the delays have resulted in construction cost increases for the required C.R. 581 road improvements.

Accordingly, on July 8, 2008 the Developer submitted the first amendment to development agreement between Pasco County, Pittway Real Estate, and SB & Associates for the Seven Oaks DRI (No. 129) for consideration in conjunction with a Notice of Proposed Change to the DRI to extend the deadline for both the commencement and completion of the construction of County Road 581, and increase the developer's proportionate share to $22,272,576.00. The developer is also requesting that the new proposed proportionate share amount, less the prior payment required for Project B ($1,760,000), be allocated towards the C.R. 581 widening project.

On September 11, 2008, the DRC recommended approval of the Amended Development Agreement.

On September 23, 2008, the LPA recommended approval of the Amended Development Agreement.

ALTERNATIVES AND ANALYSIS:

1. Approve the Development Agreement Amendment.

2. Deny the Development Agreement Amendment.

3. Direct staff as to other action desired by the BCC.

RECOMMENDATION:

The Growth Management Department staff recommends that the BCC approve Alternative No. 1 and authorize the Chairman to execute two original development agreements. It is further recommended that the BCC direct the Board Records Department to retain one original development agreement and return one original to the Growth Management Department. Upon signing by all parties, the Growth Management Department will record the original development agreement in the Public Records of Pasco County and distribute copies of the recoded development agreement as follows: one copy to the Florida Department of Community Affairs, one copy to the applicant's representative, and one copy to be retained by the Growth Management Department.

No funding is required at this time.

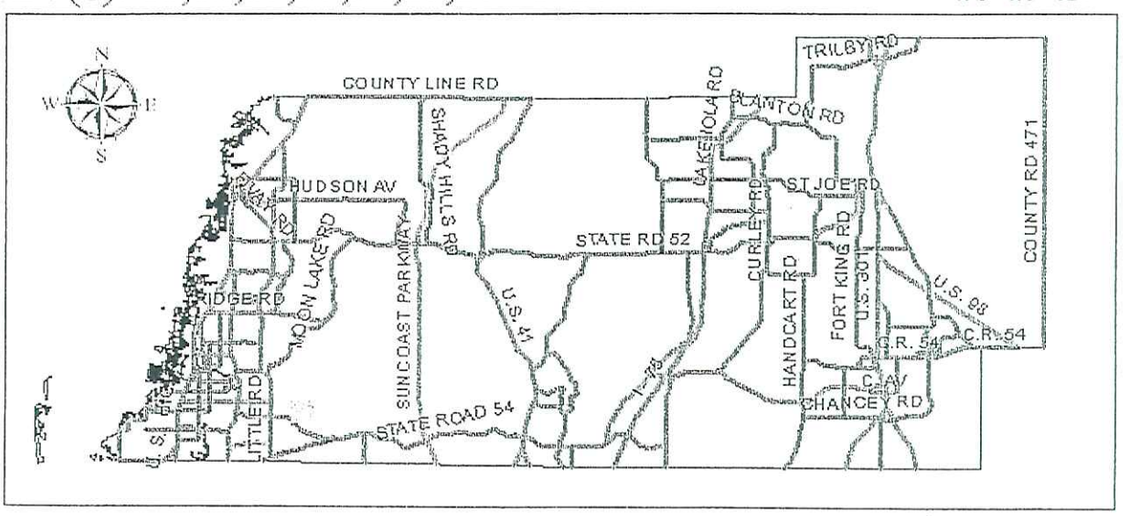
ATTACHMENTS:

1. Location Map
2. Map-H
3. Development Agreement Amendment

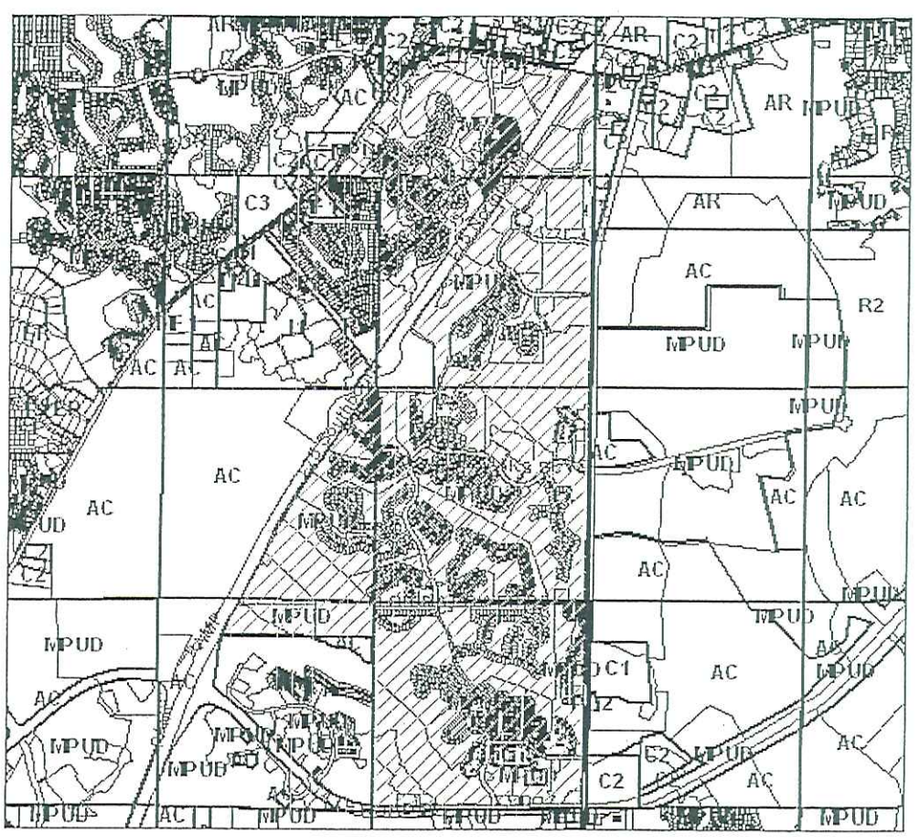
SPS/KHT/ML/public/gm/7Oaksgm0977

Seven Oaks DRI # 129

SEC(S): 11,12,13,23,24,25,26 T. 26 S. R. 19 E.



PASCO COUNTY, FLORIDA

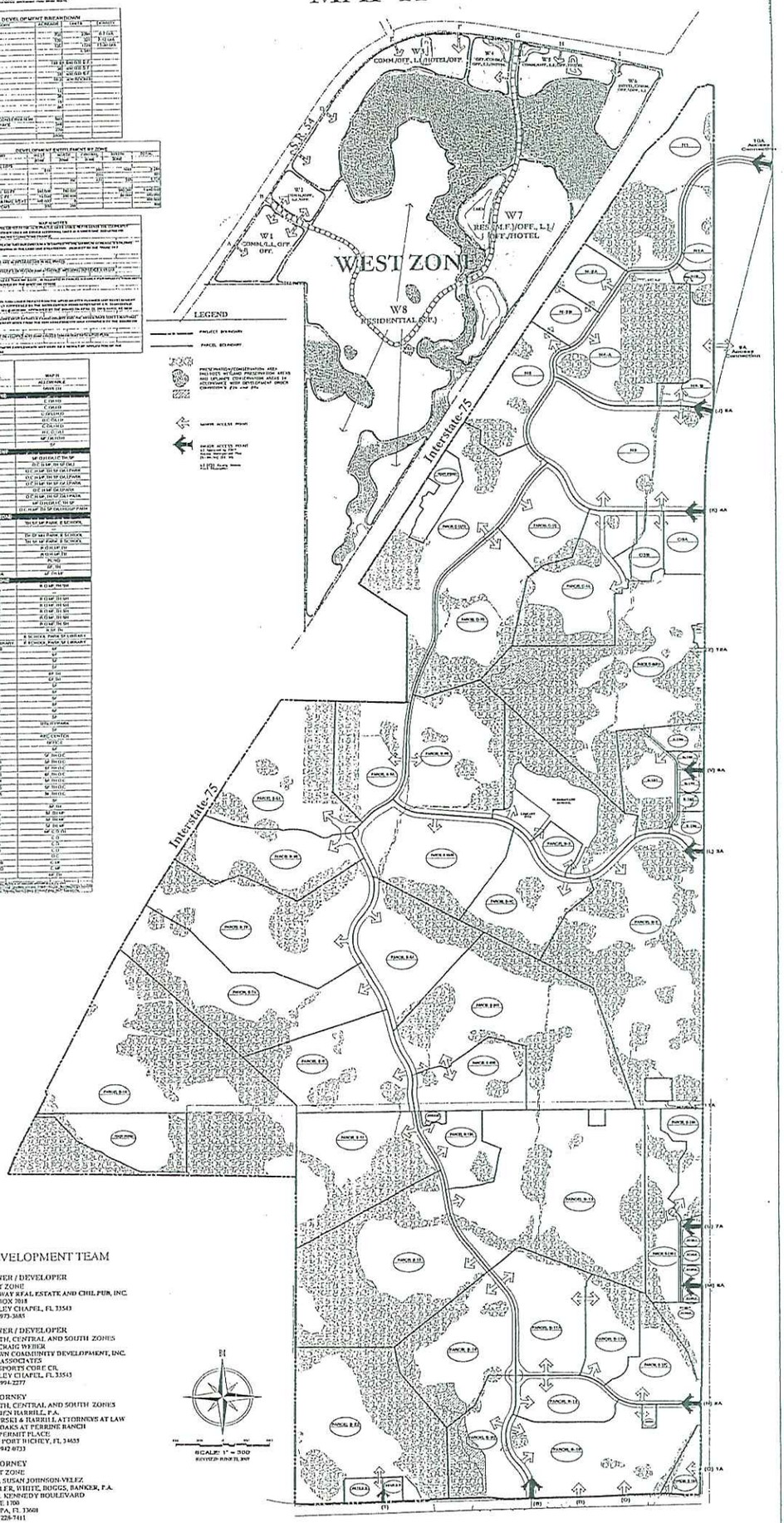


TAZ: 177, 178 COMMISSION DISTRICT: 2

SEVEN OAKS

A CROWN COMMUNITY DEVELOPMENT

MAP H



DEVELOPMENT TEAM

OWNER / DEVELOPER
WEST ZONE
PITTWAY REAL ESTATE AND CHIL PUB, INC.
P.O. BOX 7018
WESLEY CHAPEL, FL 33543
(813) 973-3685

OWNER / DEVELOPER
NORTH, CENTRAL AND SOUTH ZONES
MR. CRAIG WEBER
CROWN COMMUNITY DEVELOPMENT, INC.
SB & ASSOCIATES
2940 SPORTS CORE CR.
WESLEY CHAPEL, FL 33543
(813) 994-2277

ATTORNEY
NORTH, CENTRAL AND SOUTH ZONES
MR. BEN HARRILL, P.A.
FIGHRSKI & HARRILL ATTORNEYS AT LAW
THE OAKS AT PERRINE RANCH
2550 PERMIT PLACE
NEW PORT RICHEY, FL 34655
(727) 942-0723

ATTORNEY
WEST ZONE
MRS. SUSAN JOHNSON-VELEZ
FOWLER, WHITE, BOGGS, BANKER, P.A.
501 E. KENNEDY BOULEVARD
SUITE 1700
TAMPA, FL 33601
(813) 228-7411

CIVIL ENGINEER / SURVEYOR / BIOLOGIST / PLANNER
MR. BILL BAHLKE, P.E.
HEDIT & ASSOCIATES, INC.
1602 N. 15th STREET
TAMPA, FL 33605
(813) 253-5314

TRANSPORTATION PLANNER
MR. STEVE HENRY
LENORE & ASSOCIATES, INC.
303 WEST LAUREL STREET
TAMPA, FL 33607
(813) 289-0039

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND SB ASSOCIATES LIMITED PARTNERSHIP, DEVELOPER OF RECORD, FOR DEVELOPMENT OF REGIONAL IMPACT NO. 129, SEVEN OAKS

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and SB ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter "SB," the Developer of Record for Seven Oaks Development of Regional Impact (DRI) No. 129, hereinafter called "DEVELOPER."

W I T N E S S E T H:

WHEREAS, the COUNTY is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and,

WHEREAS, on August 19, 1986, Pasco County approved an Amended and Restated Development Order approving, with conditions, the Development of Regional Impact No. 129 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as "Project"); and,

WHEREAS, the Amended and Restated Development Order describes those roadways and intersections significantly impacted by the Project and the required proportionate share payments for roadway improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on results of the transportation analysis conducted in conjunction with the NOPC application; and,

WHEREAS, on January 23, 2001, Pasco County approved a Restated and Amended Development Order Approving, With Conditions, the Development of Regional Impact No. 129 (hereinafter "Amended DO") in response to a Notice of Proposed Change (herein referred to as "NOPC") for DRI No. 129 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Amended DO included Table 1, Roadway Link Improvement Schedule, and Table 2, Required Intersection Improvement Schedule, which together describe the roadway and intersection improvements required at Phase II Project buildout, and which were both based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER to elect one of several transportation mitigation alternatives including construction of the required roadway and intersection improvements (pipelining) or payment of their proportionate share of the costs of such improvements in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, the COUNTY entered into a Development Agreement for Development of Regional Impact

No. 129 (herein after referred to as "Agreement"), with SB and PITTWAY on September 25, 2001,which identified the specific pipeline improvements and set forth the obligations of the parties with respect to the pipeline projects; and,

WHEREAS, Condition B.12 of the Amended DO established the amount of $13,737,533.00 as the DEVELOPER'S proportionate share contribution for the transportation impacts of the project build-out of Phase II and required the DEVELOPER to construct the Project A, S.R./C.R. 581 pipeline project; pay the proportionate share cost of the Project B pipeline project to Florida Department of Transportation (herein after referred to as "FDOT"); and construct Project C "To Be Determined" pipeline project or pay the proportionate share cost of the Project C "To Be Determined" pipeline project to COUNTY, all as identified on Table 3 of the Amended DO, in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, Table 3 of the Amended DO set forth a schedule for completion of the Project A, S.R./C.R. 581 pipeline project, payment of funds to FDOT for Project B pipeline project, and for construction and/or payment of funds to COUNTY for Project C "To Be Determined" pipeline project; however, Projects B and C were not specified; and

WHEREAS, Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (DCA) expressed concerns with the Amended DO, in particular the lack of specificity for Pipeline Projects B and C; and

WHEREAS, on or about April 10, 2001, DEVELOPER, TBRPC and DCA entered into an Agreement in order to satisfy TBRPC's and DCA's concerns with the Amended DO. The DEVELOPER agreed by April 10, 2002 to file a petition to amend the Amended DO, to identify, to the extent possible, the following information for Projects B and C: timing of the proportionate share payments, road segments to be improved, cost of the improvement, the entity responsible for constructing the improvement, completion date of the improvement, and a stopper provision that Phase II development activities and the issuance of Phase II permits therefore would immediately cease if the proportionate share contribution was not paid in a timely manner. DEVELOPER, TBRPC and DCA agreed that the sole purpose of the amendment was to clarify the Amended DO and identify the specific pipeline improvements to insure consistency between the Amended DO and the Agreement; and

WHEREAS, originally the payments by the DEVELOPER for the Project B pipeline project and the Project C pipeline project were predicated upon the fact that the estimated cost for the S.R./C.R. 581 construction would be significantly less than the DEVELOPER'S proportionate share contribution, thus other pipeline projects needed to be identified for use of the contribution;

WHEREAS, since the approval of the Agreement state agencies have requested numerous permit changes, design modifications and additional drainage studies for the S.R./C.R. 581 corridor, and these requests have adversely affected the DEVELOPER'S ability to proceed with the required construction of

S.R./C.R. 581 in accordance with the schedule included in the Agreement; and,

WHEREAS, the design and construction of S.R./C.R. 581 as required by the Agreement has also been further delayed due to the DEVELOPER'S inability to obtain appropriate permits from the FDOT, the Southwest Florida Water Management District and COUNTY for reasons beyond the control of the DEVELOPER; and,

WHEREAS, as a result of the requested design modifications and the significant delays experienced in the permitting of the project, the ultimate construction costs for the required S.R./C.R. 581 improvements have risen dramatically to a total amount which now far exceeds the DEVELOPER'S original proportionate share for the impact of the PROJECT; and,

WHEREAS, the COUNTY and DEVELOPER have entered into extensive negotiations in an effort to address the delays caused by the requested design modifications and permitting issues and in an effort to identify appropriate funding sources for the increased cost of construction, including an upward adjustment of the DEVELOPER'S proportionate share contributions and impact fee reimbursements for the Project; and,

WHEREAS, due in large part to the requested design modifications and permitting delays beyond the control of the DEVELOPER, the anticipated construction costs for the S.R./C.R. 581 improvements have increased almost six fold over the past five (5) years and the parties hereto are desirous of equitably allocating the respective cost to assure that other development projects impacting CR 581 pay their fair share contribution towards the CR 581 roadway improvements; and,

WHEREAS, the DEVELOPER and COUNTY have recalculated the proportionate share for the S.R./C.R. 581 pipeline project based on revised costs to be $22,272,576.00; and,

WHEREAS, the parties agree that the intent of the FDOT payment set forth in the Agreement was to either provide the funds to FDOT for I-75 or to provide funds for a parallel facility to I-75; and,

WHEREAS, at the time of the Agreement there were no other unfunded parallel facilities for I-75 and the sum of $5,710,646.00 was estimated to be sufficient to fully fund the S.R./C.R. 581 widening project;

WHEREAS, the parties agree that due to the design changes, permitting delays, and construction cost increases, and the existence of an unfunded parallel facility to I-75, all of the DEVELOPER'S proportionate share funds except for the prior payment to FDOT of $1,760,000.00 should be allocated to the S.R./C.R. 581 widening; and,

WHEREAS, pursuant to that certain Assignment and Assumption of Development Rights, by and among PITTWAY and SCW, dated March 21, 2002, and recorded at O.R. Book 4896, Pg. 1531 of the Public Record of Pasco County, Florida, PITTWAY assigned and conveyed its rights and obligations as to Phase II of the Project under the original agreement to the DEVELOPER; and,

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER'S proportionate share contribution to be applied to expeditiously construct one or more of the roadway improvements identified

in Amended DO; and,

WHEREAS, the amount of $22,272,576.00 has been established as the DEVELOPER'S proportionate share contribution for certain transportation impacts from the build-out of Phase II of the Project and the Amended DO further requires the DEVELOPER to construct certain roadway and intersection improvements to mitigate Phase II of the Project's impact on the significantly impacted state and regional roadways; and,

WHEREAS, the parties desire to enter into this Amended and Restated Development Agreement to revise the proportionate share amount, revise the pipeline projects, revise the schedule for the S.R./C.R. 581 widening project, recognize the assignment by PITTWAY to DEVELOPER, and revise certain other matters pertaining to the Agreement; and

WHEREAS, the DO establishes the amount of Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) (Net Proportionate Share Obligation) as the DEVELOPER'S updated proportionate-share contribution for the transportation impacts of the build-out of Phase II of the Project and requires the DEVELOPER to construct S.R./C.R. 581 roadway and intersection improvements, and site-related improvements as defined in this DA (Required Roadway Improvements); and

WHEREAS, the DO requires the DEVELOPER to enter into a DA with Pasco County for the right-of-way acquisition, design, and construction of the Required Roadway Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the COUNTY and the DEVELOPER hereby agree as follows:

1. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this DA.

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, permitting, and construction of the Required Roadway Improvements. This DA is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The original holder of legal title is SB Associates Limited Partnership, a Delaware limited partnership, whose principal address is 2940 Sports Core Circle, Wesley Chapel, Florida 33543. Pursuant to Section 163.3239,

F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA shall be the date of approval of this DA by the COUNTY.

c. Development Uses of Land: The Project is currently zoned MPUD Master Planned Unit Development District. The MPUD Master Plan Rezoning Petition and the DO set forth the permitted uses for the Project and detail the permitted uses in the conservation areas.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco COUNTY Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with any MPUD Master Planned Unit Development Conditions of Approval; the DO; and this DA, the COUNTY'S Comprehensive Plan Transportation Corridor Goals, Objectives, Policies, Maps, and Tables, and the COUNTY'S Right-of-Way Preservation Ordinance.

f. Local Development Permits Needed: Prior to the construction of the Required Roadway Improvements, the DEVELOPER shall obtain any necessary right-of-way use permits or development approvals in accordance with the LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that Phases I and II of the Project, as permitted and proposed, are consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the provisions of the DO and this DA. Incident to the approval of the NOPC, the County now has determined that the extension of the Phase II buildout date through August 2013 is consistent with the portions of the Comprehensive Plan applicable to

Project development approvals. Furthermore, subject to Section 7.d. of this Agreement, the County has determined that Phase II entitlements (as set forth in the NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new buildout date(s) of August 2013, for all Phase II entitlements. Except for the foregoing vesting of entitlements through the buildout date(s) of August 2013, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended buildout dates (August 2013) are inclusive of applicable statutory extensions, except as to any qualified EC or TC entitlements, the buildout date for which may be further extended as authorized in the LDC, without revised traffic studies or additional transportation mitigation requirements. In the event a buildout date extension is requested for qualified EC or TC entitlements, the County may require additional zoning requirements and/or private deed restrictions to ensure that the qualified EC entitlements or TC entitlements are developed in accordance with applicable EC or TC requirements, and to ensure that such entitlements remain EC or TC qualified ("Additional EC/TC Restrictions").

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the DO conditions and this DA. In addition, the DEVELOPER shall be subject to the MPUD Master Planned Unit Development Conditions of Approval once approved and the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

i. Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classifications for the Property are MU (Mixed Use) and RES-3 (Residential - 3 du/ga). The proposed development is consistent with the applicable provisions of MU (Mixed Use) and RES-3 (Residential - 3 du/ga) and other Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is MPUD, Master Planned Unit Development District.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate Share Amount: Pursuant to Rule 9J-2.0255, FAC, the DEVELOPER'S updated proportionate-share contribution is Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) (Proportionate Share). The DEVELOPER agrees to permit, design, and construct the Required Roadway Improvements as defined herein, within public rights-of-way to be provided by the COUNTY or acquired by the DEVELOPER, as mitigation for Seven Oaks, Phases II transportation impacts.

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit, construct, and in limited instances, provide right-of-way for the Required Roadway Improvements in subsections (1), (2) and (3) below to mitigate the transportation impacts of Phase II of the Project (collectively referred to as the "Required Roadway Improvements").

(1) Identification of Pipeline Projects: The DEVELOPER has elected to design, permit and acquire right-of-way (where necessary) and contribute funds or construct improvements for a pipeline project to mitigate the proportionate share transportation impacts of the Project.

(a) The Pipeline Project is the S.R./C.R. 581 Improvement Pipeline Project as further defined below which is estimated to cost Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). The DEVELOPER shall post a letter of credit (LOC) or other performance guarantee acceptable to the COUNTY for the S.R./C.R. 581 Improvement Pipeline Project as further defined below in accordance with Section No. 8 of this DA. The S.R./C.R. 581 Improvement Pipeline Project shall consist of the widening of S.R./C.R. 581 to six (6) lanes from County Line Road north to S.R. 54 in conformance with the approved FDOT Project Development and Environmental Study (PD&E). The S.R./C.R. 581 Improvement Pipeline Projects shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances). Construction of these improvements satisfies the Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) of the DEVELOPER'S proportionate-share obligations. The DEVELOPER shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R./C.R. 581 Improvement Pipeline Project, regardless of cost. Except for the site-related S.R./C.R. 581 intersection improvements as further described below, construction of the S.R./C.R. 581 Improvement Pipeline Project shall be eligible for transportation impact fee (TIF) reimbursements in accordance with Section No. 7 of this DA. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the S.R./C.R. 581 Improvement Pipeline Project, any Site-related S.R./C.R. 581 Improvements, as described in 4. b. (3) below are not eligible for TIF reimbursement pursuant to the terms of the Pasco County TIF Ordinance as amended; therefore the design, permitting, right-of-way acquisitions/donations, and construction expenses for the Site-related S.R./C.R. 581 Improvements are not eligible for TIF reimbursement. The DEVELOPER shall commence construction of the S.R./C.R. 581 Improvement Pipeline project on or before December 1, 2008 and shall complete construction on or before October 31, 2010. For all purposes under this DA, the term(s) "Commence" or "Commencement" shall mean the issuance of a right-of-way permit by the County for the required road improvement, and the term(s) "Complete" or "Completed" shall mean the required road

improvement has been accepted by the County for maintenance and is open to the traveling public, and the required maintenance guarantee has been provided by the Developer(s).

(b) As part of the S.R./C.R. 581 Improvement Pipeline Project the DEVELOPER shall also provide those specific improvements not included within the approved PD & E but which have been specifically requested by the COUNTY as identified on Exhibit B, attached hereto and incorporated herein. These improvements are not part of the DEVELOPER'S Pipeline obligation and will be bid as alternates when the S.R 581 Improvement Pipeline Project is bid. The DEVELOPER shall be responsible for constructing those specific improvements as approved by the COUNTY as part of the S.R 581 Improvement Pipeline Project. Notwithstanding anything herein to the contrary, the COUNTY shall also pay the DEVELOPER (which payment shall be in addition to any impact fee reimbursement and not subject to the $22,272,576.00 maximum reimbursement amount) the total costs of the COUNTY requested improvements to S.R./C.R. 581. Such payments for County requested improvements shall be made to the Developer on a quarterly basis as costs for such improvements are incurred by the Developer.

(c) The DEVELOPER shall not be responsible for any costs of design, permitting, right-of-way acquisition, or construction for the Ultimate State Road 56 Intersection improvement and related turn lanes as those improvements are identified on Exhibit C, attached hereto and incorporated herein. The COUNTY has previously contracted with third parties for the construction of the intersection of State Road 56 and State Road 581, including certain turn lanes, all as depicted on Exhibit C. As a result, unless the Developer enters into a private agreement with such third parties, the DEVELOPER will not be responsible for any portion of that construction. The DEVELOPER shall not be entitled to any impact fee credits or reimbursement for any work performed by the DEVELOPER on the Ultimate State Road 56 Intersection.

(d) Portions of the design and construction work for the S.R./C.R. 581 Improvement Pipeline Project have previously been performed, or are currently being performed, by the Developer under the Original Development Agreement through various consultants and contractors retained by the Developer. This work was performed based upon negotiated prices without competitive bidding in conjunction with the site development work for the Seven Oaks project. To date some of this work, including the construction of stormwater management infrastructure, has been completed by the contractor and all required retainages have been released by the Developer. The County acknowledges this work is part of the S.R./C.R. 581 Improvement Pipeline Project and that the work qualifies for reimbursement from the transportation impact fees pursuant to Section 7.b. of this Agreement upon the County's review and approval of paid invoices for those actual and reasonable costs.

(2) Other Required Roadway Improvement: The DEVELOPER shall at its

sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for all internal roadway improvements, all as determined by the COUNTY, FDOT, and other permitting agencies as applicable, to be necessary during the design and permitting thereof (collectively referred to as the "Other Required Roadway Improvements"). Construction of the Other Required Roadway Improvements shall be completed as needed to serve the Project and adjacent development or earlier if required pursuant to the MPUD Master Planned Unit Development and/or the Master Roadway Plan, as applicable.

(3) Site-Access Improvements: The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for any site-related S.R./C.R. 581 improvements. These improvements are more specifically identified in Exhibit D, attached hereto and incorporated herein by reference, and include all Roadway Appurtenances as determined by the COUNTY, and permitting agencies, as applicable, to be necessary during the design and permitting of the improvements (the "Site-Access Improvements"). The DEVELOPER understands and agrees that all Site-Access Improvements are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER are not eligible for TIF credits, proportionate share credit, or COUNTY reimbursement. The Site-Access Improvements shall be constructed, if not already provided, as needed to serve Developer's adjacent development or earlier if required pursuant to the MPUD Master Planned Unit Development conditions of approval or the Master Roadway Plan or the preliminary or construction plan approval, as applicable.

5. ROADWAY PROJECTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a. The DEVELOPER shall design, permit, and provide right-of-way for the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the COUNTY and/or the FDOT as appropriate. The construction contractors used by the DEVELOPER to complete the S.R./C.R. 581 Improvement Pipeline Projects shall be satisfactory to the FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the COUNTY as appropriate, and construction plans shall comply with FDOT's *Plans Preparation Manual* or COUNTY standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided

in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or COUNTY as applicable, subsequent to the expiration of the one (1) year Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the S.R./C.R. 581 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation

areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY or FDOT, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R./C.R. 581 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY or the FDOT, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY or the FDOT, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the S.R./C.R. 581 Improvement Pipeline Projects (or sooner if required by other sections of this DA) an estimate of the cost of constructing the S.R./C.R. 581 Improvement Pipeline Projects, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY or FDOT, as applicable, shall become the property of the COUNTY or FDOT.

f. Permitting Requirements: The DEVELOPER and/or its contractor shall obtain any and all required permits for the work it is to perform from the COUNTY or FDOT, as appropriate, and any and all applicable local and State regulatory agencies.

g. COUNTY Cooperation: The COUNTY shall, upon the DEVELOPER'S request, cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER or engineers/contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER or engineers/contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements. Relocation of any non-County owned utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees, upon request of DEVELOPER, to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such non-county owned utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits. Certain COUNTY owned utilities infrastructure, as more specifically identified in Exhibit D attached hereto, will also need to be relocated. The DEVELOPER shall coordinate with Pasco County Utilities Services Branch for the relocation of any water, wastewater and/or reclaimed water infrastructure in conflict with S.R./C.R. 581 Improvement Pipeline Project as described on Exhibit E. The Developer shall identify the utility relocations described in Exhibit E as a separate line item in the bid documents for the Project. One third of the total approved construction costs of such relocation shall be reimbursed to the developer directly by the Pasco County Utilities Department on a quarterly basis. The Developer shall submit the costs of the utility relocations described in Exhibit E to the Pasco County Utilities Department for approval prior to undertaking the work and shall submit quarterly invoices directly to the Utilities Department for one third of all costs paid by the Developer for the relocation work described in Exhibit E performed in accordance with this Agreement. The second one third of the total approved construction costs of such relocation shall be reimbursed by the Pasco County Engineering Services Department to the Developer in accordance with the provisions of Section 7.c of this Agreement so long as reimbursement payments made

by the County on the account of actual costs do not exceed Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). The Developer shall be fully responsible for the remaining one third of the construction costs of such utility relocation and shall not receive any impact fee credits or reimbursement for this portion of the Project cost.

j. Right-of-Way Acquisition:

(1) The DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements as set forth above (except where the COUNTY has agreed to acquire the right-of-way or has already acquired the necessary right-of-way) necessary for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) While it is not anticipated that additional right-of-way will be required for the S.R./C.R. 581 Improvement Pipeline Projects, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the S.R./C.R. 581 Improvement Pipeline Projects. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the FDOT in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it

shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

6. PIPELINE PROJECTS CONSTRUCTION

The DEVELOPER shall commence construction of the pipeline projects in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the pipeline projects in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY, and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the pipeline projects.

a. Competitive Selection of Contractors: Unless otherwise approved by the County Administrator with respect to the pipeline projects, the DEVELOPER shall competitively bid such projects following the "Guidelines for Developer Pipeline Projects in Pasco County," as amended.

b. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a FDOT or COUNTY Construction Permit, the area covered by that Construction Permit shall be deemed to be tendered to the DEVELOPER or its contractor, as applicable, and such entity shall be in custody and control of the project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

c. COUNTY and FDOT Observation: The COUNTY'S and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the pipeline projects and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as applicable, shall notify the DEVELOPER and its representative in writing; and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or

inspect the work on the pipeline projects. The DEVELOPER shall be solely responsible for ensuring that the pipeline projects are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY or FDOT that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

d. Right-of-Way: Prior to the COUNTY'S or FDOT'S acceptance of the pipeline projects, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and/or FDOT and cause all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY or FDOT in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY's request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

e. Construction Requirements: During the construction phases of the pipeline projects, the DEVELOPER and/or its construction contractor(s) shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to ensure it is built according to the plans and specifications.

(2) Obtain all necessary Right-of-Way Use Permits.

(3) Be responsible for supervising and inspecting the construction of the pipeline projects and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the pipeline projects until the improvements are completed and accepted by the COUNTY or FDOT, as applicable, which acceptance shall not be unreasonably withheld.

(5) Require testing by an independent laboratory, acceptable to the COUNTY and FDOT in accordance with the FDOT'S standards and Pasco County Engineering Services Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the COUNTY Engineer immediately, and all test reports shall be provided on a quarterly basis to the COUNTY Engineer.

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the pipeline projects and other road improvements are in substantial conformance with the standards established by the FDOT pursuant to Section 336.045, F.S., and by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY and FDOT.

(7) Provide to the COUNTY and FDOT copies of all design drawings, as-built drawings, and permits received for the pipeline projects, as applicable, and such information shall become the property of the COUNTY and/or FDOT upon submission. All plans submitted to the COUNTY shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

(8) Provide to the COUNTY, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

7. TRANSPORTATION IMPACT FEES REIMBURSEMENT

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the pipeline projects for reimbursement to the DEVELOPER or to another entity or entities; e.g., the CDD, to the extent that such entity finances or otherwise pays for or contributes to the pipeline project(s) as determined by the COUNTY (hereinafter referred to as the Reimbursement Receiving Entity). Once the DEVELOPER and/or contractor has posted the performance guarantees and commenced construction for the pipeline project referenced in this DA, the COUNTY agrees to reimburse the Reimbursement Receiving Entity for those expenditures on the pipeline project approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and Reimbursement Receiving Entity shall not be entitled to any interest on the account.

b. Existing Impact Fee Credit Amount: The County acknowledges that the Developer, or its assigns, has previously paid transportation impact fees to the County for Phase II development since the approval of the Original Development Agreement between the parties dated September 25, 2001. The County shall verify the amount of such impact fees paid from the date of the Original Development Agreement through the Effective Date of this Agreement and place this amount, less the amount of $834,245.25 previously credited to the Developer, in an account designated as the SB Impact Fee Credit Fund which shall be administered as provided herein. The Developer has previously incurred costs and expenses for the design, permitting, right-of-way acquisition and stormwater pond construction for the Pipeline Project which qualify for reimbursement under the terms of this Agreement. In addition, the Developer has paid the County the sum of

$1,760,000.00 for the benefit of the FDOT pursuant to the Original Development Agreement which amount also qualifies for reimbursement under the terms of this Agreement. The Developer has submitted copies of paid invoices to the County identifying the costs of such design and permitting services as well as the costs for construction to date in the amount of $4,589,148.61. The County will review the supporting documentation for this amount and within sixty (60) days from the Effective Date of this Agreement determine those actual and reasonable costs which qualify for reimbursement from the transportation impact fees previously collected from within Phase II ("Earned Impact Fee Credit"). The County shall reimburse this Earned Impact Fee Credit directly to SB within thirty (30) days of determining the amount of the Earned Impact Fee Credit. provided that in no event shall the combination of all reimbursement payments made by the County on the account of actual costs and impact fee credits (assigned to SB Associates by the County on account of such costs) exceed the lessor of the actual costs of construction for the Pipeline Project, or the sum Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). The balance of the SB Impact Fee Credit Fund remaining after payment of the Earned Impact Fee Credit ("Unearned Impact Fee Credit") shall be reimbursed to the Developer as other expenditures by the Developer are found by the County to qualify for reimbursement in accordance with the requirements of Section 7.c. of this Agreement.

c. Transportation Impact Fee Reimbursement: The Reimbursement Receiving Entity shall be eligible for TIF reimbursement for actual and reasonable design, permitting, right-of-way acquisition and construction costs, and payments in lieu of such costs, for the State Road 581 Improvement Pipeline Project, all as detailed in this DA and the TIF Ordinance. Actual and reasonable design, engineering, inspection, permitting, right-of-way acquisition, and construction costs shall be determined by the County Administrator or his designee. In no event shall such TIF reimbursement (or credit) exceed the lesser of the actual construction costs or Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars ($22,272,576.00). All development within the Project shall continue to pay transportation impact fees in accordance with the requirements of the County's adopted TIF Ordinance as amended and this DA. The County shall track all impact fees paid for future development within Phase II of the Seven Oaks DRI (hereinafter collectively referred to as the "SB Impact Fee Fund"). The County will use the impact fees collected in the SB Impact Fee Fund to reimburse SB for the actual approved costs incurred by SB for the design, permitting, right-of-way acquisition and construction of S.R./C.R. 581 and the Project B payment to FDOT in the amount of $1,760,000.00. Such reimbursement shall be made by the County on an annual basis once the County and Office of the Clerk of the Circuit Court have been provided with the necessary documentation to verify actual amounts paid. The annual reimbursement period shall terminate on September 30th of each year and any invoices submitted after that date will, upon approval of the same by the County and Clerk, be included in the next annual payment. Subject to the requirements of the Prompt Payment Act the

Clerk will make annual reimbursement payments to the Developer within sixty (60) of September 30th. Any disputed amounts not approved prior to September 3oth will be carried over to the next payment cycle for resolution in accordance with the terms of this Agreement. In the event the total amount in the Seven Oaks Phase II Impact Fee Fund is insufficient to reimburse SB for an otherwise qualifying costs, then a credit shall be established in the fund and any subsequent impact fees collected within Phase II of the Seven Oaks DRI shall be paid to SB and utilized to reduce said credit. The County acknowledges that it has included the S.R./C.R. 581 Improvement Pipeline Project within its Capital Improvement Program at a budgeted cost of $22,272,576.00 and has budgeted sufficient funds in the current year budget to provide for the reimbursement payments consistent with the requirements of this Section. Notwithstanding any provision of this agreement to the contrary, in no event shall the combination of reimbursement payments made by the County on the account of actual costs and impact fee credits (assigned to SB Associates by the County on account of such costs) exceed Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). In addition, reimbursements to SB will be limited to the amount of transportation impact fees actually collected from within Phase II of the Seven Oaks DRI, and whenever reimbursements have been made so as to exhaust the SB Impact Fees Fund no further reimbursements will be made by the County until such time as there are additional impact fees paid from within Phase II of the Seven Oaks DRI; however, in the interim, impact fee credits will be assigned to SB until the accumulative amount of such reimbursements and credits have reached the maximum reimbursement amount authorized hereunder.

(1) All requests and invoices for reimbursements shall be submitted to the COUNTY at a frequency no greater than annually prior to September 30th. Any final requests or invoices for the pipeline project shall be submitted to the COUNTY within ninety (90) days of final acceptance by the FDOT for the S.R./C.R. 581 Improvement Pipeline Projects and the COUNTY or FDOT as applicable, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. Should there be any amounts denied for reimbursement, the DEVELOPER may appeal such decision in a manner consistent with the TIF Ordinance.

(2) Notwithstanding the foregoing, unless otherwise provided herein, the DEVELOPER and/or the Reimbursement Receiving Entity shall not be eligible for impact fee credit reimbursement for:

(a) The Other Required Roadway Improvements

(b) The Site-Access Improvements

(c) Any internal roadway improvements or internal right-of-way dedications required by the DO, MPUD Conditions of Approval and/or the Land Development Code.

(d) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of the total Pipeline Project cost.

(e) Pipeline project costs not specifically set forth in this DA; e.g., financing and insurance expenses.

In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this DA.

d. Impact Fee Adjustment: Until such time as the Developer provides an analysis satisfactory to the County Administrator, or his designee, demonstrating that the transportation concurrency impacts of the DRI have been adequately mitigated through 2013, all entitlements within the DRI that are not qualified EC or TC uses (and subject to any Additional EC/TC Restrictions) and that receive a Final Certificate of Capacity after August 15, 2011, or other County-wide concurrency extension date as may be determined by the Board from time to time in accordance with the Concurrency Management Ordinance, shall pay, at the time transportation impact fees are due, the Option 1 FY 2007 Full Fee as set forth in the Transportation Impact Fee Ordinance Schedule, indexed to the time of payment by the most recent construction and right-of-way indices in the Transportation Impact Fee Ordinance (the Option 1 Fee). The County shall budget the difference between the Option 1 Fees paid less the applicable Transportation Impact Fee rate that is in effect at the time of the payment (the TIF Differential) as a concurrency proportionate-share contribution to be applied towards facility or mobility improvements that benefit one or more of the significantly impacted roadways or intersections listed in Table 1 and Table 2 in Resolution No. 01-108. This obligation shall not affect the expenditure of transportation impact fees paid within the DRI, which may be expended in accordance with the County's adopted Transportation Impact Fee Ordinance. Notwithstanding anything herein to the contrary, should the County conduct an areawide traffic analysis which includes the entire Seven Oaks, Phase II area, and then establish a transportation mitigation fee based upon the results of that study, the Developer shall pay the areawide fee in lieu of the Option 1 Transportation Impact Fees. The total amount of any Option 1 Fee and/or any areawide transportation fees shall be subject to reimbursement to the Developer as authorized herein provided that in no event shall the combination of all reimbursement payments made by the County on the account of actual costs and impact fee credits (assigned to SB Associates by the County on account of such costs) exceed the lessor of the actual costs of construction for the Pipeline Project, or the sum Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00).

e. Roadway Drainage Facilities: If Pipeline Project roadway-drainage facilities are commingled with off-site Project-related or other landowner-related drainage facilities, the portions of the right-

of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related drainage facilities are not eligible for impact fee credits.

f. Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the pipeline projects are commingled with off-site Project-related or other landowner-related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related mitigation are not eligible for impact fee credits.

g. Transfer of Credits: Any impact fee credit balance remaining after all reimbursements have been made from impact fees collected for development within Phase II of the Seven Oaks DRI pursuant to this DA may be transferred in accordance with the TIF Ordinance.

h. Other Impact Fees: Nothing contained in this DA shall excuse the payment of any other non-transportation impact fees required to be paid in accordance with the laws and ordinances of the COUNTY as may be amended.

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: A LOC or other performance guarantee acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the pipeline project shall be posted in favor of, and provided to the COUNTY as set forth below. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the applicable pipeline project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF reimbursements due pursuant to Section 7 above and/or stop the issuance of Building Permits and other development approvals. All Performance Guarantees when posted and provided to the COUNTY shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. The DEVELOPER shall be allowed to include as a reimbursable Pipeline Project Expense the cost of issuance of any Performance Guarantee required pursuant to this DA (not to exceed one [1] percent annually of the total amount of the Performance Guarantee) from the time of initial posting of the applicable Performance Guarantee in accordance with this DA until the award of the construction contract for the applicable pipeline project. The Developer shall also be allowed to deduct the amount of $4,500,000 from the bond amount as this amount represents the approximate dollar amount of the Unearned Impact Fee Credit currently held by the County which could be used by the County to fund a portion the road construction should the Developer default on its obligations hereunder. A Performance Guarantee for the S.R./C.R. 581 Pipeline Project, in a form and amount satisfactory, has been posted in favor of and provided to the COUNTY. In addition, the Performance Guarantee which Developer for the previously required payment to FDOT shall be returned to the Developer within 30 days of the Effective

Date of this Agreement. Prior to commencing construction on the S.R./C.R. 581 Pipeline Project, the DEVELOPER'S contractor may post in favor of the COUNTY and provide the COUNTY, for its approval, a performance and payment bond acceptable to the COUNTY to guarantee payment of the contractors obligations as required by law. The performance and payment bond shall be with a bank, surety, or other financial institution acceptable to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment bond shall be in the amount of 125% of the Construction Contract amount. Upon the County's acceptance of the contractor's performance and payment guarantee the performance guarantee posted by the DEVELOPER as required above shall be released and returned to the DEVELOPER.

b. Conditions for Performance Guarantee:

(1) The Performance Guarantee required pursuant to this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida.

(2) The Performance Guarantee issuer must have and maintain:

(a) A minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to the COUNTY'S Risk Manager.

(b) A minimum rating of at least AA/Aa/AA by S & P, Moody's, or Fitch.

(c) Downgrade Provision: In the event the Performance Guarantee issuer does not maintain the average financial condition in Paragraph 8.b(2)(a) above or is downgraded below the minimum in Paragraph 8.b(2)(b) above, the Performance Guarantee Issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original Performance Guarantee.

(3) The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other LOC Issuers.

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing a Performance

Guarantee valid for the entire initial maintenance period plus six (6) months. The monetary amount which shall be made available to the BCC under the terms of the Performance Guarantee shall equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion and Maintenance (as may be subsequently amended). The initial maintenance period shall be one (1) year commencing on the date of acknowledgement of completion and acceptance of a Performance Guarantee in accordance with this section. After the initial maintenance period, and prior to acceptance of the roadway for maintenance by Pasco County and release of the Performance Guarantee for the initial maintenance period, the Developer shall provide an additional Performance Guarantee which shall guarantee the structural integrity of the roadway for a period of two (2) years from the end of the initial maintenance period. The monetary amount which shall be made available to the BCC under the terms of this Performance Guarantee shall be equal to fifteen (15) percent of the cost of the project. The DEVELOPER shall be responsible for maintaining the project during the applicable maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the project during the applicable maintenance period, the Administrator shall notify the DEVELOPER in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspections Division not before ninety (90) days prior to the termination of the applicable maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the applicable Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the County Administrator, but no sooner than the completion of the applicable maintenance

period, the County Administrator may recommend to the COUNTY the release of the Maintenance Guarantee. For any portion of the project which is part of the state road system and will be maintained by FDOT, the DEVELOPER shall comply with the maintenance guarantee requirements of FDOT in lieu of the maintenance requirements of this Section, once FDOT has accepted the road for maintenance.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of their agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Paragraphs 5.e and 5.h of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 9.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

(1) General: No work shall commence on the Required Roadway Improvements nor shall occupancy of any of the property within the Required Roadway Improvement limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY as set forth below:

(a) During the life of this DA, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide* and which are satisfactory to the COUNTY.

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies), identified therein and shall have attached thereto, proof that the said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the DEVELOPER shall require the engineers and/or contractors to also provide to the COUNTY certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between the DEVELOPER and the contractor for the improvement.

(c) All policies of insurance required by this DA shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 9.g below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

(d) The DEVELOPER shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the COUNTY and the DEVELOPER which is applicable to the work provided for in this DA. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

(e) Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the contract documents does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policies or Certificates of Insurance are in compliance with the requirements under this DA.

(f) The insurance coverage and limits that the DEVELOPER shall require from the engineers and/or contractor under this DA are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program. The DEVELOPER shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of its own insurance program.

(g) If the insurance coverage initially provided by the engineers and/or contractor is to expire prior to completion of the work, the DEVELOPER shall require the engineers and/or contractor to provide renewal Certificates of Insurance on the COUNTY'S form thirty (30) days prior to expiration of current coverage.

(h) Should the engineers and/or contractor fail to maintain the insurance coverage required under this DA, the COUNTY may, at its option, either terminate this DA for default as provided hereinafter or require the DEVELOPER to procure any payment for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER to procure and pay for such insurance coverage shall not operate as a waiver of any of the COUNTY'S rights or the DEVELOPER'S obligations under this DA.

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, COUNTY Engineer, and each of their elected officers, employees, and agents shall be "additional insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverage required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

(2) Coverage: Amounts and types of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form, which shall be provided to the engineers and/or contractors by the DEVELOPER. The DEVELOPER may obtain a sample copy of this certificate from the COUNTY.

(a) Workers' Compensation and Employer's Liability Insurance: The DEVELOPER shall require that coverage be maintained by the engineers and/or contractor for all employees

engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

(i) Workers' Compensation: Florida statutory requirements.

(ii) Employer's Liability: One Million and 00/100 Dollars ($1,000,000.00) each accident.

(iii) The DEVELOPER shall require the engineers and/or contractor and contractor's insurance companies to waive their rights of subrogation against the COUNTY and their agents and employees.

(b) Commercial General Liability Insurance: The DEVELOPER shall require commercial, general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

(i) General Aggregate: Two Million and 00/100 Dollars ($2,000,000.00).

(ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars ($2,000,000.00).

(iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars ($1,000,000.00).

(iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars ($2,000,000.00).

(v) Property Damage (Each Occurrence): One Million and 00/100 Dollars ($1,000,000.00).

(vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars ($500,000.00).

(vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars ($500,000.00).

(c) Business Automobile Liability Insurance: The DEVELOPER shall require coverage to be maintained by the engineers and/or contractor as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicle and employees' non-ownership with limits of not less than:

(i) Bodily Injury and Personal Injury Including Death: One Million and 00/100 Dollars ($1,000,000.00) combined, single limit.

(ii) Property Damage: One Million and 00/100 Dollars ($1,000,000.00) combined, single limit.

(d) Excess Liability Insurance: The DEVELOPER shall require coverage be maintained by the contractor for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than:

(i) Each Occurrence: Three Million and 00/100 Dollars ($3,000,000.00).

(ii) Aggregate: Three Million and 00/100 Dollars ($3,000,000.00).

(e) Professional Error and Omissions Liability: The DEVELOPER shall require that the engineers maintain standard, professional-liability insurance in the minimum amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

(f) Special Instructions: Occurrence from professional, liability insurance is highly preferred; however, in the event the consultant is only able to secure claims-made, professional-liability insurance, special conditions apply. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the DEVELOPER shall require the consultant to be obligated by virtue of this DA to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of this DA.

10. GENERAL PROVISIONS:

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the COUNTY or joint ventures with the COUNTY. The DEVELOPER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this DA. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Required Roadway Improvements, or for debts or claims accruing to such parties against the DEVELOPER. There is no contractual relationship expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER as a result of the Required Roadway Improvements.

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the Performance Guarantees required by Section 8 (or the portion of the

guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY'S review and/or approval.

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this DA to extend the deadline, and the County Administrator agrees to submit such requests to the COUNTY within thirty (30) days unless the DEVELOPER agrees to extend the said submitted time period beyond thirty (30) days.

d. Termination: The COUNTY may terminate this DA upon the DEVELOPER'S failure to comply with the terms and conditions of this DA. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this DA immediately without further notice, and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.

e. Contracts: All contracts entered into by the DEVELOPER for the Required Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(1) The DEVELOPER shall cause all provisions of this DA in its entirety to be included and made a part of any contract for the Required Roadway Improvements.

(2) The DEVELOPER agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

f. Law Compliance: The DEVELOPER and the COUNTY will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, the DEVELOPER verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The COUNTY will consider the employment of unauthorized aliens by the DEVELOPER or by any contractor or vendor of the DEVELOPER during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the COUNTY.

g. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered, professional engineer that the Required Roadway Improvements have been constructed in accordance with the standards promulgated by the FDOT in Section 336.045, F.S.; the COUNTY standards; the contract documents; and this DA.

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Mr. Craig Weber, 2940 Sports Core Circle, Wesley Chapel, Florida 33543, with a copy to Mr. J. Ben Harrill, Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL 34655, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

i. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written; provided, however, that nothing shall relieve the DEVELOPER of any development approval requirements or conditions previously imposed or authorized to be imposed under the COUNTY'S LDC or Comprehensive Plan for future permits required by the DEVELOPER.

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in Section 5.m of the DO or which remove any condition required by Rule 9J-2.045, FAC, shall require an amendment to the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to this DA shall not require an NOPC or DO amendment.

k. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

l. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

m. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

n. Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

o. Severability: Each provision of this DA is material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made. DEVELOPER-requested amendments to this DA shall not be considered challenges to this DA and decisions by the Board of County Commissioners regarding any DEVELOPER-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

p. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

q. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

r. Third Party Beneficiaries: Except where this DA specifically provides for the rights and obligations of the FDOT, nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

s. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

t. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Required Roadway Improvements.

u. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.

v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

w. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

x. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

y. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or

civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Required Roadway Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

z. Full Force and Effect: This Agreement shall supersede and replace in its entirety that certain Development Agreement between the parties dated September 25, 2001, including any amendments thereto, and the Developer is specifically relieved of any further obligations under the original Development Agreement including any obligation to make the additional payment for Project C in the amount of $6,240,000.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

(SEAL)

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

Paula S. Oneil
JED PITTMAN, CLERK

Jack Mariano
JACK MARIANO, CHAIRMAN

Date: APPROVED
DEC 2 2008

WITNESSES:

Paul L Nettles

Cheryl L Summerson

SB ASSOCIATES LIMITED PARTNERSHIP

BY: Craig B. Weber

CRAIG B. WEBER
Print

Its VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY PASCO

The foregoing instrument was acknowledged before me this APRIL 17, 2009
(date), by CRAIG B. WEBER
(name of person acknowledging), who is personally known to me or who has produced _____
(type of identification) as identification.

Seal: NOTARY PUBLIC STATE OF FLORIDA
ARLENE M. ELMORE
MY COMMISSION # DD580254
EXPIRES: Nov. 4, 2010
(407) 398-0153 Florida Notary Service.com

Arlene M. Elmore
NOTARY

EXHIBITS

A. Legal Description

B. County Requested Additional Improvements

C. Ultimate State Road 56 Intersection

D. Project Access Improvements

E. Pasco County Utilities Relocation

EXHIBIT A

DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

EXHIBIT A

The Subject Property is described as follows: The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2635.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.50 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02 feet, chord N.66°29'27"E., 1671.79 feet, thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5961.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5267.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet, thence S.00°27'42"W., 500.0 feet thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East, thence S.89°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 25 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING; thence N.73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet, thence N.33°55'52"E., 650.0 feet; thence N.81°05'05"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54, thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.60 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°08'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING.

AND: That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S, Range 19 E, Pasco County, Florida.

EXHIBIT B

DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

COUNTY REQUESTED ADDITIONAL IMPROVEMENTS

ICON
CONSULTANT GROUP
INCORPORATED

October 24, 2007

Mr. Craig Weber
Seven Oaks General Manager
SB & Associates
2940 Sports Core Circle
Wesley Chapel, Florida 33543

Re: SR/CR 581 Project, Pasco County, Florida
Proposal for: Supplemental Agreement No. 2007-4
Aronwood Intersection

Dear Craig,

The purpose of this supplemental agreement is incorporate Aronwood intersection improvements into the CR/SR 581 roadway plans. These changes are requested by Pasco County and are not in the 581 PD&E. This scope of services is based on that meeting attended on April 4, 2007.

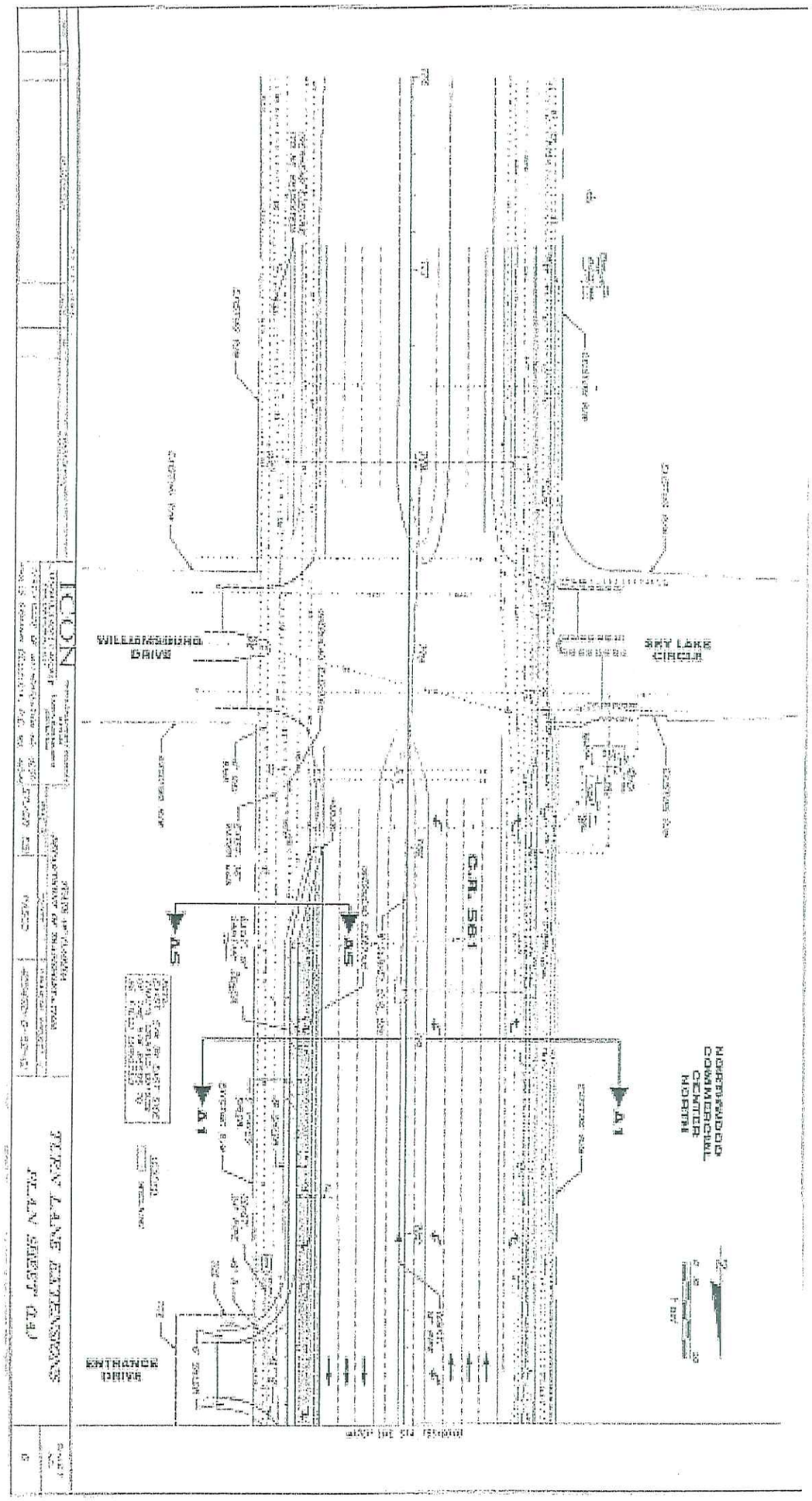
SCOPE OF SERVICES

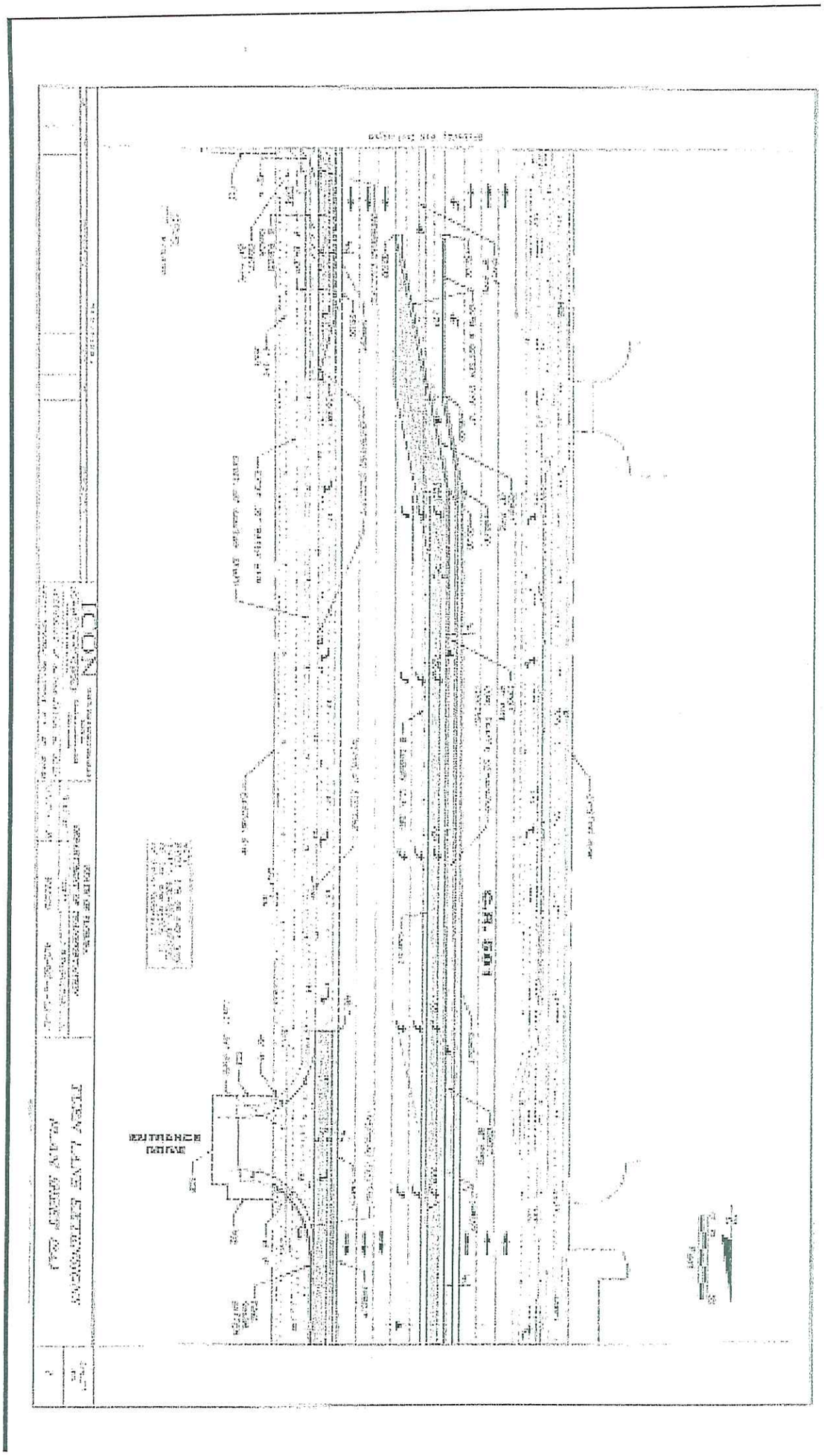
Aronwood Intersection and Traffic Signal:

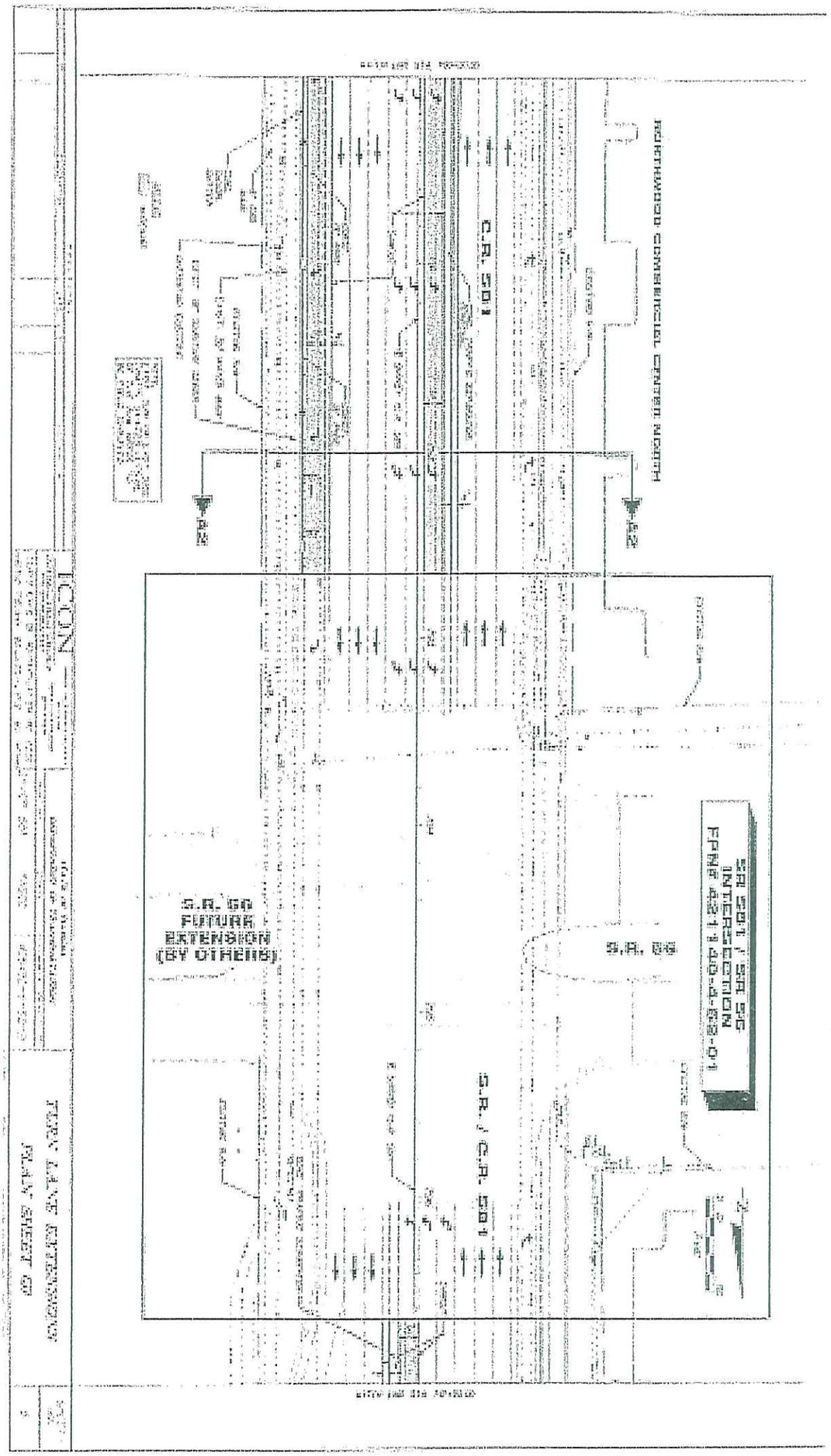
- Signal design completed by Volkert (Consultant to County). 581 plans signal to be redesigned to match existing (Volkert) geometry
- Perform a review of the signal design.
- Modifications necessary for signal head adjustments and signal head additions, change in proposed curb returns and curb and gutter, asphalt sidewalk, and modifications to signing/pavement markings.
- No modifications to mast arm poles will be required.
- Construction cost breakout will also be provided for the new 581 work associated with this change.

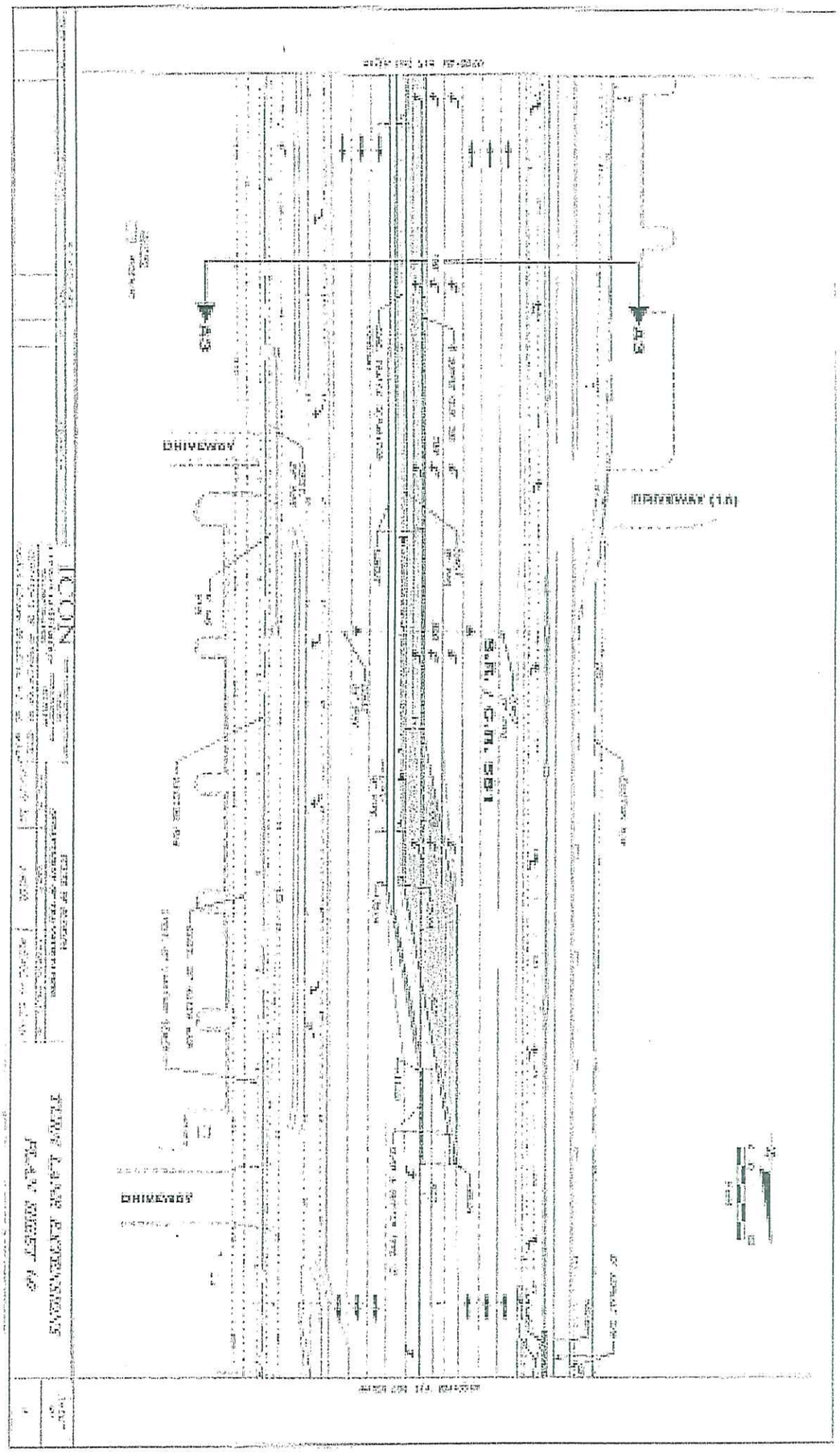
EXHIBIT C
DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

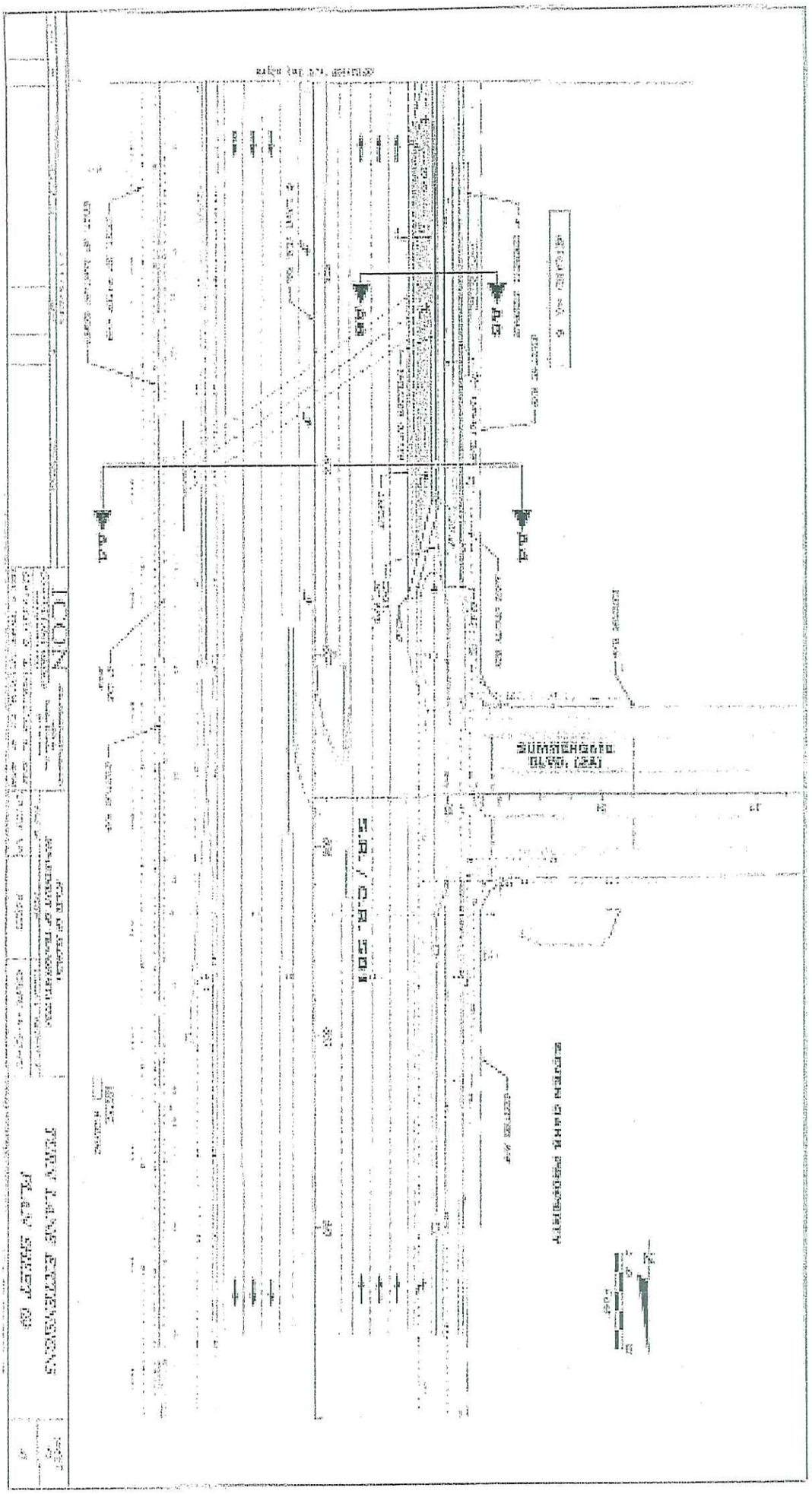
ULTIMATE STATE ROAD 56 INTERSECTION


ICON
WILLIAMSBURG DRIVE
SKY LAKE CIRCLE
C.R. 561
A5
A5
A1
A1
NORTHWOOD COMMERCIAL CENTER NORTH
ENTRANCE DRIVE
TEN LANE EXTENSIONS
PLAN SHEET 01


ENTRANCE
ROAD


ROCKTHWOOD COMMERCIAL CENTER NORTH
C.R. 501
S.R. 60
FUTURE
EXTENSION
(BY OTHERS)
S.R. 60
S.R. / C.R. 501
SR 501 / SR 56
INTERSECTION
FPN# 421140-4-52-01
ICON
TURN LANE EXTENSIONS
PLAN SHEET 60


DRIVEWAY
DRIVEWAY (1.0)
DRIVEWAY
A3
A3
S.R. / C.R. 581
ICON


SUMMERGATE BLVD. (2A)
S.R. / C.R. 501
TURN LANE EXTENSIONS
PLAN SHEET 60

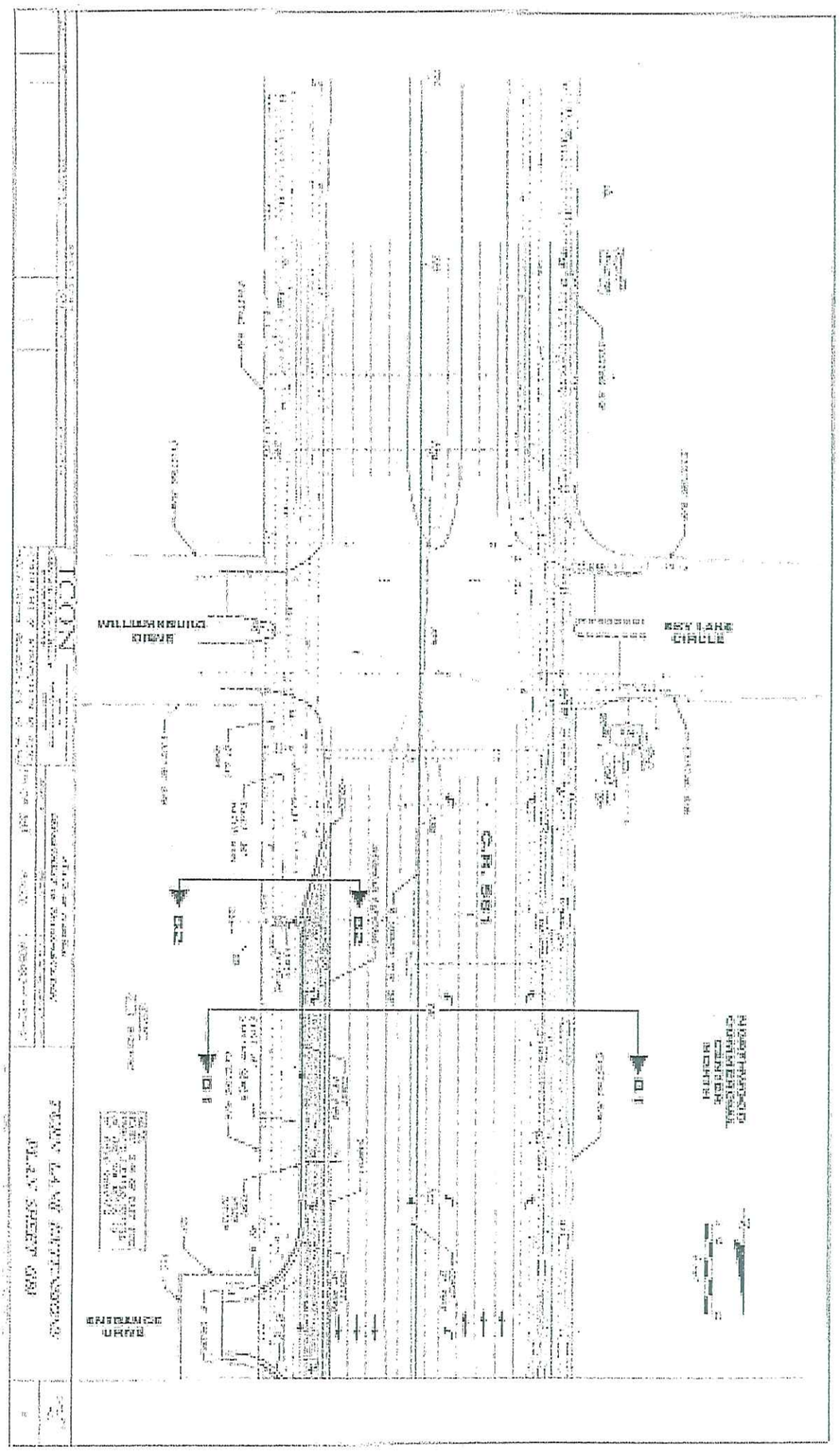

WILLIAMSBURG DRIVE
EST LAKE CIRCLE
C.R. 561
ENTRANCE DRIVE
NORTHWOOD COMMERCIAL CENTER NORTH
TOON

EXHIBIT D

DRI NO. 129 – SEVEN OAKS

SITE ACCESS IMPROVEMENTS

EXHIBIT D

DRI NO. 129 – SEVEN OAKS

SITE ACCESS IMPROVEMENTS

Access Connection	Station (1)	Station (2)	Geometry	Status
1A (Rooms to Go)	4 + 65	799 + 30	Right in/Right Out	Complete
2A (Summergate)	13 + 00	807 + 65	Temporary Full, Left In/Right In/Right Out	Complete
3A (Mystic Oak)	85 + 80	880 + 45	Full Access	Complete
4A (Eagleston)	129 + 80	923 + 68	Full Access	Complete
5A (Stockton)	141 + 77	936 + 42	Left In/Right In/Right Out	Complete
6A (Vanguard)	28 + 65	823 + 99	Full Access	Complete
7A (Archstone)	36 + 50	831 + 15	Right In/Right Out	Complete
8A (Redfern)	95 + 75	890 + 40	Right In/Right Out	Not Complete
9A (Verizon)	154 + 50	949 + 15	Full Access	Complete
10A (Toyota)	174 + 71	969 + 36	Full Access	Complete
11A (Utility Drive)	52 + 40	847 + 05	No Turn Lanes/DW Only	Not Complete
12A (Unknown)	111 + 70	906 + 35	Left In/Right In/Right Out	Not Complete
(Wachovia)	169 + 75	964 + 40	Full Access	Complete

(1) Stations are based on an assumed station for SR 56 of 0 + 00, 56 and 581 = Sta 794 + 65 ±
(2) Stations are based on the SR 581 construction plans

EXHIBIT E

DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

PASCO COUNTY UTILITIES RELOCATIONS

RECLAIMED WATER (RCW)		
Type of Facility	Location	Description of Utility work
16" RCW	STA. 760+32.50, 78.00 LT to STA. 760+67.50, 78.00 LT Drainage Structure S- 6, STA. 760+50.00, 78.00 LT	To adjust
16" RCW	STA. 761+82.50, 78.00 LT to STA. 762+17.50, 78.00 LT Drainage Structure S- 7, STA. 762+00.00, 78.00 LT	To adjust
16" RCW	STA. 763+36.91, 78.00 LT to STA. 763+71.91, 78.00 LT Drainage Structure S- 8, STA. 763+54.41, 78.00 LT	To adjust
16" RCW	STA. 772+32.50, 78.00 LT to STA. 772+67.50, 78.00 LT Drainage Structure S- 12, STA. 772+50.00, 78.00 LT	To adjust
16" RCW	STA. 774+82.50, 78.00 LT to STA. 775+17.50, 78.00 LT Drainage Structure S- 13, STA. 775+00.00, 78.00 LT	To adjust
12" RCW	STA. 784+42.50, 78.00 LT to STA. 784+77.50, 78.00 LT Drainage Structure S- 18, STA. 784+60.00, 78.00 LT	To adjust
12" RCW	STA. 784+92.50, 78.00 LT to STA. 785+27.50, 78.00 LT Drainage Structure S- 19A, STA. 785+10.00, 78.00 LT	To adjust
12" RCW	STA. 788+48.50, 78.00 LT to STA. 788+83.50, 78.00 LT Drainage Structure S- 19C, STA. 788+66.00, 78.00 LT	To adjust
12" RCW	STA. 789+71.50, 78.00 LT to STA. 790+06.50, 78.00 LT Drainage Structure S- 19, STA. 789+89.00, 78.00 LT	To adjust
16" RCW	STA. 789+71.50, 78.00 LT to STA. 790+06.50, 78.00 LT Drainage Structure S- 19, STA. 789+89.00, 78.00 LT	To adjust
16" RCW	STA. 793+12.50, 78.00 LT to STA. 793+27.50, 78.00 LT 18" RCP Drain Pipe S- 20A, STA. 793+20.00, 78.00 LT	To monitor
16" RCW	STA. 806+92.50, 78.00 LT to STA. 807+07.50, 78.00 LT 24" Drain Pipe S- 28A, STA. 807+00.00, 78.00 LT	To adjust
16" RCW	STA. 823+82.50, 78.00 LT to STA. 824+17.50, 78.00 LT Drainage Structure S- 39A, STA. 824+00.00, 78.00 LT	To monitor
16" RCW	STA. 833+84.04, 78.00 LT to STA. 834+19.04, 78.00 LT Drainage Structure S- 47A, STA. 834+01.54, 78.00 LT	To adjust
16" RCW	STA. 833+84.04, 78.00 LT to STA. 834+19.04, 78.00 LT Drainage Structure S- 46, STA. 834+01.54, 78.00 LT	To adjust
RECLAIMED WATER (RCW) – Continued		
24" RCW	STA. 868+42.50, 78.00 RT to STA. 868+77.50, 78.00 RT Drainage Structure S- 120, STA. 868+60.00, 78.00 RT	To monitor
24" RCW	STA. 920+08.50, 78.00 RT to STA. 921+17.50, 78.00 RT Drainage Structure S- 158, STA. 921+00.00, 78.00 RT	To adjust
24" RCW	STA. 936+68.50, 78.00 RT to STA. 937+17.50, 78.00 RT Drainage Structure S- 166, STA. 937+00.00, 78.00 RT	To adjust
16" RCW (ABAND)	BEGIN REMOVAL STA. 775+26.20, LT 75.9' END REMOVAL STA. 783+74.00, 75.0' LT	To remove

WATERMAIN (WM)		
16" WM	STA. 768+37.50, 78.00 LT to STA. 768+72.50, 78.00 LT Drainage Structure S- 10A, STA. 768+55.00, 78.00 LT	To adjust
16" WM	STA. 769+92.50, 78.00 LT to STA. 770+27.50, 78.00 LT Drainage Structure S- 11, STA. 770+10.00, 78.00 LT	To adjust
FORCEMAIN (FM)		
12" FM	STA. 784+42.50, 78.00 LT to STA. 784+77.50, 78.00 LT Drainage Structure S- 18, STA. 784+60.00, 78.00 LT	To adjust
12" FM	STA. 784+92.50, 78.00 LT to STA. 785+27.50, 78.00 LT Drainage Structure S- 19A, STA. 785+10.00, 78.00 LT	To adjust
12" FM	STA. 786+82.50, 78.00 LT to STA. 787+17.50, 78.00 LT Drainage Structure S- 19B, STA. 787+00.00, 78.00 LT	To adjust
12" FM	STA. 789+71.50, 78.00 LT to STA. 790+06.50, 78.00 LT Drainage Structure S- 19, STA. 789+89.00, 78.00 LT	To adjust
16" FM	STA. 789+81.50, 82.00 LT to STA. 789+96.50, 82.00 LT Drain Pipe Structure S-20A, STA. 789+89.00, 82.00 RT	To adjust
16" FM	STA. 920+08.50, 78.00 RT to STA. 921+17.50, 78.00 RT Drainage Structure S- 158, STA. 921+00.00, 78.00 RT	To adjust
16" FM	STA. 924+82.50, 78.00 RT to STA. 925+17.50, 78.00 RT Drainage Structure S- 160, STA. 925+00.00, 78.00 RT	To adjust

#129

PASCO COUNTY, FLORIDA

DADE CITY	(352) 521-4274	GROWTH MANAGEMENT DEPARTMENT
LAND O' LAKES	(813) 996-7341	WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY	(727) 847-8193	7530 LITTLE ROAD, SUITE 320
FAX	(727) 847-8084	NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL: Article No. 7004 1160 0000 4437 9493
RETURN RECEIPT REQUESTED

January 30, 2009

Mr. John Meyer, DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Center Boulevard
Pinellas Park, Fl. 33782

RE: Seven Oaks Development of Regional Impact - DRI No. 129

Dear Mr. Meyer:

Enclosed, please find a certified copy of Amended Development Order (Resolution No. 09-61) for the Seven Oaks Development of Regional Impact (DRI No. 129), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Pasco County Board of County Commissioners approved this DO amendment on December 2, 2008.

An original notice of adoption has been provided to the applicant's representative which must be recorded in accordance with F.S. 380.06(15)(f), and a copy of which will be kept on file in our offices.

Please feel free to contact this office if you have any questions.

Sincerely,

Kathleen H. Teague

Kathleen H. Teague
Planner II
Pasco County Growth Management Department

KHT/kht

cc: Ben Harrill, Esq., Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, Fl. 34655
Mr. Bernard Piawah, Regional Planning Administrator, Florida Department of Community Affairs 2555 Shumard Oak Boulevard, Tallahassee, Fl. 32399-2100
Samuel P. Steffey II, Growth Management Administrator (No Attachments)
File

THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 09-61

RESOLUTION AMENDING RESOLUTION NO. 01-108, AS AMENDED, FOR THE SEVEN OAKS DEVELOMENT OF REGIONAL IMPACT NO. 129, SUBSTANTIALLY REVISING DEVELOPER'S TRANSPORTATION MITIGATION RESPONSIBILITIES; AMENDING MAP H; AMENDING THE LAND USE EQUIVALENCY MATRIX; AND EXTENDING THE PHASE 2 BUILD-OUT DATE;

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact (DRI)/development order (DO) approving, with conditions, the Saddlebrook Village DRI; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a thirty-eight (38) acre utility site and forty-eight (48) acres of commercial and office uses with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243 which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners adopted Resolution No. 91-355 which approved an extension of build-out dates for Phases II, III, and IV and the total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners adopted Resolution No. 92-31 which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners adopted Resolution No. 93-253 which approved the extension of the build-out dates for Phases I, II, III and IV, and the project build-out date by less than seven (7) years; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners adopted Resolution No. 95-18 which approved an extension of the build-out dates for Phases I, II, III, and IV and the total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL THIS 8th DAY OF January 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY Katie McCarrick DEPUTY CLERK
73 pages

WHEREAS, on May 14, 1996, the Board of County Commissioners adopted Resolution No. 96-215, which approved the relocation of previously approved residential units and office/light industrial uses, reduced the office/light industrial acreage by eighty-six (86) acres; increased the residential acreage from 522 to 608 acres; and revised the DO relative to funding commitment for roadway improvements; and,

WHEREAS, on June 3, 1997, the Board of County Commissioners adopted Resolution No. 97-259 which approved the extension of the build-out dates for Phases I, II, III, and IV; the total project build-out date for all project phases cumulatively by less than twelve (12) years; allowed for approval of Phase I only; and revised the duration of the DO for a period of thirty-one (31) years; and,

WHEREAS, on January 23, 2001, the Board of County Commissioners adopted Resolution No. 01-108, a restated and amended DO approving, with conditions, the Saddlebrook Village DRI, which approved a reduction in the number of residential units and commercial square footage; an increase in commercial acreage from 145 to 188.50 acres; a reduction in the office/light industrial building area and acreage from 129 to thirty-five (35) acres; a reduction in hotel rooms from 600 to 400 rooms; an increase in preservation area from 512 to 593 acres; an increase in open space from 1,510 to 1,519.20 acres; revisions to the internal circulation and access points to account for expanded wetland areas and the addition of S.R. 56 on the southern property boundary; the relocation of portions of the commercial and office uses to the southern property boundary reflecting the new access on S.R. 56; the relocation of residential areas to replace the reduction in commercial, office, and light industrial; the addition of a trade-off mechanism; and implementation of an appropriate archaeological investigation and development of the site after completion of the investigation; and,

WHEREAS, on October 15, 2002, the Board of County Commissioners adopted Resolution No. 03-14, amending Resolution No. 01-108 which approved a change of the name of DRI No. 129 from Saddlebrook Village to Seven Oaks; revised condition B.12 relating to Transportation to incorporate into the DO the terms of that certain development agreement dated September 25, 2001, between Pittway Corporation, and SB Associates Limited Partnership (hereinafter SB), and Pasco County, Florida; added hospital use (less than 480 beds) as an allowable use in any North Zone or Central Zone parcel, and amended the trade-off matrix (Table 11 of the DO) to include hospital use; added townhouse, office, and commercial as alternate uses to Tract S14; and added Access Point U (right in/right out) to Tract S14 at a point over 660 feet from Access Point M; and extended the build-out date of Phase I by two (2) years; and,

WHEREAS, on September 8, 2004, the Board of County Commissioners adopted Resolution No. 04-266, which extended the main entrance boulevard from S.R. 56 north of the roundabout to connect the Southern and Central Zones as shown on revised Map H; added retail and office uses in Parcels S-1B and C-3 as allowable uses; added park as an allowable use in Parcels C-1, N-1, N-2, N-3, N-4, and N-5; clarified that light industrial is an allowable use in the North Zone; revised the maximum number of allowable units in Parcel S14A from 90 units to 125 units and increased acreage from 9 acres to 12.5 acres; added access points to Parcel N-1; and located Access Point F to a point approximately 500 feet west of its currently approved location as shown on revised Map H; and,

WHEREAS, on September 13, 2005, the Board of County Commissioners adopted Resolution No. 05-315, which extended the Phase I build-out date from August 15, 2004 to August 15, 2010; and,

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes (F.S.), on January 14, 2008, SB Associates Limited filed an Amended Notice of Proposed Change (NOPC) to a previously approved DRI known as Seven Oaks, seeking to revise Condition B.12 to recognize increases in the Developer's fair share contribution for transportation improvements, authorizing transportation impact fee credits for the increased fair share contribution, eliminating the requirement to pay $6,240,000.00 of this proportionate share amount to FDOT for I-75, requiring the entire proportionate share payment (other than the $1,760,000.00 previously paid to FDOT by the developer) to be utilized on C.R. 581, a parallel facility to I-75, extending Developer's deadline for the commencement of construction of County Road 581 from January 1, 2005 to June 1, 2008 (subsequently amended to December 1, 2008 by the DRC on September 25, 2008), extending Developer's deadline for completion of construction of County Road 581 from July 1, 2006 to May 31, 2010 (subsequently amended to October 31, 2010 by the DRC on September 25, 2008), amending Map H to reflect the location of the hospital site and other changes proposed, and amending the land use equivalency matrix to increase maximum allowable office, medical office and townhome conversions and decrease allowable single family home and industrial use conversions, which are attached hereto as Exhibit C and incorporated herein by reference.

WHEREAS, the Pasco County Board of County Commissioners is the governing body having jurisdiction over the review and approval of the NOPC in accordance with Section 380.06, F.S., as amended; and,

WHEREAS, the NOPC has been reviewed in accordance with Chapter 380.06, F.S., and,

WHEREAS, the culmination of that review pursuant to Section 380.06(19), F.S., requires the approval, approval with conditions, or denial of the above-referenced NOPC; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 01-108, as amended by Resolution No. 03-14 and Resolution No. 04-266, allowed development of 4,341 residential units and commercial/professional office development totaling 1,640,000 square feet or floor area, 400,000 square feet of wholesale warehouse and light industrial development, and 400 hotel rooms.

2. SB Associates Limited has filed, simultaneously with Pasco County, the Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (FDCA), a NOPC pursuant to Subsection 380.06(19), on FDCA Form No. RPM-BSP-PROPCHANGE-1 seeking to recognize increases in the Developer's fair share contribution for transportation improvements, authorizing transportation impact fee credits for the increased fair share contribution, eliminating the requirement to pay $6,240,000.00 of this proportionate share amount to FDOT for I-75, requiring the entire proportionate share payment (other than the $1,760,000.00 previously paid to FDOT by the developer) to be utilized on C.R. 581, a parallel facility to I-75, extending Developer's deadline for the commencement of construction of County Road 581 from January 1, 2005 to June 1, 2008 (subsequently amended to December 1, 2008 by the DRC on September 25, 2008) , extending Developer's deadline for completion of construction of County Road 581 from July 1, 2006 to May 31, 2010 (subsequently amended to October 31, 2010 by the DRC on September 25, 2008), amending Map H to reflect the location of the hospital site and other changes proposed, and amending the land use equivalency matrix to increase maximum allowable office, medical office and townhome conversions and decrease allowable single family home and industrial use conversions..

3. The Board of County Commissioners has received and considered the TBRPC report on the above-referenced NOPC, dated July 14, 2008, which is attached hereto as Exhibit B and incorporated herein by reference.

4. The Board of County Commissioners has scheduled a public hearing on the above-referenced NOPC.

5. Notice of such public hearing as been published in accordance with Section 380.06, F.S.

6. The Board of County Commissioners has held a public hearing on the above-referenced NOPC on December 2, 2008.

7. At the said public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

8. Additionally, at the said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications and evidence.

9. The land uses for the area subject to the NOPC include, but are not limited to, residential, office, commercial, industrial, hotel, recreational, and open space.

10. The Pasco County Comprehensive Plan Future Land Use Map classifications for the property subject to the NOPC are MU (Mixed Use) and RES-3 (Residential – 3 du/ga). The proposed development is consistent with the applicable provisions of the RES-3 (Residential – 3 du/ga) and MU (Mixed Use) classifications and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

11. Zoning on the property subject to the NOPC is MPUD Master Planned Unit Development.

12. The proposed development is not an area of critical State concern as designated pursuant to Section 380.05 F.S.

13. In processing the NOPC application to the Seven Oaks DRI/DO, the TBRPC reviewed the proposed changes to the DO as set forth in the NOPC application and determined that, based upon representations made by or on behalf of the applicant and recommendations made by the TBRPC within the NOPC report and incorporated herein, the amendments and changes as proposed are not substantial deviations pursuant to Section 380.06(19)(e)3., F.S.

14. State Road 581 serves as a parallel roadway to Interstate 75 and the required improvements to State Road 581 will benefit the Interstate System by reducing the amount of local traffic using Interstate 75 to access other local area roadways.

15. As a result of the additional time required to review and process the pending NOPC the requested times to commence and complete construction of SR 581 (as defined in the Seven Oaks Development Agreement) have been further extended by an additional five (5) months from the time requested by the Developer in the NOPC.

16. Pasco County, the FDCA, and TBRPC, agree that the transportation mitigation for Phase II as set forth in the DA adequately addresses all Phase II impacts, except for access-management related impacts.

17. A description of the real property is attached hereto as Exhibit A which is made a part of this DO.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 2nd day of December, 2008, that:

A. The proposed change to DRI No. 129 is approved and Resolution No. 01-108, as amended by Resolution Nos. 03-14, 04-266, and 05-315, is hereby amended as follows:

1. This DO includes the revised Land Use Equivalency Matrix (for the eastern portion of the project) by reference and as a separate exhibit, as well as the Land Use Equivalency Matrix previously authorized for the western portion of DRI. A copy of each equivalency matrix is attached hereto as Exhibit E and incorporated herein by reference.

2. The Phase II build-out date is hereby extended from August 15, 2010 to August 15, 2013.

The COUNTY has found that Phases I and II of the Project, as permitted and proposed, are consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of the DA, subject to the provisions of the DO and the DA. Incident to the approval of this NOPC, the County now has determined that the extension of the Phase II buildout date through August 2013 is consistent with the portions of the Comprehensive Plan applicable to Project development approvals. Furthermore, subject to Section 7.d. of the DA, the County has determined that Phase II entitlements (as set forth in this NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new buildout date(s) of August 2013, for all Phase II entitlements. Except for the foregoing vesting of entitlements through the buildout date(s) of August 2013, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended buildout dates (August 2013) are inclusive of applicable statutory extensions, except as to any qualified EC or TC entitlements, the buildout date for which may be further extended for local concurrency purposes as authorized in the LDC, without revised traffic studies or additional transportation mitigation requirements. In the event a buildout date extension is requested for qualified EC or TC entitlements, the County may require additional zoning requirements and/or private deed restrictions to ensure that the qualified EC entitlements or TC entitlements are developed in accordance with applicable EC or TC requirements, and to ensure that such entitlements remain EC or TC qualified ("Additional EC/TC Restrictions").

3. The hospital use authorized for the DRI, if developed, shall be located in Parcel N-5 of the North Zone and Map H, a copy of which is attached hereto as Exhibit D, is hereby amended to reflect the location of the proposed hospital site as an allowable use in Parcel N-5 and the revised parcel designations.

4. Condition No. B.12, Phase II, is amended to read as follows:

Phase II

Transportation

(1) Proportionate Share: Pursuant to Section Rule 9J-2.0255, FAC, the Applicant/Developer's updated proportionate-share contribution for transportation improvement projects is Twenty-Two Million Two Hundred Seventy-Two Thousand Five

Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) (Proportionate Share). The County and the Applicant/Developer agree that the mitigation for the Project (Phase II) and the satisfaction of the proportionate-share obligation shall be the construction of the required roadway improvements as further defined in the Development Agreement (DA) attached hereto and incorporated herein as Exhibit F.

(2) Development Agreement: The County and Applicant/Developer have entered into a revised and amended DA attached hereto as Exhibit F setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the pipeline projects, the site-related improvements, and cash payment, if required. The DA also contains:

(a) A schedule for the required pipeline projects to ensure such pipeline projects are expeditiously constructed.

(b) A requirement, that if, the Applicant/Developer should fail to adhere to the schedule in the DA, no further Building Permits or development approvals shall be issued until the required improvement obligations have been recommenced to the satisfaction of the County.

(c) Provisions for assistance from the County in the acquisition of right-of-way for the required improvements as needed.

(d) Requirements for financial performance guarantees to be provided by the Applicant/Developer to ensure that the Required Improvements will be completed in accordance with the applicable schedule.

(e) Provisions addressing the payment of TIF and TIF credits.

(f) Insurance and indemnification requirements.

(g) Other provisions as deemed appropriate by the County.

Changes to the DA which materially affect the requirements in Subsection (1) above or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) Site-Access Improvements

(a) The Applicant/Developer shall, at its sole expense and regardless of cost, design, permit, construct, and acquire or donate right-of-way (where necessary) for the site-access improvements as defined in the DA (Site-Access Improvements).

(b) The Applicant/Developer understands and agrees that to the extent the Site-Access Improvements are constructed by the County, the Applicant/Developer shall pay to the County, in lieu of the construction required by this DO, the County's costs of such construction based upon actual construction costs or the costs set forth in the County-approved construction contract for the applicable project. The date of payment shall be determined at the time of rezoning or preliminary plan/preliminary site plan approval, but shall not exceed ninety (90) days from the County's notification to the Applicant/Developer that the applicable construction costs have been incurred.

(c) The Applicant/Developer understands and agrees that all Site-Access Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the Applicant/Developer are not eligible for TIF credits or County reimbursement.

(d) All access improvements, number of access points, spacing, and geometry of access points shown on Map H, attached hereto as Exhibit D, shall be subject to compliance with the provisions of the County's and the Florida Department of Transportation's (FDOT) access-management regulations. Except where the DA or DRC provides for a different deadline for construction, the Applicant/Developer shall be responsible for construction of all access improvements for the Project prior to or concurrent with construction of infrastructure improvements to serve the portions of the Project necessitating such improvements as determined by the County at the time of preliminary site plan approval, and/or at the time of the issuance of Access Permits for the Project. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site-access/site-related intersection improvements and site-access/site-related roadway improvements. The need and analysis for turn lanes, traffic signals, turn-lane lengths, and other site-access/site-related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site-access/site-related improvements. Except where specifically allowed pursuant to this DO or DA, these improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development.

(e) Other Impact Fees

Nothing contained in this DO or the DA shall excuse the payment of any other non-TIFs required to be paid in accordance with the laws and ordinances of the County as may be amended.

5. Map H attached hereto as Exhibit D is also hereby modified to reflect those changes set forth in the Table of Map H Changes attached hereto as Exhibit C. Any and all modifications made to Map H (Exhibit D), as specifically referenced in Exhibit C, will not become legally effective until such time as corresponding changes to the Master Planned Unit Development are approved by the Board of County Commissioners (currently scheduled for the February 10, 2009 Board Hearing).

B. Notice of Adoption

1. A Notice of Adoption of this Resolution, attached hereto as Exhibit G, shall be field and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), F.S. , as amended.

2. The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of the DO and the Notice of Adoption to the Pasco County Growth Management Department. The Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

3. The DO shall be deemed rendered, upon transmittal of copies, to all recipients identified in Chapter 380, F.S.

C. Severability

If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder of the resolution shall be construed as not having contained the section, subsection, sentence, clause or provision, and shall not be affected by such holding.

D. Effective Date

This resolution shall take affect when rendered in accordance with Section 380.06, F.S.

DONE AND RESOLVED this 2nd day of December, 2008.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JACK MARIANO, CHAIRMAN

APPROVED
DEC 2 2008

Exhibits

A. Legal Description

B. TBRPC Report (Incorporated by Reference)

C. Table of Map H Changes

D. Map H

E. Land Use Equivalency Matrix (West Side Equivalency Matrix Included by Reference Only)

F. Seven Oaks Development Agreement

G. Notice of Adoption

Exhibit A

DRI No. 129 – Seven Oaks
Legal Description

EXHIBIT A

The Subject Property is described as follows: The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 26 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof, thence N.00°25'33"E., 2658.6 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'00"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°16'12" E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.66 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.50 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1567.02 feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.56 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.46 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.60 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2629.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 5267.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.89°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING; thence N.73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'26"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'05"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 558.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 89°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING.

AND: That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S Range 19 E, Pasco County, Florida.

Exhibit B
DRI No 129 - Seven Oaks

Tampa Bay Regional Planning Council
NOPC Report

(Incorporated by Reference)

Exhibit C
DRI No 129 - Seven Oaks

Table of Map H Changes

EXHIBIT C
DRI No. 129 – Seven Oaks

Table of Map H Changes

ITEM	ZONE	DESCRIPTION
1	North, Central, South	Revised Master Plan into electronic format. Adjusted entitlements table to reflect TBRPC approved entitlements per J. Meyer letter 2-15-08. Updated information with approved pre-impact wetland lines and updated Map H to match previously approved modifications to MPUD. Updated Contact Team Information and Revision Date.
2	North, Central, South	Due to Parcel splits, removed allowable uses from each parcel and moved information into a new Allowable Uses Table. (Some parcels now too small for allowable use information to be legible).
3	North, Central, South	Labeled Access Points consistent with FDOT 5/20/04 Access Mgt Plan. Added Access 11A that lines up with Wiregrass access across SR 581.
4	Notes	Add Note 8. Parcels may be further developed into sub-parcels consistent with MPUD Master Plan.
5	Notes	Add Note 9. Actual development entitlements may vary as a result of the application of the Land Use Equivalency Matrix.
6	LUEM	Modified to reflect NOPC to increase Overall Office Intensity and Townhome Units associated with pending NOPC.
7	South	Removed Golf Course as a use in South and reconfigured parcels accordingly to reflect current MPUD. Removed Note #1 from Alternative Allowable Uses Table (regarding Golf Course) and renumbered remaining notes.
8	South	Split 12 into 12A and 12B. Added Office as Permitted Use in S12B. **Note:** Lot Split and Office Use permitted only upon approval by the Board of County Commissioners in a future MPUD Amendment.
9	South	Revised Development Breakdown Acreage to reflect removal of Golf Club and Golf Course. Moved acreage to Residential Category.
10	North	Extension of Eagleston Blvd through Parcel N1A adjoining non-DRI parcels to SR 581 to reflect current MPUD.
11	North	Further division of parcels from N1, N2, N4 to N1, N1A, N1B, N2A, N2B, N4A and N4B. Added internal access points to connect parcels consistent with MPUD.
12	North	Modified Note 5 to reflect Hospital may only be located in N-5. Existing Note 5 stated it may be anywhere in North or Central Zone.
13	Central	C1 is relabeled C1A/C1B and reconfigured to add new FDOT Pond parcel.
14	Central	Split C2 and relabeled C1C and C1D.
15	Central	C3 and C4 are split and relabeled C3A, C3B, C4A, C4B/S1A & C3C. C3C allowable use is pond.
ITEM	ZONE	DESCRIPTION
16	South	Split S1B and relabeled S1B1 – S1B6
17	South	S2 A is relabeled S2.

~~13~~ 12	Central	C1 is relabeled C1A/C1B and reconfigured to add new FDOT Pond parcel.
~~14~~ 13	Central	Split C2 and relabeled C1C and C1D.
~~15~~ 14	Central	C3 and C4 are split and relabeled C3A, C3B, C4A, C4B/S1A & C3C. C3C allowable use is pond.
ITEM	**ZONE**	**DESCRIPTION**
~~16~~ 15	South	Split S1B and relabeled S1B1 – S1B6
~~17~~ 16	South	S2 A is relabeled S2.
~~18~~ 17	South	Split S4 and relabeled S4A/B and S4C.
~~19~~ 18	South	Split S5 and relabeled S5A and S5B
~~20~~ 19	South	S6 – S15 reconfigured due to golf course removal.
~~21~~ 20	South	Split S6 and relabeled S6A and S6B.
~~22~~ 21	South	Split S7 and relabeled S7A and S7B.
~~23~~ 22	South	Split S8 and relabeled S8A, S8B1 & S8B2.
~~24~~ 23	South	Split S14 and relabeled S14A and S14B1-B6.
~~25~~ 24	South	Split S17 and relabeled S17A, S17B and S17C.
~~26~~ 25	South	Reconfigured S-10 Parcel by adding FDOT pond parcel line.

Exhibit D
DRI No. 129 - Seven Oaks

Map H

SEVEN OAKS

A CROWN COMMUNITY DEVELOPMENT

MAP H

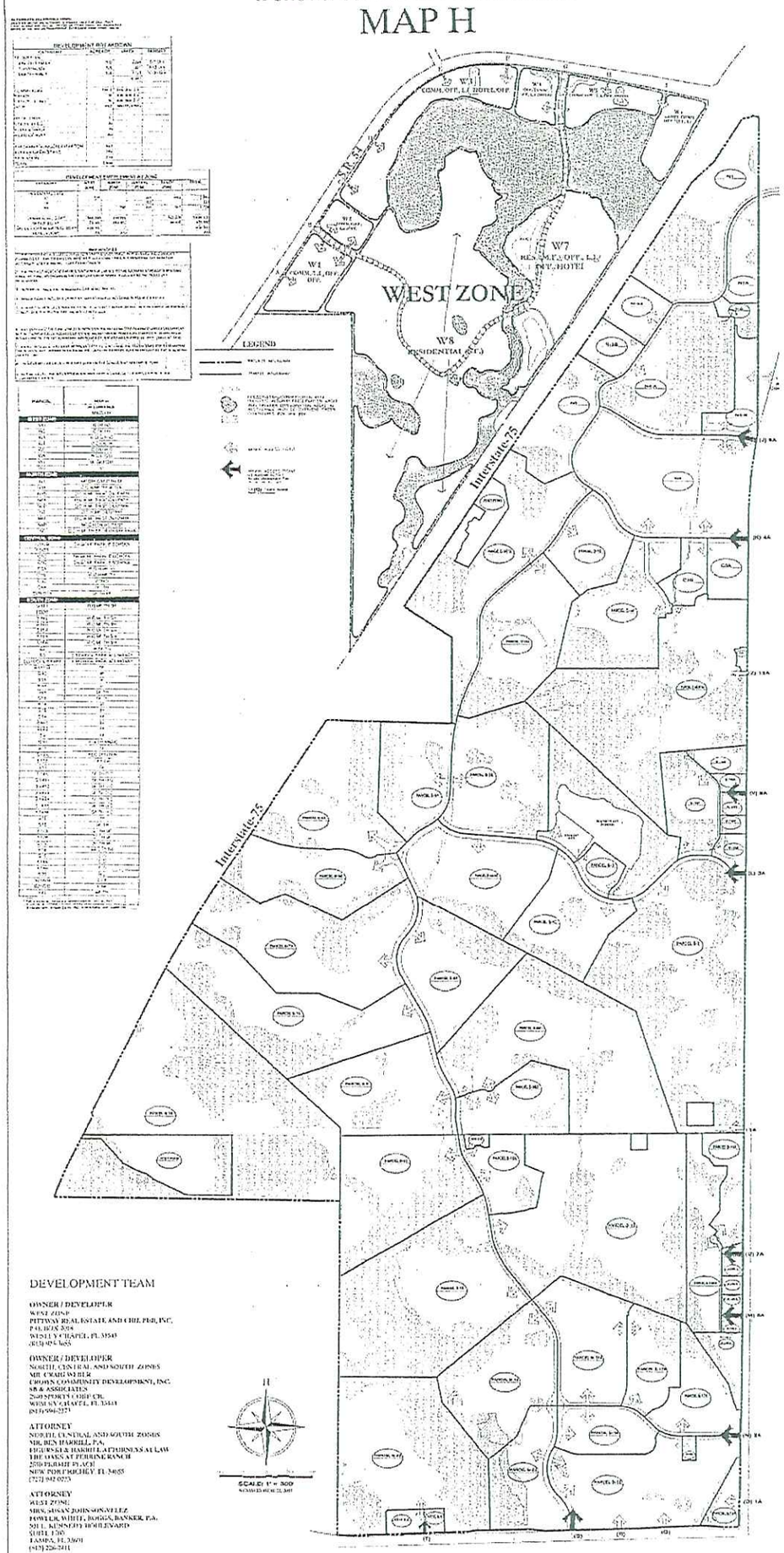


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Exhibit E
DRI No. 129 – Seven Oaks

East Side Equivalency Matrix

(West Side Matrix Incorporated by Reference)

TABLE 11 (Page 6 of 10)
EQUIVALENCY MATRIX - POST

CHANGE FROM

	Small Commercial (50,000 SF)	Medium Commercial (200,000 SF)	Large Commercial (400,000 SF)	Mega Commercial (700,000 SF)	Small Office (25,000 SF)	Medium Office (100,000 SF)	Mega Office (500,000 SF)	Hotel	Multi-Family	Single Family	Townhomes
Commercial (50,000 SF)	1.0000	3.9964	7.9911	13.9844	0.4437	0.0963	0.3863	0.0007	0.1747	0.3024	0.4174
Commercial (200,000 SF)	0.4003	1.0000	2.0000	3.5000	0.1111	0.0241	0.0966	0.0002	0.0437	0.0756	0.1044
Commercial (400,000 SF)	0.1000	0.5000	1.0000	1.7500	0.0556	0.0121	0.0483	0.0001	0.0219	0.0378	0.0522
Office (25,000 SF)	2.2531	8.9781	17.9563	31.4234	1.0000	0.2170	0.8681	0.0016	0.3928	0.6800	0.9387
Office (100,000 SF)	10.3800	41.3600	82.7200	144.7600	4.6080	1.0000	4.0000	0.0074	1.8100	3.1350	4.3260
Office (500,000 SF)	2.5800	10.3200	20.6400	36.1200	1.1520	0.2500	1.0000	0.0018	0.4525	0.7838	1.0815
Hotel	1,400.0000	5,600.0000	11,200.0000	19,600.0000	624.0000	135.4000	541.6000	1.0000	245.0000	424.2000	585.3000
Multi-Family	5.7200	22.8800	45.7600	80.0800	2.5520	0.5540	2.2160	0.0041	1.0000	1.7325	2.3910
Single Family	3.3000	13.2000	26.4000	46.2000	1.4720	0.3195	1.2780	0.0024	0.5772	1.0000	1.3800
Townhomes	2.3900	9.5600	19.1200	33.4600	1.0656	0.2313	0.9252	0.0017	0.4175	0.7246	1.0000
Hospital	3.2000	12.8000	25.6000	44.8000	1.4272	0.3100	1.2400	0.0023	0.5600	0.9700	1.3400
Medical Office	2.3000	9.2000	18.4000	32.2000	1.0256	0.2225	0.8900	0.0016	0.4025	0.6975	0.9625
Industrial	2.9167	11.6667	23.3333	40.8333	1.3016	0.2824	1.1296	0.0021	0.5100	0.8842	1.2200
AUP	125.0000	500.0000	1,000.0000	1,750.0000	55.7600	12.1000	48.4000	0.0900	21.8750	37.9200	52.3000

Land use exchanges are based on PM peak hour trip equivalents. Use the matrix above to locate the intersection of the existing and proposed land uses.

Land Use	Existing	Proposed	Difference
Commercial	50,000 SF	150,000 SF	100,000 SF
Single Family	1,500 DU	1,750 DU	250 DU
Multi-Family	500 DU	1,500 DU	1,000 DU
Townhomes	0	350 DU	350 DU
Office	300,000 SF	700,000 SF	400,000 SF
Hotel	0	400 rooms	400 rooms
Hospital	0	400 beds	0
Medical Office	0	200,000 SF	0
Industrial	0	200,000 SF	0

EXAMPLE:

Add 100 Single Family Homes by reducing Commercial (50,000 SF)

100 x 0.7 (Single Family) = 70 SF

Replace Commercial by 70 SF square feet

Note: This table is also reversible. Commercial can be changed to Single Family, and Single Family can only be changed back to Commercial.

Exhibit F
DRI No. 129 – Seven Oaks

Development Agreement

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND SB ASSOCIATES LIMITED PARTNERSHIP, DEVELOPER OF RECORD, FOR DEVELOPMENT OF REGIONAL IMPACT NO. 129, SEVEN OAKS

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and SB ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter "SB," the Developer of Record for Seven Oaks Development of Regional Impact (DRI) No. 129, hereinafter called "DEVELOPER."

W I T N E S S E T H:

WHEREAS, the COUNTY is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and,

WHEREAS, on August 19, 1986, Pasco County approved an Amended and Restated Development Order approving, with conditions, the Development of Regional Impact No. 129 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as "Project"); and,

WHEREAS, the Amended and Restated Development Order describes those roadways and intersections significantly impacted by the Project and the required proportionate share payments for roadway improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on results of the transportation analysis conducted in conjunction with the NOPC application; and,

WHEREAS, on January 23, 2001, Pasco County approved a Restated and Amended Development Order Approving, With Conditions, the Development of Regional Impact No. 129 (hereinafter "Amended DO") in response to a Notice of Proposed Change (herein referred to as "NOPC") for DRI No. 129 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Amended DO included Table 1, Roadway Link Improvement Schedule, and Table 2, Required Intersection Improvement Schedule, which together describe the roadway and intersection improvements required at Phase II Project buildout, and which were both based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER to elect one of several transportation mitigation alternatives including construction of the required roadway and intersection improvements (pipelining) or payment of their proportionate share of the costs of such improvements in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, the COUNTY entered into a Development Agreement for Development of Regional Impact No. 129 (herein after referred to as "Agreement"), with SB and PITTWAY on September 25, 2001,which identified the specific pipeline improvements and set forth the obligations of the parties with respect to the pipeline projects; and,

WHEREAS, Condition B.12 of the Amended DO established the amount of $13,737,533.00 as the DEVELOPER'S proportionate share contribution for the transportation impacts of the project build-out of Phase II and required the DEVELOPER to construct the Project A, S.R./C.R. 581 pipeline project; pay the proportionate share cost of the Project B pipeline project to Florida Department of Transportation (herein after referred to as "FDOT"); and construct Project C "To Be Determined" pipeline project or pay the proportionate share cost of the Project C "To Be Determined" pipeline project to COUNTY, all as identified on Table 3 of the Amended DO, in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, Table 3 of the Amended DO set forth a schedule for completion of the Project A, S.R./C.R. 581 pipeline project, payment of funds to FDOT for Project B pipeline project, and for construction and/or payment of funds to COUNTY for Project C "To Be Determined" pipeline project; however, Projects B and C were not specified; and

WHEREAS, Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (DCA) expressed concerns with the Amended DO, in particular the lack of specificity for Pipeline Projects B and C; and

WHEREAS, on or about April 10, 2001, DEVELOPER, TBRPC and DCA entered into an Agreement in order to satisfy TBRPC's and DCA's concerns with the Amended DO. The DEVELOPER agreed by April 10, 2002 to file a petition to amend the Amended DO, to identify, to the extent possible, the following information for Projects B and C: timing of the proportionate share payments, road segments to be improved, cost of the improvement, the entity responsible for constructing the improvement, completion date of the improvement, and a stopper provision that Phase II development activities and the issuance of Phase II permits therefore would immediately cease if the proportionate share contribution was not paid in a timely manner. DEVELOPER, TBRPC and DCA agreed that the sole purpose of the amendment was to clarify the Amended DO and identify the specific pipeline improvements to insure consistency between the Amended DO and the Agreement; and

WHEREAS, originally the payments by the DEVELOPER for the Project B pipeline project and the Project C pipeline project were predicated upon the fact that the estimated cost for the S.R./C.R. 581 construction would be significantly less than the DEVELOPER'S proportionate share contribution, thus other pipeline projects needed to be identified for use of the contribution;

WHEREAS, since the approval of the Agreement state agencies have requested numerous permit changes, design modifications and additional drainage studies for the S.R./C.R. 581 corridor, and these

requests have adversely affected the DEVELOPER'S ability to proceed with the required construction of S.R./C.R. 581 in accordance with the schedule included in the Agreement; and,

WHEREAS, the design and construction of S.R./C.R. 581 as required by the Agreement has also been further delayed due to the DEVELOPER'S inability to obtain appropriate permits from the FDOT, the Southwest Florida Water Management District and COUNTY for reasons beyond the control of the DEVELOPER; and,

WHEREAS, as a result of the requested design modifications and the significant delays experienced in the permitting of the project, the ultimate construction costs for the required S.R./C.R. 581 improvements have risen dramatically to a total amount which now far exceeds the DEVELOPER'S original proportionate share for the impact of the PROJECT; and,

WHEREAS, the COUNTY and DEVELOPER have entered into extensive negotiations in an effort to address the delays caused by the requested design modifications and permitting issues and in an effort to identify appropriate funding sources for the increased cost of construction, including an upward adjustment of the DEVELOPER'S proportionate share contributions and impact fee reimbursements for the Project; and,

WHEREAS, due in large part to the requested design modifications and permitting delays beyond the control of the DEVELOPER, the anticipated construction costs for the S.R./C.R. 581 improvements have increased almost six fold over the past five (5) years and the parties hereto are desirous of equitably allocating the respective cost to assure that other development projects impacting CR 581 pay their fair share contribution towards the CR 581 roadway improvements; and,

WHEREAS, the DEVELOPER and COUNTY have recalculated the proportionate share for the S.R./C.R. 581 pipeline project based on revised costs to be $22,272,576.00; and,

WHEREAS, the parties agree that the intent of the FDOT payment set forth in the Agreement was to either provide the funds to FDOT for I-75 or to provide funds for a parallel facility to I-75; and,

WHEREAS, at the time of the Agreement there were no other unfunded parallel facilities for I-75 and the sum of $5,710,646.00 was estimated to be sufficient to fully fund the S.R./C.R. 581 widening project;

WHEREAS, the parties agree that due to the design changes, permitting delays, and construction cost increases, and the existence of an unfunded parallel facility to I-75, all of the DEVELOPER'S proportionate share funds except for the prior payment to FDOT of $1,760,000.00 should be allocated to the S.R./C.R. 581 widening; and,

WHEREAS, pursuant to that certain Assignment and Assumption of Development Rights, by and among PITTWAY and SCW, dated March 21, 2002, and recorded at O.R. Book 4896, Pg. 1531 of the Public Record of Pasco County, Florida, PITTWAY assigned and conveyed its rights and obligations as to Phase II of the Project under the original agreement to the DEVELOPER; and,

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER'S proportionate share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in Amended DO; and,

WHEREAS, the amount of $22,272,576.00 has been established as the DEVELOPER'S proportionate share contribution for certain transportation impacts from the build-out of Phase II of the Project and the Amended DO further requires the DEVELOPER to construct certain roadway and intersection improvements to mitigate Phase II of the Project's impact on the significantly impacted state and regional roadways; and,

WHEREAS, the parties desire to enter into this Amended and Restated Development Agreement to revise the proportionate share amount, revise the pipeline projects, revise the schedule for the S.R./C.R. 581 widening project, recognize the assignment by PITTWAY to DEVELOPER, and revise certain other matters pertaining to the Agreement; and

WHEREAS, the DO establishes the amount of Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) (Net Proportionate Share Obligation) as the DEVELOPER'S updated proportionate-share contribution for the transportation impacts of the build-out of Phase II of the Project and requires the DEVELOPER to construct S.R./C.R. 581 roadway and intersection improvements, and site-related improvements as defined in this DA (Required Roadway Improvements); and

WHEREAS, the DO requires the DEVELOPER to enter into a DA with Pasco County for the right-of-way acquisition, design, and construction of the Required Roadway Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the COUNTY and the DEVELOPER hereby agree as follows:

1. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this DA.

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, permitting, and construction of the Required Roadway Improvements. This DA is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The original holder of legal title is SB Associates Limited Partnership, a Delaware limited partnership, whose principal address is 2940 Sports Core Circle, Wesley Chapel, Florida 33543. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA shall be the date of approval of this DA by the COUNTY.

c. Development Uses of Land: The Project is currently zoned MPUD Master Planned Unit Development District. The MPUD Master Plan Rezoning Petition and the DO set forth the permitted uses for the Project and detail the permitted uses in the conservation areas.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco COUNTY Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with any MPUD Master Planned Unit Development Conditions of Approval; the DO; and this DA, the COUNTY'S Comprehensive Plan Transportation Corridor Goals, Objectives, Policies, Maps, and Tables, and the COUNTY'S Right-of-Way Preservation Ordinance.

f. Local Development Permits Needed: Prior to the construction of the Required Roadway Improvements, the DEVELOPER shall obtain any necessary right-of-way use permits or development approvals in accordance with the LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that Phases I and II of the Project, as permitted and proposed, are consistent with the portions of the Comprehensive Plan applicable to the Project

development approvals obtained as of the date of this DA, subject to the provisions of the DO and this DA. Incident to the approval of the NOPC, the County now has determined that the extension of the Phase II buildout date through August 2013 is consistent with the portions of the Comprehensive Plan applicable to Project development approvals. Furthermore, subject to Section 7.d. of this Agreement, the County has determined that Phase II entitlements (as set forth in the NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new buildout date(s) of August 2013, for all Phase II entitlements. Except for the foregoing vesting of entitlements through the buildout date(s) of August 2013, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended buildout dates (August 2013) are inclusive of applicable statutory extensions, except as to any qualified EC or TC entitlements, the buildout date for which may be further extended as authorized in the LDC, without revised traffic studies or additional transportation mitigation requirements. In the event a buildout date extension is requested for qualified EC or TC entitlements, the County may require additional zoning requirements and/or private deed restrictions to ensure that the qualified EC entitlements or TC entitlements are developed in accordance with applicable EC or TC requirements, and to ensure that such entitlements remain EC or TC qualified ("Additional EC/TC Restrictions").

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the DO conditions and this DA. In addition, the DEVELOPER shall be subject to the MPUD Master Planned Unit Development Conditions of Approval once approved and the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

i. Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classifications for the Property are MU (Mixed Use) and RES-3 (Residential - 3 du/ga). The proposed development is consistent with the applicable provisions of MU (Mixed Use) and RES-3 (Residential - 3 du/ga) and other Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is MPUD, Master Planned Unit Development District.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate Share Amount. Pursuant to Rule 9J-2.0255, FAC, the DEVELOPER'S updated proportionate-share contribution is Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) (Proportionate Share). The

DEVELOPER agrees to permit, design, and construct the Required Roadway Improvements as defined herein, within public rights-of-way to be provided by the COUNTY or acquired by the DEVELOPER, as mitigation for Seven Oaks, Phases II transportation impacts.

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit, construct, and in limited instances, provide right-of-way for the Required Roadway Improvements in subsections (1), (2) and (3) below to mitigate the transportation impacts of Phase II of the Project (collectively referred to as the "Required Roadway Improvements"). .

(1) Identification of Pipeline Projects. The DEVELOPER has elected to design, permit and acquire right-of-way (where necessary) and contribute funds or construct improvements for a pipeline project to mitigate the proportionate share transportation impacts of the Project.

(a) The Pipeline Project is the S.R./C.R. 581 Improvement Pipeline Project as further defined below which is estimated to cost Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). The DEVELOPER shall post a letter of credit (LOC) or other performance guarantee acceptable to the COUNTY for the S.R./C.R. 581 Improvement Pipeline Project as further defined below in accordance with Section No. 8 of this DA. The S.R./C.R. 581 Improvement Pipeline Project shall consist of the widening of S.R./C.R. 581 to six (6) lanes from County Line Road north to S.R. 54 in conformance with the approved FDOT Project Development and Environmental Study (PD&E). The S.R./C.R. 581 Improvement Pipeline Projects shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances). Construction of these improvements satisfies the Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00) of the DEVELOPER'S proportionate-share obligations. The DEVELOPER shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R./C.R. 581 Improvement Pipeline Project, regardless of cost. Except for the site-related S.R./C.R. 581 intersection improvements as further described below, construction of the S.R./C.R. 581 Improvement Pipeline Project shall be eligible for transportation impact fee (TIF) reimbursements in accordance with Section No. 7 of this DA. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the S.R./C.R. 581 Improvement Pipeline Project, any Site-related S.R./C.R. 581 Improvements, as described in 4. b. (3) below are not eligible for TIF reimbursement pursuant to the terms of the Pasco County TIF Ordinance as amended; therefore the design, permitting, right-of-way acquisitions/donations, and construction expenses for the Site-related S.R./C.R. 581 Improvements are not eligible for TIF reimbursement. The DEVELOPER shall commence construction of the S.R./C.R. 581 Improvement Pipeline project on or before December 1, 2008 and

shall complete construction on or before October 31, 2010. For all purposes under this DA, the term(s) "Commence" or "Commencement" shall mean the issuance of a right-of-way permit by the County for the required road improvement, and the term(s) "Complete" or "Completed" shall mean the required road improvement has been accepted by the County for maintenance and is open to the traveling public, and the required maintenance guarantee has been provided by the Developer(s).

(b) As part of the S.R./C.R. 581 Improvement Pipeline Project the DEVELOPER shall also provide those specific improvements not included within the approved PD & E but which have been specifically requested by the COUNTY as identified on Exhibit B, attached hereto and incorporated herein. These improvements are not part of the DEVELOPER'S Pipeline obligation and will be bid as alternates when the S.R 581 Improvement Pipeline Project is bid. The DEVELOPER shall be responsible for constructing those specific improvements as approved by the COUNTY as part of the S.R 581 Improvement Pipeline Project. Notwithstanding anything herein to the contrary, the COUNTY shall also pay the DEVELOPER (which payment shall be in addition to any impact fee reimbursement and not subject to the $22,272,576.00 maximum reimbursement amount) the total costs of the COUNTY requested improvements to S.R./C.R. 581. Such payments for County requested improvements shall be made to the Developer on a quarterly basis as costs for such improvements are incurred by the Developer.

(c) The DEVELOPER shall not be responsible for any costs of design, permitting, right-of-way acquisition, or construction for the Ultimate State Road 56 Intersection improvement and related turn lanes as those improvements are identified on Exhibit C, attached hereto and incorporated herein. The COUNTY has previously contracted with third parties for the construction of the intersection of State Road 56 and State Road 581, including certain turn lanes, all as depicted on Exhibit C. As a result, unless the Developer enters into a private agreement with such third parties, the DEVELOPER will not be responsible for any portion of that construction. The DEVELOPER shall not be entitled to any impact fee credits or reimbursement for any work performed by the DEVELOPER on the Ultimate State Road 56 Intersection.

(d) Portions of the design and construction work for the S.R./C.R. 581 Improvement Pipeline Project have previously been performed, or are currently being performed, by the Developer under the Original Development Agreement through various consultants and contractors retained by the Developer. This work was performed based upon negotiated prices without competitive bidding in conjunction with the site development work for the Seven Oaks project. To date some of this work, including the construction of stormwater management infrastructure, has been completed by the contractor and all required retainages have been released by the Developer. The County acknowledges this work is part of the S.R./C.R. 581 Improvement Pipeline Project and that the work qualifies for reimbursement from the transportation impact

fees pursuant to Section 7.b. of this Agreement upon the County's review and approval of paid invoices for those actual and reasonable costs.

(2) Other Required Roadway Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for all internal roadway improvements, all as determined by the COUNTY, FDOT, and other permitting agencies as applicable, to be necessary during the design and permitting thereof (collectively referred to as the "Other Required Roadway Improvements"). Construction of the Other Required Roadway Improvements shall be completed as needed to serve the Project and adjacent development or earlier if required pursuant to the MPUD Master Planned Unit Development and/or the Master Roadway Plan, as applicable.

(3) Site-Access Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for any site-related S.R./C.R. 581 improvements. These improvements are more specifically identified in Exhibit D, attached hereto and incorporated herein by reference, and include all Roadway Appurtenances as determined by the COUNTY, and permitting agencies, as applicable, to be necessary during the design and permitting of the improvements (the "Site-Access Improvements").. The DEVELOPER understands and agrees that all Site-Access Improvements are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER are not eligible for TIF credits, proportionate share credit, or COUNTY reimbursement. The Site-Access Improvements shall be constructed, if not already provided, as needed to serve Developer's adjacent development or earlier if required pursuant to the MPUD Master Planned Unit Development conditions of approval or the Master Roadway Plan or the preliminary or construction plan approval, as applicable.

5. ROADWAY PROJECTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

The DEVELOPER shall design, permit, and provide right-of-way for the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the COUNTY and/or the FDOT as appropriate. The construction contractors used by the DEVELOPER to complete the S.R./C.R. 581 Improvement Pipeline Projects shall be satisfactory to the FDOT.

Design and Construction Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the COUNTY as appropriate, and construction plans shall comply with FDOT's *Plans Preparation Manual* or COUNTY standards as appropriate, and shall include, but

not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or COUNTY as applicable, subsequent to the expiration of the one (1) year Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the S.R./C.R. 581 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period

and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY or FDOT, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R./C.R. 581 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY or the FDOT, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY or the FDOT, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the S.R./C.R. 581 Improvement Pipeline Projects (or sooner if required by other sections of this DA) an estimate of the cost of constructing the S.R./C.R. 581 Improvement Pipeline Projects, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY or FDOT, as applicable, shall become the property of the COUNTY or FDOT.

f. Permitting Requirements: The DEVELOPER and/or its contractor shall obtain any and all required permits for the work it is to perform from the COUNTY or FDOT, as appropriate, and any and all applicable local and State regulatory agencies.

g. COUNTY Cooperation: The COUNTY shall, upon the DEVELOPER'S request, cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use its

best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER or engineers/contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER or engineers/contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements. Relocation of any non-County owned utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees, upon request of DEVELOPER, to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such non-county owned utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits. Certain COUNTY owned utilities infrastructure, as more specifically identified in Exhibit D attached hereto, will also need to be relocated. The DEVELOPER shall coordinate with Pasco County Utilities Services Branch for the relocation of any water, wastewater and/or reclaimed water infrastructure in conflict with S.R./C.R. 581 Improvement Pipeline Project as described on Exhibit E. The Developer shall identify the utility relocations described in Exhibit E as a separate line item in the bid documents for the Project. One third of the total approved construction costs of such relocation shall be reimbursed to the developer directly by the Pasco County Utilities Department on a quarterly basis. The Developer shall submit the costs of the utility relocations described in Exhibit E to the Pasco County Utilities Department for approval prior to undertaking the work and shall submit quarterly invoices directly to the Utilities Department for one third of all costs paid by the Developer for the relocation work described in Exhibit E performed in accordance with this Agreement. The second one third of the total approved construction costs of

such relocation shall be reimbursed by the Pasco County Engineering Services Department to the Developer in accordance with the provisions of Section 7.c of this Agreement so long as reimbursement payments made by the County on the account of actual costs do not exceed Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). The Developer shall be fully responsible for the remaining one third of the construction costs of such utility relocation and shall not receive any impact fee credits or reimbursement for this portion of the Project cost.

j. Right-of-Way Acquisition:

(1) The DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements as set forth above (except where the COUNTY has agreed to acquire the right-of-way or has already acquired the necessary right-of-way) necessary for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) While it is not anticipated that additional right-of-way will be required for the S.R./C.R. 581 Improvement Pipeline Projects, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the S.R./C.R. 581 Improvement Pipeline Projects. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the FDOT in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way

acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

PIPELINE PROJECTS CONSTRUCTION

The DEVELOPER shall commence construction of the pipeline projects in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the pipeline projects in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY, and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the pipeline projects.

Competitive Selection of Contractors: Unless otherwise approved by the County Administrator with respect to the pipeline projects, the DEVELOPER shall competitively bid such projects following the "Guidelines for Developer Pipeline Projects in Pasco County," as amended.

Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a FDOT or COUNTY Construction Permit, the area covered by that Construction Permit shall be deemed to be tendered to the DEVELOPER or its contractor, as applicable, and such entity shall be in custody and control of the project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

COUNTY and FDOT Observation: The COUNTY'S and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the pipeline projects and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as

applicable, shall notify the DEVELOPER and its representative in writing; and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or inspect the work on the pipeline projects. The DEVELOPER shall be solely responsible for ensuring that the pipeline projects are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY or FDOT that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

Right-of-Way: Prior to the COUNTY'S or FDOT'S acceptance of the pipeline projects, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and/or FDOT and cause all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY or FDOT in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY's request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

Construction Requirements: During the construction phases of the pipeline projects, the DEVELOPER and/or its construction contractor(s) shall:

Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to ensure it is built according to the plans and specifications.

Obtain all necessary Right-of-Way Use Permits.

Be responsible for supervising and inspecting the construction of the pipeline projects and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the pipeline projects until the improvements are completed and accepted by the COUNTY or FDOT, as applicable, which acceptance shall not be unreasonably withheld.

Require testing by an independent laboratory, acceptable to the COUNTY and FDOT in accordance with the FDOT'S standards and Pasco County Engineering Services Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed

tests shall be reported to the COUNTY Engineer immediately, and all test reports shall be provided on a quarterly basis to the COUNTY Engineer.

Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the pipeline projects and other road improvements are in substantial conformance with the standards established by the FDOT pursuant to Section 336.045, F.S., and by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY and FDOT.

Provide to the COUNTY and FDOT copies of all design drawings, as-built drawings, and permits received for the pipeline projects, as applicable, and such information shall become the property of the COUNTY and/or FDOT upon submission. All plans submitted to the COUNTY shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

Provide to the COUNTY, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

TRANSPORTATION IMPACT FEES REIMBURSEMENT

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the pipeline projects for reimbursement to the DEVELOPER or to another entity or entities; e.g., the CDD, to the extent that such entity finances or otherwise pays for or contributes to the pipeline project(s) as determined by the COUNTY (hereinafter referred to as the Reimbursement Receiving Entity). Once the DEVELOPER and/or contractor has posted the performance guarantees and commenced construction for the pipeline project referenced in this DA, the COUNTY agrees to reimburse the Reimbursement Receiving Entity for those expenditures on the pipeline project approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and Reimbursement Receiving Entity shall not be entitled to any interest on the account.

b. Existing Impact Fee Credit Amount: The County acknowledges that the Developer, or its assigns, has previously paid transportation impact fees to the County for Phase II development since the approval of the Original Development Agreement between the parties dated September 25, 2001. The County shall verify the amount of such impact fees paid from the date of the Original Development Agreement through the Effective Date of this Agreement and place this amount, less the amount of $834,245.25 previously credited to the Developer, in an account designated as the SB Impact Fee Credit Fund which shall be administered as provided herein. The Developer has previously incurred costs and expenses for the design,

permitting, right-of-way acquisition and stormwater pond construction for the Pipeline Project which qualify for reimbursement under the terms of this Agreement. In addition, the Developer has paid the County the sum of $1,760,000.00 for the benefit of the FDOT pursuant to the Original Development Agreement which amount also qualifies for reimbursement under the terms of this Agreement. The Developer has submitted copies of paid invoices to the County identifying the costs of such design and permitting services as well as the costs for construction to date in the amount of $4,589,148.61. The County will review the supporting documentation for this amount and within sixty (60) days from the Effective Date of this Agreement determine those actual and reasonable costs which qualify for reimbursement from the transportation impact fees previously collected from within Phase II ("Earned Impact Fee Credit"). The County shall reimburse this Earned Impact Fee Credit directly to SB within thirty (30) days of determining the amount of the Earned Impact Fee Credit. provided that in no event shall the combination of all reimbursement payments made by the County on the account of actual costs and impact fee credits (assigned to SB Associates by the County on account of such costs) exceed the lessor of the actual costs of construction for the Pipeline Project, or the sum Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). The balance of the SB Impact Fee Credit Fund remaining after payment of the Earned Impact Fee Credit ("Unearned Impact Fee Credit") shall be reimbursed to the Developer as other expenditures by the Developer are found by the County to qualify for reimbursement in accordance with the requirements of Section 7.c. of this Agreement.

c. Transportation Impact Fee Reimbursement: The Reimbursement Receiving Entity shall be eligible for TIF reimbursement for actual and reasonable design, permitting, right-of-way acquisition and construction costs, and payments in lieu of such costs, for the State Road 581 Improvement Pipeline Project, all as detailed in this DA and the TIF Ordinance. Actual and reasonable design, engineering, inspection, permitting, right-of-way acquisition, and construction costs shall be determined by the County Administrator or his designee. In no event shall such TIF reimbursement (or credit) exceed the lesser of the actual construction costs or Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars ($22,272,576.00). All development within the Project shall continue to pay transportation impact fees in accordance with the requirements of the County's adopted TIF Ordinance as amended and this DA. The County shall track all impact fees paid for future development within Phase II of the Seven Oaks DRI (hereinafter collectively referred to as the "SB Impact Fee Fund"). The County will use the impact fees collected in the SB Impact Fee Fund to reimburse SB for the actual approved costs incurred by SB for the design, permitting, right-of-way acquisition and construction of S.R./C.R. 581 and the Project B payment to FDOT in the amount of $1,760,000.00. Such reimbursement shall be made by the County on an annual basis once the County and Office of the Clerk of the Circuit Court have been provided with the necessary documentation to verify actual amounts paid. The annual reimbursement period shall terminate on September

30th of each year and any invoices submitted after that date will, upon approval of the same by the County and Clerk, be included in the next annual payment. Subject to the requirements of the Prompt Payment Act the Clerk will make annual reimbursement payments to the Developer within sixty (60) of September 30th. Any disputed amounts not approved prior to September 3oth will be carried over to the next payment cycle for resolution in accordance with the terms of this Agreement. In the event the total amount in the Seven Oaks Phase II Impact Fee Fund is insufficient to reimburse SB for an otherwise qualifying costs, then a credit shall be established in the fund and any subsequent impact fees collected within Phase II of the Seven Oaks DRI shall be paid to SB and utilized to reduce said credit. The County acknowledges that it has included the S.R./C.R. 581 Improvement Pipeline Project within its Capital Improvement Program at a budgeted cost of $22,272,576.00 and has budgeted sufficient funds in the current year budget to provide for the reimbursement payments consistent with the requirements of this Section. Notwithstanding any provision of this agreement to the contrary, in no event shall the combination of reimbursement payments made by the County on the account of actual costs and impact fee credits (assigned to SB Associates by the County on account of such costs) exceed Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00). In addition, reimbursements to SB will be limited to the amount of transportation impact fees actually collected from within Phase II of the Seven Oaks DRI, and whenever reimbursements have been made so as to exhaust the SB Impact Fees Fund no further reimbursements will be made by the County until such time as there are additional impact fees paid from within Phase II of the Seven Oaks DRI; however, in the interim, impact fee credits will be assigned to SB until the accumulative amount of such reimbursements and credits have reached the maximum reimbursement amount authorized hereunder.

(1) All requests and invoices for reimbursements shall be submitted to the COUNTY at a frequency no greater than annually prior to September 30th. Any final requests or invoices for the pipeline project shall be submitted to the COUNTY within ninety (90) days of final acceptance by the FDOT for the S.R./C.R. 581 Improvement Pipeline Projects and the COUNTY or FDOT as applicable, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. Should there be any amounts denied for reimbursement, the DEVELOPER may appeal such decision in a manner consistent with the TIF Ordinance.

(2) Notwithstanding the foregoing, unless otherwise provided herein, the DEVELOPER and/or the Reimbursement Receiving Entity shall not be eligible for impact fee credit reimbursement for:

(a) The Other Required Roadway Improvements

(b) The Site-Access Improvements

(c) Any internal roadway improvements or internal right-of-way dedications required by the DO, MPUD Conditions of Approval and/or the Land Development Code.

(d) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of the total Pipeline Project cost.

(e) Pipeline project costs not specifically set forth in this DA; e.g., financing and insurance expenses.

In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this DA.

d. Impact Fee Adjustment: Until such time as the Developer provides an analysis satisfactory to the County Administrator, or his designee, demonstrating that the transportation concurrency impacts of the DRI have been adequately mitigated through 2013, all entitlements within the DRI that are not qualified EC or TC uses (and subject to any Additional EC/TC Restrictions) and that receive a Final Certificate of Capacity after August 15, 2011, or other County-wide concurrency extension date as may be determined by the Board from time to time in accordance with the Concurrency Management Ordinance, shall pay, at the time transportation impact fees are due, the Option 1 FY 2007 Full Fee as set forth in the Transportation Impact Fee Ordinance Schedule, indexed to the time of payment by the most recent construction and right-of-way indices in the Transportation Impact Fee Ordinance (the Option 1 Fee). The County shall budget the difference between the Option 1 Fees paid less the applicable Transportation Impact Fee rate that is in effect at the time of the payment (the TIF Differential) as a concurrency proportionate-share contribution to be applied towards facility or mobility improvements that benefit one or more of the significantly impacted roadways or intersections listed in Table 1 and Table 2 in Resolution No. 01-108. This obligation shall not affect the expenditure of transportation impact fees paid within the DRI, which may be expended in accordance with the County's adopted Transportation Impact Fee Ordinance. Notwithstanding anything herein to the contrary, should the County conduct an areawide traffic analysis which includes the entire Seven Oaks, Phase II area, and then establish a transportation mitigation fee based upon the results of that study, the Developer shall pay the areawide fee in lieu of the Option 1 Transportation Impact Fees. The total amount of any Option 1 Fee and/or any areawide transportation fees shall be subject to reimbursement to the Developer as authorized herein provided that in no event shall the combination of all reimbursement payments made by the County on the account of actual costs and impact fee credits (assigned to SB Associates by the County on account of such costs) exceed the lessor of the actual costs of construction for the Pipeline Project, or the sum Twenty-Two Million Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars (22,272,576.00).

e. Roadway Drainage Facilities: If Pipeline Project roadway-drainage facilities are commingled with off-site Project-related or other landowner-related drainage facilities, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related drainage facilities are not eligible for impact fee credits.

f. Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the pipeline projects are commingled with off-site Project-related or other landowner-related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related mitigation are not eligible for impact fee credits.

g. Transfer of Credits: Any impact fee credit balance remaining after all reimbursements have been made from impact fees collected for development within Phase II of the Seven Oaks DRI pursuant to this DA may be transferred in accordance with the TIF Ordinance.

h. Other Impact Fees: Nothing contained in this DA shall excuse the payment of any other non-transportation impact fees required to be paid in accordance with the laws and ordinances of the COUNTY as may be amended.

PERFORMANCE GUARANTEES BY DEVELOPER

General: A LOC or other performance guarantee acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the pipeline project shall be posted in favor of, and provided to the COUNTY as set forth below. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the applicable pipeline project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF reimbursements due pursuant to Section 7 above and/or stop the issuance of Building Permits and other development approvals. All Performance Guarantees when posted and provided to the COUNTY shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. The DEVELOPER shall be allowed to include as a reimbursable Pipeline Project Expense the cost of issuance of any Performance Guarantee required pursuant to this DA (not to exceed one [1] percent annually of the total amount of the Performance Guarantee) from the time of initial posting of the applicable Performance Guarantee in accordance with this DA until the award of the construction contract for the applicable pipeline project. The Developer shall also be allowed to deduct the amount of $4,500,000 from the bond amount as this amount represents the approximate dollar amount of the Unearned Impact Fee Credit currently held by the County which could be used by the County to fund a portion the road construction should the Developer default on its obligations hereunder. A Performance Guarantee for the S.R./C.R. 581 Pipeline Project, in a form and amount satisfactory, has been

posted in favor of and provided to the COUNTY. In addition, the Performance Guarantee which Developer for the previously required payment to FDOT shall be returned to the Developer within 30 days of the Effective Date of this Agreement. Prior to commencing construction on the S.R./C.R. 581 Pipeline Project, the DEVELOPER'S contractor may post in favor of the COUNTY and provide the COUNTY, for its approval, a performance and payment bond acceptable to the COUNTY to guarantee payment of the contractors obligations as required by law. The performance and payment bond shall be with a bank, surety, or other financial institution acceptable to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment bond shall be in the amount of 125% of the Construction Contract amount. Upon the County's acceptance of the contractor's performance and payment guarantee the performance guarantee posted by the DEVELOPER as required above shall be released and returned to the DEVELOPER.

Conditions for Performance Guarantee

The Performance Guarantee required pursuant to this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida.

The Performance Guarantee issuer must have and maintain:

A minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to the COUNTY'S Risk Manager.

A minimum rating of at least AA/Aa/AA by S & P, Moody's, or Fitch.

Downgrade Provision: In the event the Performance Guarantee issuer does not maintain the average financial condition in Paragraph 8.b(2)(a) above or is downgraded below the minimum in Paragraph 8.b(2)(b) above, the Performance Guarantee Issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original Performance Guarantee.

(3) The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other LOC Issuers.

<u>Maintenance Guarantee</u>: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor

shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing a Performance Guarantee valid for the entire initial maintenance period plus six (6) months. The monetary amount which shall be made available to the BCC under the terms of the Performance Guarantee shall equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion and Maintenance (as may be subsequently amended). The initial maintenance period shall be one (1) year commencing on the date of acknowledgement of completion and acceptance of a Performance Guarantee in accordance with this section. After the initial maintenance period, and prior to acceptance of the roadway for maintenance by Pasco County and release of the Performance Guarantee for the initial maintenance period, the Developer shall provide an additional Performance Guarantee which shall guarantee the structural integrity of the roadway for a period of two (2) years from the end of the initial maintenance period. The monetary amount which shall be made available to the BCC under the terms of this Performance Guarantee shall be equal to fifteen (15) percent of the cost of the project. The DEVELOPER shall be responsible for maintaining the project during the applicable maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the project during the applicable maintenance period, the Administrator shall notify the DEVELOPER in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspections Division not before ninety (90) days prior to the termination of the applicable maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the applicable Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and

roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the County Administrator, but no sooner than the completion of the applicable maintenance period, the County Administrator may recommend to the COUNTY the release of the Maintenance Guarantee. For any portion of the project which is part of the state road system and will be maintained by FDOT, the DEVELOPER shall comply with the maintenance guarantee requirements of FDOT in lieu of the maintenance requirements of this Section, once FDOT has accepted the road for maintenance.

INDEMNIFICATION AND INSURANCE

Indemnification: For and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of their agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Paragraphs 5.e and 5.h of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 9.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required

Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

Insurance:

General. No work shall commence on the Required Roadway Improvements nor shall occupancy of any of the property within the Required Roadway Improvement limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY as set forth below:

(a) During the life of this DA, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide* and which are satisfactory to the COUNTY.

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies), identified therein and shall have attached thereto, proof that the said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the DEVELOPER shall require the engineers and/or contractors to also provide to the COUNTY certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between the DEVELOPER and the contractor for the improvement.

(c) All policies of insurance required by this DA shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 9.g below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

(d) The DEVELOPER shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of

the COUNTY and the DEVELOPER which is applicable to the work provided for in this DA. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

(e) Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the contract documents does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policies or Certificates of Insurance are in compliance with the requirements under this DA.

(f) The insurance coverage and limits that the DEVELOPER shall require from the engineers and/or contractor under this DA are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program. The DEVELOPER shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of its own insurance program.

(g) If the insurance coverage initially provided by the engineers and/or contractor is to expire prior to completion of the work, the DEVELOPER shall require the engineers and/or contractor to provide renewal Certificates of Insurance on the COUNTY'S form thirty (30) days prior to expiration of current coverage.

(h) Should the engineers and/or contractor fail to maintain the insurance coverage required under this DA, the COUNTY may, at its option, either terminate this DA for default as provided hereinafter or require the DEVELOPER to procure any payment for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER to procure and pay for such insurance coverage shall not operate as a waiver of any of the COUNTY'S rights or the DEVELOPER'S obligations under this DA.

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, COUNTY Engineer, and each of their elected officers, employees, and agents shall be "additional insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverage required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

Coverage. Amounts and types of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form, which shall be provided to the engineers and/or contractors by the DEVELOPER. The DEVELOPER may obtain a sample copy of this certificate from the COUNTY.

Workers' Compensation and Employer's Liability Insurance: The DEVELOPER shall require that coverage be maintained by the engineers and/or contractor for all employees engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

(i) Workers' Compensation: Florida statutory requirements.

(ii) Employer's Liability: One Million and 00/100 Dollars ($1,000,000.00) each accident.

(iii) The DEVELOPER shall require the engineers and/or contractor and contractor's insurance companies to waive their rights of subrogation against the COUNTY and their agents and employees.

Commercial General Liability Insurance: The DEVELOPER shall require commercial, general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

General Aggregate: Two Million and 00/100 Dollars ($2,000,000.00).

Products, Completed Operations Aggregate: Two Million and 00/100 Dollars ($2,000,000.00).

Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars ($1,000,000.00).

(iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars ($2,000,000.00).

(v) Property Damage (Each Occurrence): One Million and 00/100 Dollars ($1,000,000.00).

(vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars ($500,000.00).

(vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars ($500,000.00).

Business Automobile Liability Insurance: The DEVELOPER shall require coverage to be maintained by the engineers and/or contractor as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicle and employees' non-ownership with limits of not less than:

Bodily Injury and Personal Injury Including Death: One Million and 00/100 Dollars ($1,000,000.00) combined, single limit.

Property Damage: One Million and 00/100 Dollars ($1,000,000.00) combined, single limit.

Excess Liability Insurance: The DEVELOPER shall require coverage be maintained by the contractor for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than:

Each Occurrence: Three Million and 00/100 Dollars ($3,000,000.00).

Aggregate: Three Million and 00/100 Dollars ($3,000,000.00).

Professional Error and Omissions Liability: The DEVELOPER shall require that the engineers maintain standard, professional-liability insurance in the minimum amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

Special Instructions: Occurrence from professional, liability insurance is highly preferred; however, in the event the consultant is only able to secure claims-made, professional-liability insurance, special conditions apply. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the DEVELOPER shall require the consultant to be obligated by virtue of this DA to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of this DA.

10. GENERAL PROVISIONS:

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the COUNTY or joint ventures with the COUNTY. The DEVELOPER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this DA. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Required Roadway Improvements, or for debts or claims accruing to such parties against the DEVELOPER. There is no contractual relationship expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER as a result of the Required Roadway Improvements.

Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the Performance Guarantees required by Section 8 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

Time Extensions:

In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY'S review and/or approval.

In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this DA to extend the deadline, and the County Administrator agrees to submit such requests to the COUNTY within thirty (30) days unless the DEVELOPER agrees to extend the said submitted time period beyond thirty (30) days.

Termination: The COUNTY may terminate this DA upon the DEVELOPER'S failure to comply with the terms and conditions of this DA. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this DA immediately without further notice, and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.

Contracts: All contracts entered into by the DEVELOPER for the Required Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. The

DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The DEVELOPER shall cause all provisions of this DA in its entirety to be included and made a part of any contract for the Required Roadway Improvements.

The DEVELOPER agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

Law Compliance: The DEVELOPER and the COUNTY will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, the DEVELOPER verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The COUNTY will consider the employment of unauthorized aliens by the DEVELOPER or by any contractor or vendor of the DEVELOPER during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the COUNTY.

Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered, professional engineer that the Required Roadway Improvements have been constructed in accordance with the standards promulgated by the FDOT in Section 336.045, F.S.; the COUNTY standards; the contract documents; and this DA.

Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Mr. Craig Weber, 2940 Sports Core Circle, Wesley Chapel, Florida 33543, with a copy to Mr. J. Ben Harrill, Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL 34655, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

i. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written; provided, however, that nothing shall relieve the DEVELOPER of any

development approval requirements or conditions previously imposed or authorized to be imposed under the COUNTY'S LDC or Comprehensive Plan for future permits required by the DEVELOPER.

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in Section 5.m of the DO or which remove any condition required by Rule 9J-2.045, FAC, shall require an amendment to the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to this DA shall not require an NOPC or DO amendment.

k. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

l. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

m. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

n. Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

o. Severability: Each provision of this DA is material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made. DEVELOPER-requested amendments to this DA shall not be considered challenges to this DA and decisions by the Board of County Commissioners regarding any DEVELOPER-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or

invalid as the result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

p. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

q. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

r. Third Party Beneficiaries: Except where this DA specifically provides for the rights and obligations of the FDOT, nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

s. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

t. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Required Roadway Improvements.

u. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.

v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

w. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

x. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

y. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Required Roadway Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

z. Full Force and Effect. This Agreement shall supersede and replace in its entirety that certain Development Agreement between the parties dated September 25, 2001, including any amendments thereto, and the Developer is specifically relieved of any further obligations under the original Development Agreement including any obligation to make the additional payment for Project C in the amount of $6,240,000.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

_____
JED PITTMAN, CLERK

_____
JACK MARIANO, CHAIRMAN

Date: _____

WITNESS:

SB ASSOCIATES LIMITED PARTNERSHIP

_____

BY: _____

_____

_____
Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by _____
(name of person acknowledging), who is personally known to me or who has produced _____
_____
(type of identification) as identification.

Seal:

_____
NOTARY

EXHIBITS

A. Legal Description

B. County Requested Additional Improvements

C. Ultimate State Road 56 Intersection

D. Project Access Improvements

E. Pasco County Utilities Relocation

EXHIBIT A

DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

EXHIBIT A

The Subject Property is described as follows: The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12" E., 2635.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02 feet, chord N.65°29'27"E., 1671.79 feet, thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.56 feet; chord S.79°37'03"E., 416.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5267.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.89°35'56"W., 5215.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N.73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°05'08"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54, thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.60 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 324.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING.

AND: That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S, Range 19 E, Pasco County, Florida.

EXHIBIT B

DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

COUNTY REQUESTED ADDITIONAL IMPROVEMENTS

ICON
CONSULTANT GROUP
INCORPORATED

October 24, 2007

Mr. Craig Weber
Seven Oaks General Manager
SB & Associates
2940 Sports Core Circle
Wesley Chapel, Florida 33543

Re: **SR/CR 581 Project, Pasco County, Florida**
Proposal for: Supplemental Agreement No. 2007-4
Aronwood Intersection

Dear Craig,

The purpose of this supplemental agreement is incorporate Aronwood intersection improvements into the CR/SR 581 roadway plans. These changes are requested by Pasco County and are not in the 581 PD&E. This scope of services is based on that meeting attended on April 4, 2007.

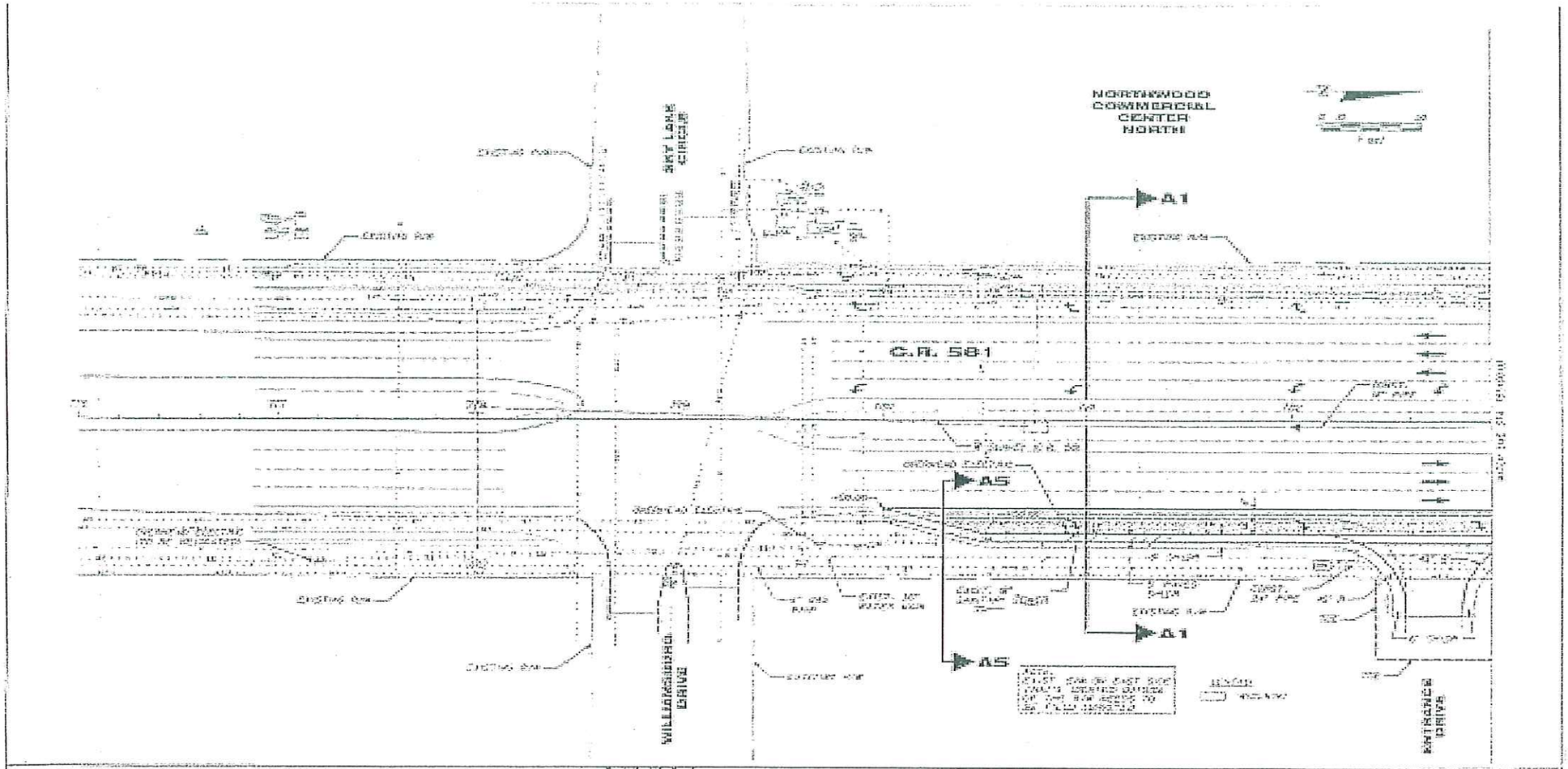
SCOPE OF SERVICES

Aronwood Intersection and Traffic Signal:

- Signal design completed by Volkert (Consultant to County). 581 plans signal to be redesigned to match existing (Volkert) geometry
- Perform a review of the signal design.
- Modifications necessary for signal head adjustments and signal head additions, change in proposed curb returns and curb and gutter, asphalt sidewalk, and modifications to signing/pavement markings.
- No modifications to mast arm poles will be required.
- Construction cost breakout will also be provided for the new 581 work associated with this change.

EXHIBIT C
DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

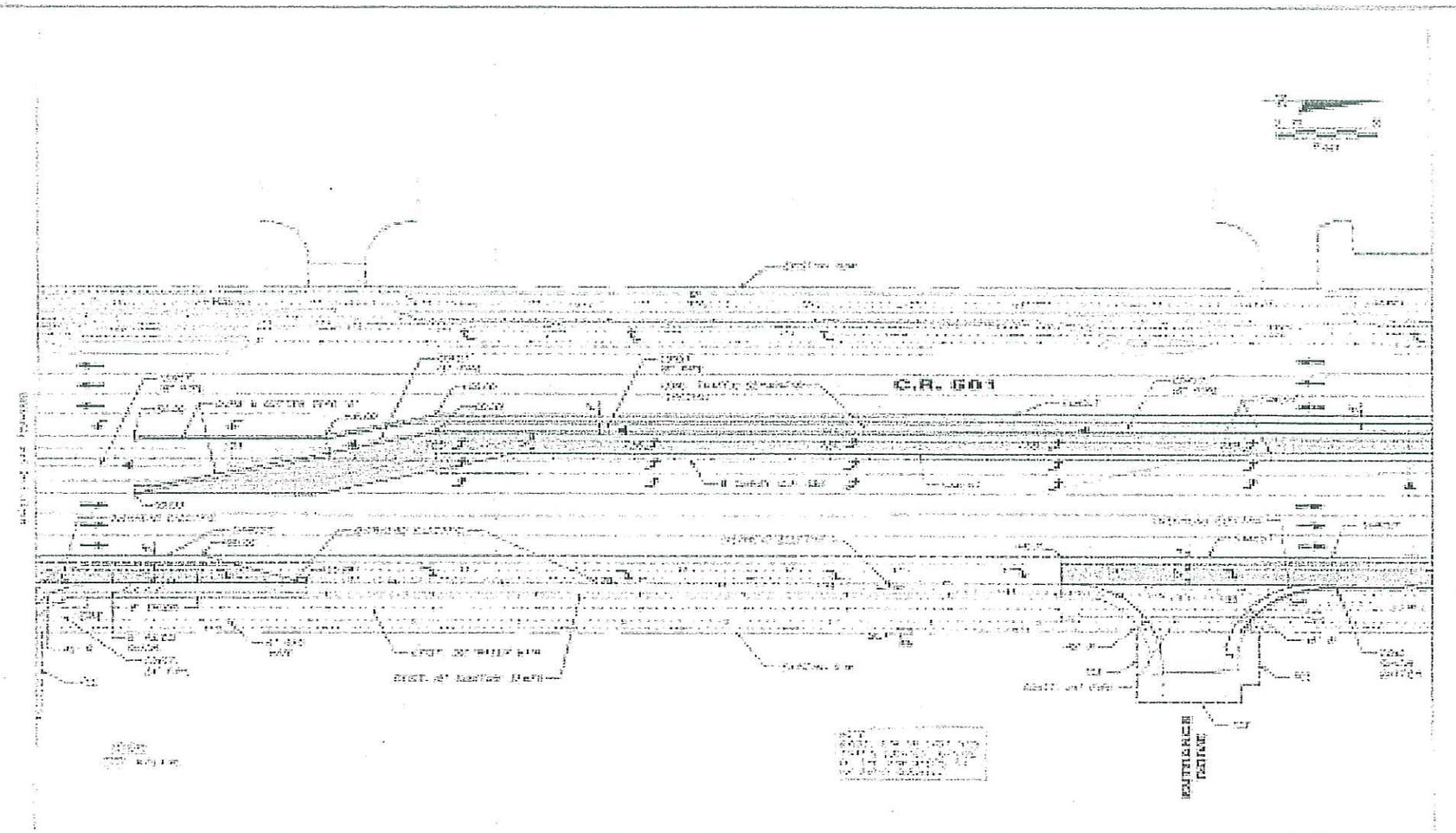
ULTIMATE STATE ROAD 56 INTERSECTION



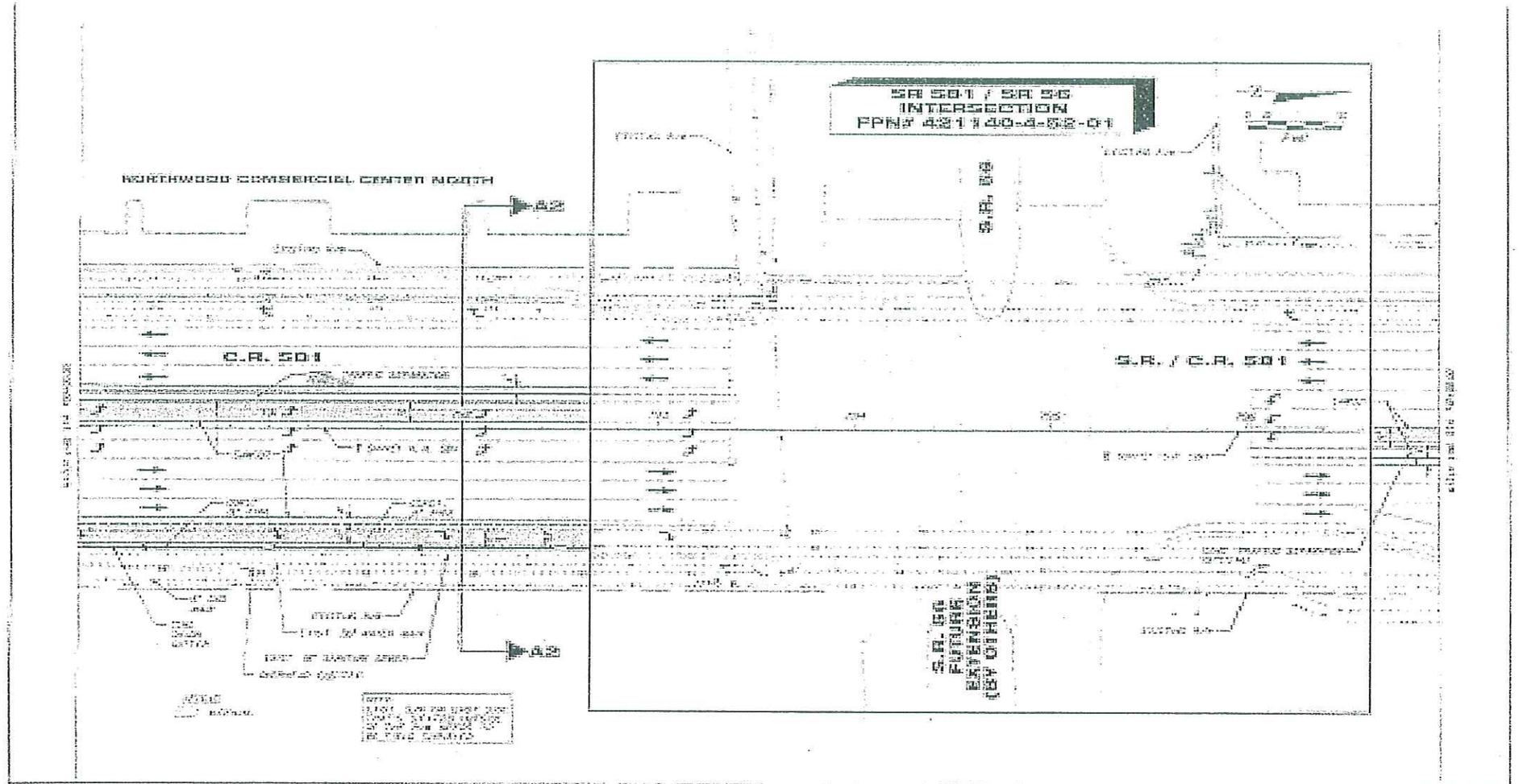
ICON

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TURN LANE EXTENSIONS
PLAN SHEET (1 of 1)



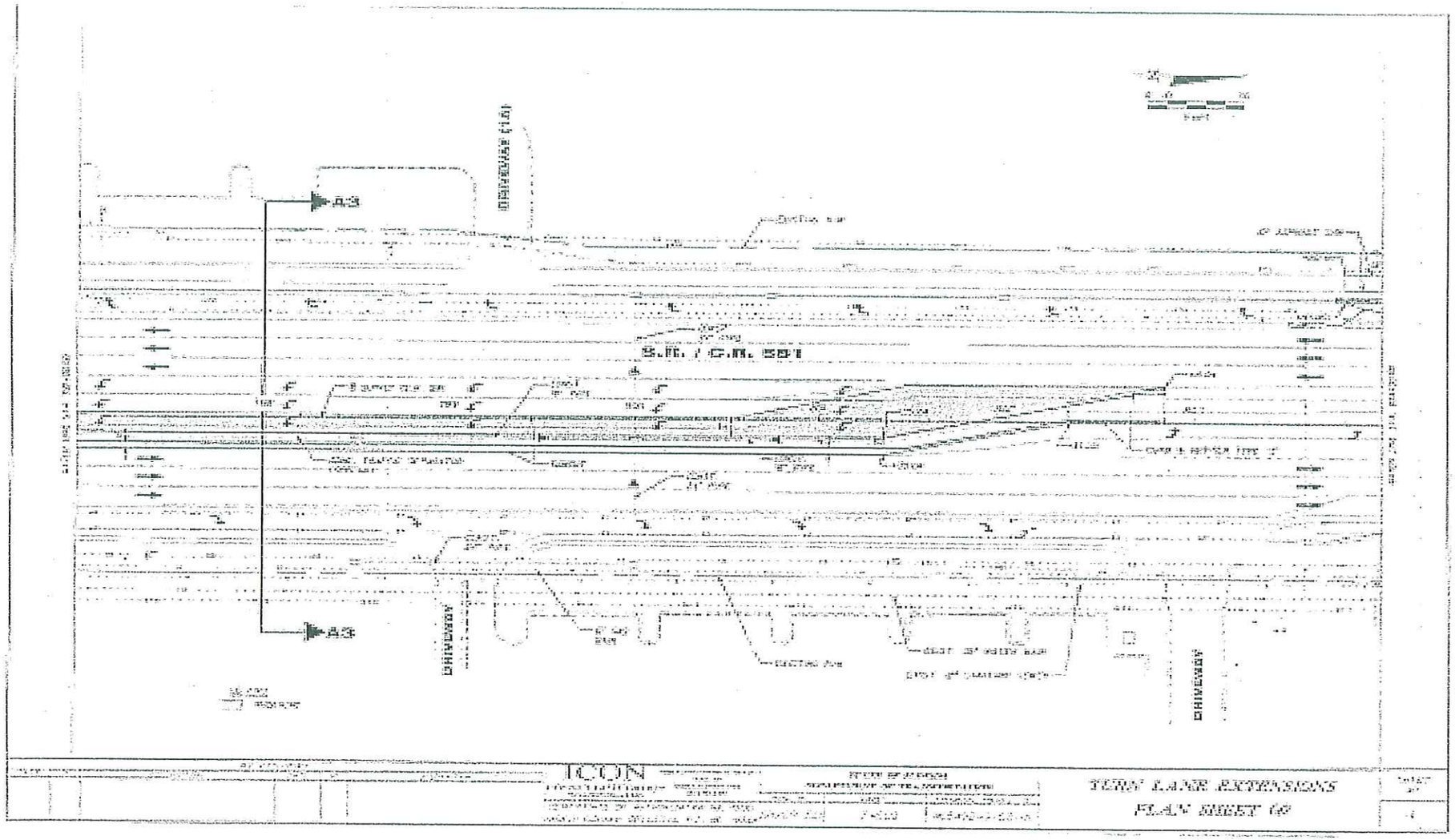
REVISIONS	ICON	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	TURN LANE EXTENSIONS PLAN SHEET (2)

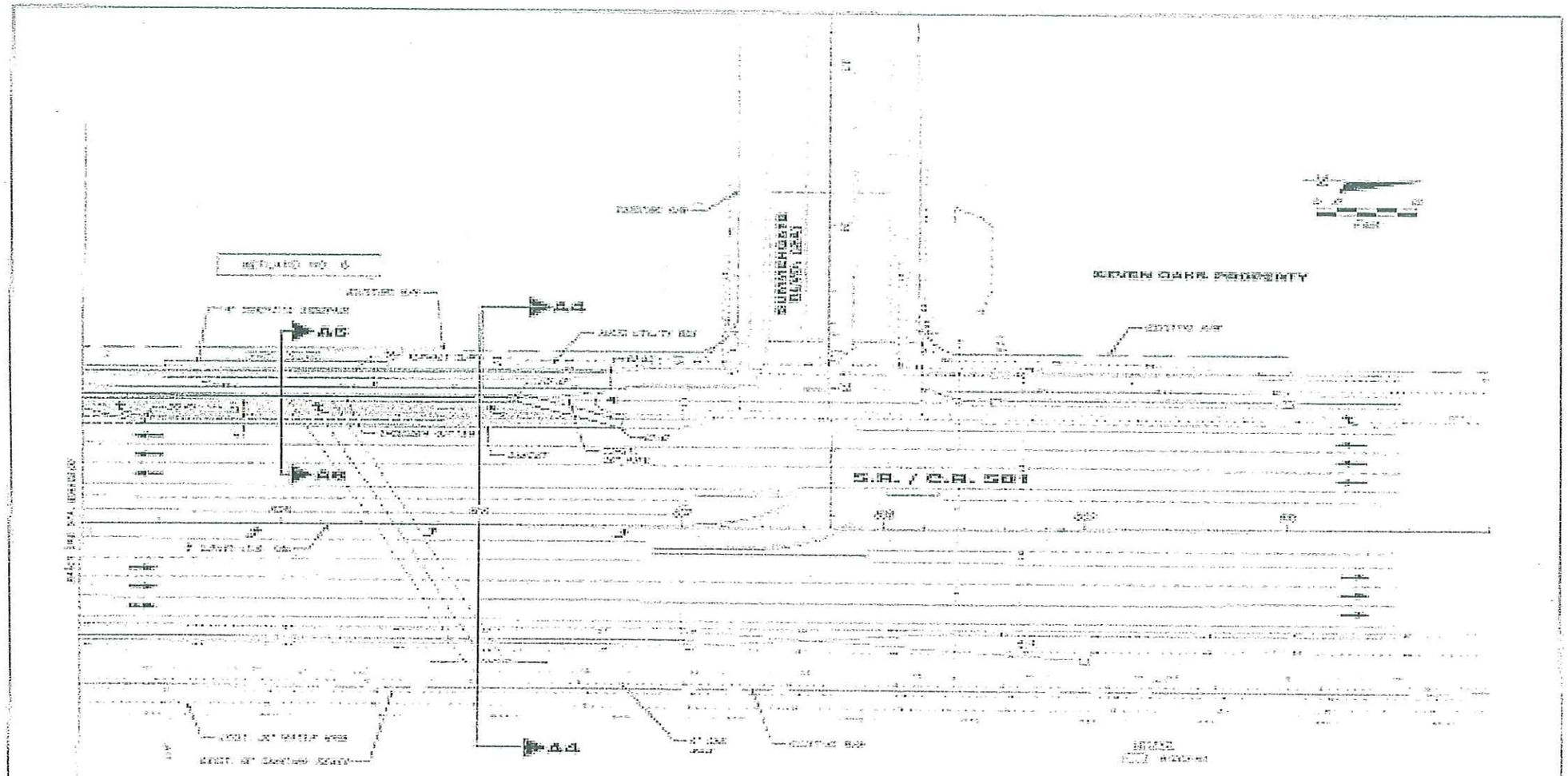


ICON

TURN LANE EXTENSIONS

PLAN SHEET 69

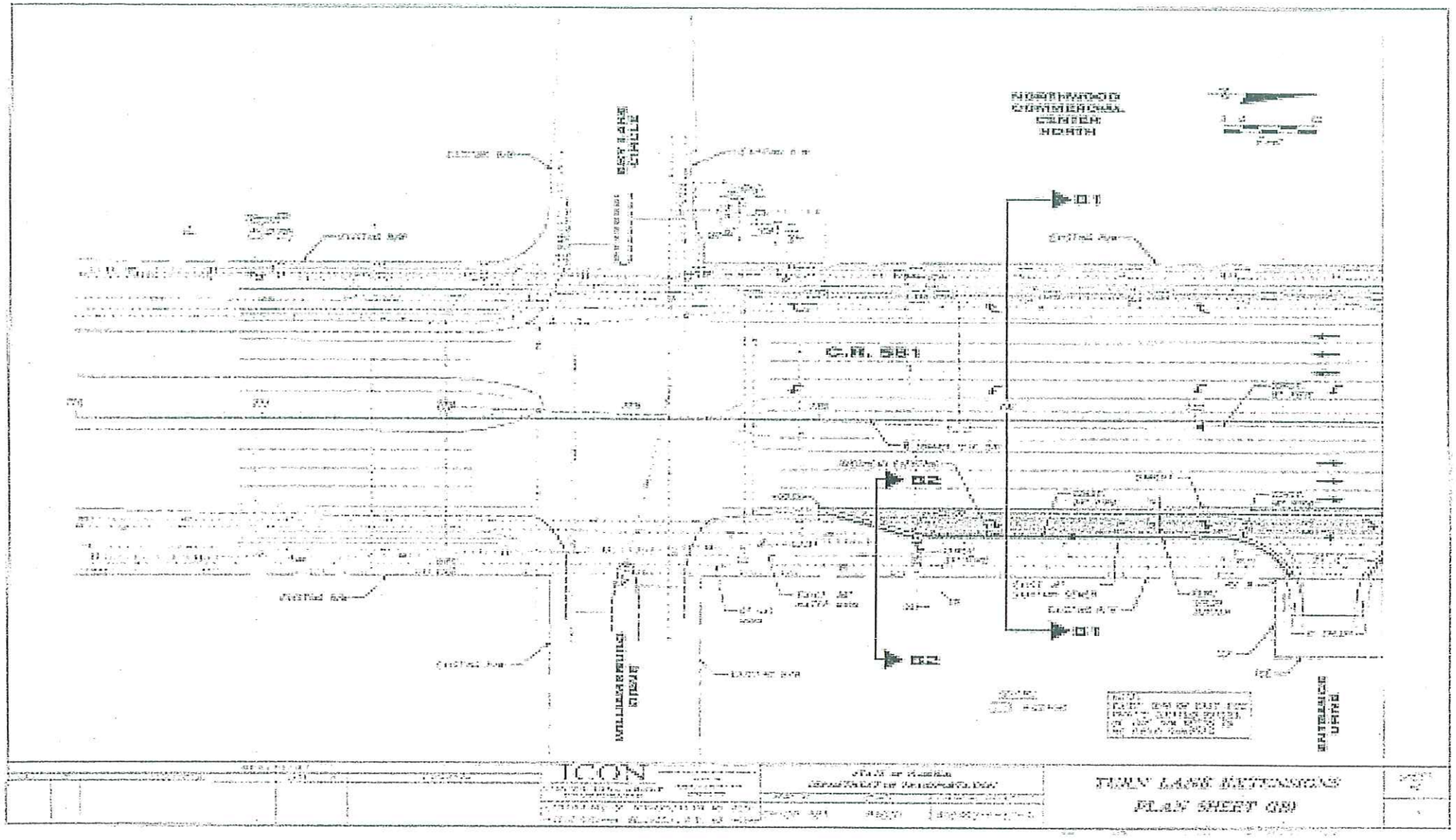

A3
A3
S.R. / C.R. 581
DRIVEWAY
DRIVEWAY
DRIVEWAY
ICON
TURN LANE EXTENSIONS
PLAN SHEET 60



ICON

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION

TURN LANE EXTENSIONS
PLAN SHEET 03


NORTHWOOD COMMERCIAL CENTER NORTH
C.R. 581
ICON
TURN LANE EXTENSIONS
PLAN SHEET 010

TCON
TERN LAKE ENTRANCE
PLAN OF ASPHALT
ENTRANCE
WATER

EXHIBIT D

DRI NO. 129 – SEVEN OAKS

SITE ACCESS IMPROVEMENTS

SITE ACCESS IMPROVEMENTS

Access Connection	Station (1)	Station (2)	Geometry
1A	4 + 25	798 + 90	Right in/Right Out
2A	13 + 00	807 + 65	Temporary Full, Left In/Right In/Right Out
3A	85 + 80	880 + 45	Full Access
4A	129 + 80	924 + 45	Full Access
5A	141 + 33	935 + 98	Left In/Right In/Right Out
6A	28 + 68	823 + 33	Full Access
7A	36 + 63	831 + 28	Right In/Right Out
8A	92 + 40	887 + 05	Right In/Right Out
9A	154 + 33	948 + 98	Full Access
10A	175 + 35	970 + 00	Full Access
11A	52 + 33	846 + 98	Right In/Right Out
12A	111 + 70	906 + 35	Left In/Right In/Right Out

(1) Stations are based on an assumed station for SR 56 of 0 + 00
(2) Stations are based on the SR 581 construction plans

EXHIBIT E

DRI NO. 129 – SEVEN OAKS
PASCO COUNTY DEVELOPMENT AGREEMENT

PASCO COUNTY UTILITIES RELOCATIONS

RECLAIMED WATER (RCW)

Type of Facility	Location	Description of Utility work
16" RCW	STA. 760+32.50, 78.00 LT to STA. 760+67.50, 78.00 LT Drainage Structure S- 6, STA. 760+50.00, 78.00 LT	To adjust
16" RCW	STA. 761+82.50, 78.00 LT to STA. 762+17.50, 78.00 LT Drainage Structure S- 7, STA. 762+00.00, 78.00 LT	To adjust
16" RCW	STA. 763+36.91, 78.00 LT to STA. 763+71.91, 78.00 LT Drainage Structure S- 8, STA. 763+54.41, 78.00 LT	To adjust
16" RCW	STA. 772+32.50, 78.00 LT to STA. 772+67.50, 78.00 LT Drainage Structure S- 12, STA. 772+50.00, 78.00 LT	To adjust
16" RCW	STA. 774+82.50, 78.00 LT to STA. 775+17.50, 78.00 LT Drainage Structure S- 13, STA. 775+00.00, 78.00 LT	To adjust
12" RCW	STA. 784+42.50, 78.00 LT to STA. 784+77.50, 78.00 LT Drainage Structure S- 18, STA. 784+60.00, 78.00 LT	To adjust
12" RCW	STA. 784+92.50, 78.00 LT to STA. 785+27.50, 78.00 LT Drainage Structure S- 19A, STA. 785+10.00, 78.00 LT	To adjust
12" RCW	STA. 788+48.50, 78.00 LT to STA. 788+83.50, 78.00 LT Drainage Structure S- 19C, STA. 788+66.00, 78.00 LT	To adjust
12" RCW	STA. 789+71.50, 78.00 LT to STA. 790+06.50, 78.00 LT Drainage Structure S- 19, STA. 789+89.00, 78.00 LT	To adjust
16" RCW	STA. 789+71.50, 78.00 LT to STA. 790+06.50, 78.00 LT Drainage Structure S- 19, STA. 789+89.00, 78.00 LT	To adjust
16" RCW	STA. 793+12.50, 78.00 LT to STA. 793+27.50, 78.00 LT 18" RCP Drain Pipe S- 20A, STA. 793+20.00, 78.00 LT	To monitor
16" RCW	STA. 806+92.50, 78.00 LT to STA. 807+07.50, 78.00 LT 24" Drain Pipe S- 28A, STA. 807+00.00, 78.00 LT	To adjust
16" RCW	STA. 823+82.50, 78.00 LT to STA. 824+17.50, 78.00 LT Drainage Structure S- 39A, STA. 824+00.00, 78.00 LT	To monitor
16" RCW	STA. 833+84.04, 78.00 LT to STA. 834+19.04, 78.00 LT Drainage Structure S- 47A, STA. 834+01.54, 78.00 LT	To adjust
16" RCW	STA. 833+84.04, 78.00 LT to STA. 834+19.04, 78.00 LT Drainage Structure S- 46, STA. 834+01.54, 78.00 LT	To adjust

RECLAIMED WATER (RCW) – Continued

24" RCW	STA. 868+42.50, 78.00 RT to STA. 868+77.50, 78.00 RT Drainage Structure S- 120, STA. 868+60.00, 78.00 RT	To monitor
24" RCW	STA. 920+08.50, 78.00 RT to STA. 921+17.50, 78.00 RT Drainage Structure S- 158, STA. 921+00.00, 78.00 RT	To adjust
24" RCW	STA. 936+68.50, 78.00 RT to STA. 937+17.50, 78.00 RT Drainage Structure S- 166, STA. 937+00.00, 78.00 RT	To adjust
16" RCW (ABAND)	BEGIN REMOVAL STA. 775+26.20, LT 75.9' END REMOVAL STA. 783+74.00, 75.0' LT	To remove

WATERMAIN (WM)

16" WM	STA. 768+37.50, 78.00 LT to STA. 768+72.50, 78.00 LT Drainage Structure S- 10A, STA. 768+55.00, 78.00 LT	To adjust
16" WM	STA. 769+92.50, 78.00 LT to STA. 770+27.50, 78.00 LT Drainage Structure S- 11, STA. 770+10.00, 78.00 LT	To adjust

FORCEMAIN (FM)

12" FM	STA. 784+42.50, 78.00 LT to STA. 784+77.50, 78.00 LT Drainage Structure S- 18, STA. 784+60.00, 78.00 LT	To adjust
12" FM	STA. 784+92.50, 78.00 LT to STA. 785+27.50, 78.00 LT Drainage Structure S- 19A, STA. 785+10.00, 78.00 LT	To adjust
12" FM	STA. 786+82.50, 78.00 LT to STA. 787+17.50, 78.00 LT Drainage Structure S- 19B, STA. 787+00.00, 78.00 LT	To adjust
12" FM	STA. 789+71.50, 78.00 LT to STA. 790+06.50, 78.00 LT Drainage Structure S- 19, STA. 789+89.00, 78.00 LT	To adjust
16" FM	STA. 789+81.50, 82.00 LT to STA. 789+96.50, 82.00 LT Drain Pipe Structure S-20A, STA. 789+89.00, 82.00 RT	To adjust
16" FM	STA. 920+08.50, 78.00 RT to STA. 921+17.50, 78.00 RT Drainage Structure S- 158, STA. 921+00.00, 78.00 RT	To adjust
16" FM	STA. 924+82.50, 78.00 RT to STA. 925+17.50, 78.00 RT Drainage Structure S- 160, STA. 925+00.00, 78.00 RT	To adjust

Exhibit G
DRI No. 129 – Seven Oaks

Notice of Adoption

NOTICE OF ADOPTION OF AN AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE SEVEN OAKS
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 08-61 dated November 5, 2008 has adopted an amendment to the development order for a Development of Regional Impact known as Seven Oaks (Resolution No. 01-108). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit C of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit C nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 2nd day of Dec, 2008

(SEAL) ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

ATTEST:

JED PITTMAN, CLERK

JACK MARIANO, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED
DEC 2 2008

#129

FIGURSKI & HARRILL

ATTORNEYS AT LAW

THE OAKS AT PERRINE RANCH
2550 PERMIT PLACE
NEW PORT RICHEY, FLORIDA 34655
www.fhlaw.net

GERALD A. FIGURSKI, P.A.
J. BEN HARRILL, P.A.

TELEPHONE: (727) 942-0733
FAX: (727) 944-3711

July 24, 2007

Mr. John Meyer
DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100
Pinellas Park, FL 33782

Mr. Michael LaSala
DRI Coordinator
Pasco County Development Services
7530 Little Road
New Port Richey, Florida 34654

Re: Seven Oaks Development of Regional Impact - DRI No. 129

Dear Messrs. LaSala and Meyer:

As I am sure you already know, the 2007 Growth Management Bill (HB 7203) recently approved by the Florida Legislature and signed by Governor Crist amended Section 380.06 (19) (c), Florida Statutes to authorize a three year extension for all phase, buildout and expiration dates of any development of regional impact under active construction as of July 1, 2007.

More specifically, Section 380.06(19)(c), Florida Statutes, was amended to include the following language:

> *In recognition of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3-year extension is not a substantial deviation, is not subject to further development-of-regional impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection.*

This letter is written to inform Pasco County and the Tampa Bay Regional Planning Council that the Seven Oaks DRI was under active construction as of July 1, 2007 and that such construction has been ongoing and continuous since well before that date to the date of this correspondence.

As a result, it is our understanding the buildout date for both Phases I and II of the Seven Oaks DRI is extended from August 15, 2010 to August 15, 2013. We also understand a similar three year extension is equally applicable to project buildout date and the expiration date for Seven Oaks is now extended from December 15, 2010 to December 15, 2013.

It is our further understanding that all these extensions have taken effect by operation of law and no further action, such as the filing of an NOPC, is required on the part of Seven Oaks to implement the changes. It should also be noted that the current Development Order does contain language suggesting extensions of build-out dates may require a new transportation analysis in accordance with Section 380.06, F.S., as the basis for a DO amendment, which may include a re-evaluation of the required transportation mitigation." However, since the language of HB 7203 clearly states the statutory extensions are **not** subject to further development-of-regional impact review it is our understanding the law requires no new analysis under Section 380.06, F.S.

We also understand there are ongoing discussions taking place throughout the State as to whether the legislature intended the statutory extensions be subject to any further mitigation requirements; however, the ultimate resolution of the issue should not affect Seven Oaks since existing DRI's whose phase dates have not expired continue to be exempt from the County's Concurrency Management Ordinance pursuant to Section 402.6 C. of the Pasco County Land Development Code. Thus, no additional local concurrency requirements should be applicable through the new buildout date for Phases I and II, December 15, 2013.

As always our client appreciates the continuing cooperation of Pasco County and the Tampa Bay Regional Planning Council in this matter and should you have any questions or concerns with the information set forth above please do not hesitate to contact me.

Sincerely,

J. Ben Harrill

J. Ben Harrill

JBH/lc
cc: John J. Gallagher, County Administrator
David Goldstein, Assistant County Attorney
Distribution List Attached

DISTRIBUTION LIST
SEVEN OAKS NOPC

Mr. Michael LaSala
DRI Coordinator
Pasco County Growth Management
7530 Little Road
New Port Richey, Florida 34654

Mr. John Meyer
DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100
Pinellas Park, FL 33782

Mr. Kent Fast
DRI Coordinator
Florida Department of Transportation
District 7
11021 N. McKinley Drive
Tampa, Florida 33612

Tampa Bay Regional Planning Council
c/o Mr. Roy Chapman
Florida Design Consultants
3030 Starkey Blvd.
New Port Richey, FL 34655

Mr. John Healey
DRI Coordinator
601 E. Kennedy Boulevard, 20th Floor
Tampa, Florida 33602

Ms. Susan Johnson
DRI Coordinator
City of Tampa
306 E. Jackson Street, 3rd Floor East
Tampa, Florida 33602

Ms. Brenda Winningham
Regional Program Administrator
Florida Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Susan Johnson-Velez, Esquire
Fowler, White, et al.
Post Office Box 1438
Tampa, Florida 33601-1438

Steve Henry
Lincks & Associates
5023 West Laurel Street
Tampa, FL 33607

Kelly Love
Heidt & Associates
1602 North 15th Street
Tampa, FL 33605-5046

Craig Weber
S.B. Associates Limited Partnership
2940 Sports Core Circle
Wesley Chapel, Florida 33543

#129

PASCO COUNTY, FLORIDA

FAX	(727) 847-8084	GROWTH MANAGEMENT DEPARTMENT
DADE CITY	(352) 521-4274	WEST PASCO GOVERNMENT CENTER
LAND O' LAKES	(813) 996-7341	7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY	(727) 847-8193	NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL 7003 3110 0003 6048 5496
RETURN RECEIPT REQUESTED

September 28, 2005

Mr. John Meyer, DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Centre Boulevard
Pinellas Park, FL 33782

RE: Seven Oaks - DRI No. 129, DO Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Seven Oaks Development of Regional Impact (DRI) No. 129, Development Order (DO) Amendment (Resolution No. 05-315), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This DO amendment was approved by the Pasco County Board of County Commissioners on September 13, 2005.

Sincerely,

Kathleen H. Teague

Kathleen H. Teague
Planner II

KHT/ltr/agm6701a/67a(1)

Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator
File

THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 05-315

RESOLUTION AMENDING RESOLUTION NO. 01-108, AS AMENDED, FOR THE SEVEN OAKS DEVELOPMENT OF REGIONAL IMPACT NO. 129, EXTENDING THE PHASE 1 BUILD-OUT DATE FROM AUGUST 15, 2004, to AUGUST 15, 2010

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact (DRI)/development order (DO) approving, with conditions, the Saddlebrook Village DRI; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a thirty-eight (38) acre utility site and forty-eight (48) acres of commercial and office uses with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243 which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners adopted Resolution No. 91-355 which approved an extension of the build-out dates for Phases II, III, and IV and the total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners adopted Resolution No. 92-31 which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners adopted Resolution No. 93-253 which approved the extension of the build-out dates for Phases I, II, III, and IV, and the project build-out date by less then seven (7) years; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners adopted Resolution No. 95-18 which approved an extension of the build-out dates for Phases I, II, III, and IV and the total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on May 14, 1996, the Board of County Commissioners adopted Resolution No. 96-215, which approved the relocation of previously approved residential units and office/light industrial uses, reduced the office/light industrial acreage by eighty-six (86) acres; increased the residential acreage from 522 to 608 acres; and revised the DO relative to funding commitments for roadway improvements; and,

WHEREAS, on June 3, 1997, the Board of County Commissioners adopted Resolution No. 97-259 which approved the extension of the build-out dates for Phases I, II, III and IV; the total project build-out date for all project phases cumulatively by less than twelve (12) years; allowed for approval of Phase I only; and revised the duration of the DO for a period of thirty-one (31) years; and,

WHEREAS, on January 23, 2001, the Board of County Commissioners adopted Resolution No. 01-108, a restated and amended DO approving, with conditions, the Saddlebrook Village DRI, which approved a reduction in the number of residential units and commercial square footage; an increase in commercial acreage from 145 to 188.50 acres; a reduction in the office/light industrial building area and acreage from 129 to thirty-five (35) acres; a reduction in hotel rooms from 600 to 400 rooms; an increase in preservation area from 512 to 593 acres; an increase in open space from 1,510 to 1,519.20 acres; revisions to the internal circulation and access points to account for expanded wetland areas and the addition of S.R. 56 on the southern property boundary; the relocation of portions of the commercial and office uses to the southern property boundary reflecting the new access on S.R. 56; the relocation of residential areas to replace the reduction of commercial, office, and light industrial; the addition of a trade-off mechanism; and implementation of an appropriate archaeological investigation and development of the site after completion of the investigation; and,

WHEREAS, on October 15, 2002, the Board of County Commissioners adopted Resolution No. 03-14, amending Resolution No. 01-108 which approved a change of the name of DRI No. 129 from Saddlebrook Village to Seven Oaks; revised Condition B.12 relating to Transportation to incorporate into the DO the terms of that certain development agreement dated September 25, 2001, between Pittway Corporation, SB Associates Limited Partnership (hereinafter SB), and Pasco County, Florida; added hospital use (less than 480 beds) as an allowable use in any North Zone or Central Zone parcel, and amended the trade-off matrix (Table 11 of the DO) to include hospital use; added townhouse, office, and commercial as alternate uses to Tract S14; and added Access Point U (right in/right out) to Tract S14 at a point over 660 feet from Access Point M; and extend the build-out date of Phase I by two (2) years; and

WHEREAS, on September 8, 2004, the Board of County Commissioners adopted Resolution No. 04-266 which extended the main entrance boulevard from S.R. 56 north of the roundabout to connect the Southern and Central Zones as shown on revised Map H; added retail and office uses in Parcels S-1B and C-3 as allowable uses; added park as an allowable use in Parcels C-1, N-1, N-2, N-3, N-4, and N-5; clarified that light industrial is an allowable use in the North Zone; revised the maximum number of allowable units in Parcel S14A from 90 units to 125 units and increased acreage from 9 acres to 12.5 acres; added access points to Parcel N-I; and located Access Point F to a point approximately 500 feet west of its currently approved location as shown on revised Map H; and,

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes (F.S.), on April 18, 2005, Saddlebrook Commercial West, LLC, filed a Notice of Proposed Change (NOPC) to a previously approved DRI known as Seven Oaks, seeking to extend the Phase I build-out date from August 15, 2004, to August 15, 2010; and,

WHEREAS, the Pasco County Board of County Commissioners is the governing body having jurisdiction over the review and approval of the NOPC in accordance with Section 380.06, F.S., as amended; and,

WHEREAS, the NOPC has been reviewed in accordance with Chapter 380.06, F.S.; and,

WHEREAS, the culmination of that review pursuant to Section 380.06(19), F.S., requires the approval, approval with conditions, or denial of the above-referenced NOPC; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 01-108, as amended by Resolution No. 03-14 and Resolution No. 04-266, allowed development of 4,341 residential units and commercial/professional office development totaling 1,640,000 square feet of floor area, 400,000 square feet of wholesale warehouse and light industrial development, and 400 hotel rooms.

2. Saddlebrook Commercial West, LLC, has filed, simultaneously with Pasco County, the Tampa Bay Regional Planning Council (TBRPC), and the Florida Department of Community Affairs (FDCA), a NOPC pursuant to Subsection 380.06(19), on FDCA Form No. RPM-BSP-PROPCHANGE-1 and additional Sufficiency Responses for DRI No. 129 seeking to extend by six (6) years the Phase I build-out date from August 15, 2004, to August 15, 2010, resulting in a cumulative, 20-year, build-out extension for Phase I.

3. The Board of County Commissioners has received and considered the TBRPC report on the above-referenced NOPC, dated July 11, 2005.

4. The Board of County Commissioners has scheduled a public hearing on the above-referenced NOPC.

5. Notice of such public hearing has been published in accordance with Section 380.06, F.S.

6. The Board of County Commissioners has held a public hearing on the above-referenced NOPC on September 13, 2005.

7. At the said public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

8. Additionally, at the said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications and evidence.

9. The land uses for the area subject to the NOPC include, but are not limited to, residential, office, commercial, industrial, hotel, recreational, and open space.

10. The Pasco County Comprehensive Plan Future Land Use Map classification for the property subject to the NOPC are MU (Mixed Use) and RES-3 (Residential - 3 du/ga). The proposed development is consistent with the applicable provisions of the RES-3 (Residential - 3 du/ga) and MU (Mixed Use) classifications and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

11. Zoning on the property subject to the NOPC is MPUD Master Planned Unit Development.

12. The proposed development is not an area of critical State concern as designated pursuant to Section 380.05, F.S.

13. The above-referenced proposed change to the Seven Oaks DRI No. 129 is presumed to be a substantial deviation as defined by Section 380.06(19)(c), F.S. However, the applicant has submitted sufficient information to rebut the presumption of a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), F.S., as amended.

14. Pasco County, the FDCA, and TBRPC agree that the current transportation mitigation for Phase I adequately addresses all Phase I impacts, except for access-management-related impacts.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 13th day of September 2005, that:

1. The proposed change to DRI No. 129 is approved and Resolution No. 01-108, as amended by Resolution Nos. 03-14 and 04-266, is hereby amended to extend the Phase I build-out date to August 15 2010, and Exhibit D of the DO is hereby amended to reflect the new Phase I build-out date (Exhibit B); provided, however, any delay in the build-out date beyond August 15, 2010, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO amendment, which may include a re-evaluation of required transportation mitigation..

2. <u>Notice of Adoption</u>

a. A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), F.S., as amended.

b. The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO and the Notice of Adoption to the Pasco County Growth Management Department. The Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

c. The DO shall be deemed rendered, upon transmittal of copies, to all recipients identified in Chapter 380, F.S.

3. Severability

If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder of the resolution shall be construed as not having contained the section, subsection, sentence, clause, or provision, and shall not be affected by such holding.

4. Effective Date

This resolution shall take effect when rendered in accordance with Section 380.06, F.S.

DONE AND RESOLVED this 13th day of September, 2005.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

PAT MULIERI, Ed.D., CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

ATTORNEY

APPROVED
SEP 13 2005

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1-11 OF 11 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 16th of September, 2005
JED PITTMAN, CLERK TO THE BOARD
BY Sandra Bady DC D.C.

EXHIBIT A

Legal Description for
Seven Oaks DRI
9/13/05

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco

EXHIBIT B

Revised Project Summary
(Exhibit D of Resolution 03-14)
Seven Oaks DRI
9/13/05

EXHIBIT "D"

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed use, residential, industrial, office, commercial and recreation

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	744.6 Acres
Office	35.0 Acres
Commercial	188.5 Acres
Office / Light Industrial	35.0 Acres
Hotels	10.0 Acres
Open Space	1,510.0 Acres

PHASING SCHEDULE:

	Residential D.U.	Commercial S.F.	Office / Light Industrial S.F. (Includes Wholesale & Warehouse)	Office S.F.	Hotel Rooms
Phase I	603	200,000	400,000	350,000	0
Phase II	3,738	1,440,000	0	50,000	400
Build-out Totals	4,341	1,640,000	400,000	400,000	400

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures: $850,000,000

Within Region $765,000,000

AD VALOREM TAX YIELD:

Estimated Annual Ad Valorem Tax Yield After Build-out $ 13,725,000

SEWAGE TREATMENT:

Estimated Average Daily Flows at Build-out 1,159,4625 gallons per day (gpd)

WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out 1,281,650 gpd

Non-Potables (Reclaimed Water) 2,567,600 gpd

SOLID WASTE:

Estimated Average Daily Generation at Build-out 41.67 tons per day

Water Requirement at Build-out

ENERGY

Projected Average Daily Electrical Requirement at Build-out 522,658 kilometers

Peak Hour Demand (Residential Only): 28,296 kilometers

NUMBER OF DWELLING UNITS: 4,341

PHASING OF DWELLING UNITS BY TYPE:

	Single Family	Townhomes	Apts.	Total by Phase
Phase I	603	0	0	603
Phase II	1,691	321	1,726	3,738
Total by Type	2,294	321	1,726	4,341

PRICE RANGE OF DWELLING UNITS:

31	Percent Below	$150,000
48	Percent	$200,000
21	Percent Over	$200,000

TOTAL PROJECTED POPULATION: 11,841

PRIMARY TRANSPORTATION NETWORK: I-75, S.R. 54, S.R. 56, and C.R. 581

TRANSPORTATION:

Average Daily Trips (ADT): 118,088 Trip Ends

Peak Hour Trips: 11,367 Trip Ends

Phase I BUILD-OUT: August 15, 2010

Phase II BUILD-OUT August 15, 2010

PROJECT BUILD-OUT: 2010

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR THE SEVEN OAKS DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 05-315 dated September 13, 2005, has adopted an amendment to the development order for a Development of Regional Impact known as Seven Oaks (Resolution No. 01-108). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit B of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Historic Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit B nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

PAT MULIERI, Ed.D., CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

APPROVED
SEP 13 2005

ATTORNEY

gm/sevenoaks15/41

#129

PASCO COUNTY, FLORIDA

DADE CITY	(352) 521-4274	GROWTH MANAGEMENT DEPARTMENT
LAND O' LAKES	(813) 996-7341	WEST PASCO GOVT. CENTER
NEW PORT RICHEY	(727) 847-8193	7530 LITTLE ROAD, SUITE 320
FAX	(727) 847-8084	NEW PORT RICHEY, FL 34654-5598

October 19, 2004

John Meyer
Tampa Bay Regional Planning Council
4000 Gateway Centre Boulevard
Suite 100
Pinellas Park, Fl. 33782

Re: Seven Oaks- DRI No. 129, DO Amendment

Dear Mr. Meyer,

Enclosed please find a certified copy of the Seven Oaks Development of Regional Impact (DRI) No. 129, development Order (DO) Amendment (Resolution No. 04-266), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This DO Amendment was approved by the Pasco County Commissioners on September 8, 2004

Sincerely,

Kathleen H. Teague

Kathleen H. Teague, Planner II
Pasco County Growth Management

KHT/7Oaks ltr/kht

Enclosure

Cc: Samuel P. Steffey II, Growth Management Administrator
Michael LaSala

THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 04-266

RESOLUTION AMENDING RESOLUTION NO. 01-108, AS AMENDED, FOR THE SEVEN OAKS DEVELOPMENT OF REGIONAL IMPACT BY EXTENDING THE MAIN ENTRANCE BOULEVARD FROM S.R. 56 NORTH OF THE ROUNDABOUT TO CONNECT THE SOUTHERN ZONE WITH THE CENTRAL AND NORTH ZONES AS SHOWN ON REVISED MAP H; ADDING RETAIL, OFFICE, MULTIFAMILY, TOWNHOUSES, AND DUPLEXES AS ALTERNATE ALLOWABLE USES IN PARCEL S-1B AND PARCEL C-3; ADDING PARK AS AN ALTERNATE ALLOWABLE USE IN PARCELS C-1, N-1, N-2, N-3, N-4, AND N-5; REVISING ACREAGE LISTING FOR PARCEL S-14A FROM 9 ACRES TO 12.5 ACRES AND INCREASING THE DENSITY RANGE FROM 90 UNITS TO 125 UNITS; REVISING THE ACREAGE LISTING FOR PARCEL S-18 FROM 12 ACRES TO 14.5 ACRES WITH A CORRESPONDING INCREASE IN DENSITY; CLARIFYING THAT LIGHT INDUSTRIAL IS AN ALLOWABLE USE IN THE NORTH ZONE; ADDING ACCESS POINTS TO PARCELS N-1 AND S-1B AS SHOWN ON MAP H; AND RELOCATING ACCESS POINT F APPROXIMATELY 500 FEET WEST AS SHOWN ON REVISED MAP H.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact (DRI)/development order (DO) approving, with conditions, the Saddlebrook Village DRI; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a thirty-eight (38) acre utility site and forty-eight (48) acres of commercial and office uses with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243 which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners adopted Resolution No. 91-355 which approved an extension of the build-out dates for Phases II, III, and IV and the total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners adopted Resolution No. 92-31 which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners adopted Resolution No. 93-253 which approved the extension of the build-out dates for Phases I, II, III, and IV, and the project build-out date by less then seven (7) years; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners adopted Resolution No. 95-18 which approved an extension of the build-out dates for Phases I, II, III, and IV and the total project build-out

P11

date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on May 14, 1996, the Board of County Commissioners adopted Resolution No. 96-215, which approved the relocation of previously approved residential units and office/light industrial uses, reduced the office/light industrial acreage by eighty-six (86) acres; increased the residential acreage from 522 to 608 acres; and revised the DO relative to funding commitments for roadway improvements; and,

WHEREAS, on June 3, 1997, the Board of County Commissioners adopted Resolution No. 97-259 which approved the extension of the build-out dates for Phases I, II, III and IV; the total project build-out date for all project phases cumulatively by less than twelve (12) years; allowed for approval of Phase I only; and revised the duration of the DO for a period of thirty-one (31) years; and,

WHEREAS, on January 23, 2001, the Board of County Commissioners adopted Resolution No. 01-108, a restated and amended DO approving, with conditions, the Saddlebrook Village DRI, which approved a reduction in the number of residential units and commercial square footage; an increase in commercial acreage from 145 to 188.50 acres; a reduction in the office/light industrial building area and acreage from 129 to thirty-five (35) acres; a reduction in hotel rooms from 600 to 400 rooms; an increase in preservation area from 512 to 593 acres; an increase in open space from 1,510 to 1,519.20 acres; revisions to the internal circulation and access points to account for expanded wetland areas and the addition of S.R. 56 on the southern property boundary; the relocation of portions of the commercial and office uses to the southern property boundary reflecting the new access on S.R. 56; the relocation of residential areas to replace the reduction of commercial, office, and light industrial; the addition of a trade-off mechanism; and implementation of an appropriate archaeological investigation and development of the site after completion of the investigation; and,

WHEREAS, on October 15, 2002, the Board of County Commissioners adopted Resolution No. 03-14, amending Resolution No. 01-108 which approved a change of the name of DRI No. 129 from Saddlebrook Village to Seven Oaks; revised Condition B.12 relating to Transportation to incorporate into the DO the terms of that certain development agreement dated September 25, 2001, between Pittway Corporation, SB Associates Limited Partnership (hereinafter SB), and Pasco County, Florida; added hospital use (less than 480 beds) as an allowable use in any North Zone or Central Zone parcel, and amended the trade-off matrix (Table 11 of the DO) to include hospital use; added townhouse, office and commercial as alternate uses to Tract S14; and added Access Point U (right in/right out) to Tract S14 at a point over 660 feet from Access Point M; and,

WHEREAS, on December 24, 2003, SB filed a Notification of Proposed Change (NOPC) to a previously approved DRI pursuant to Subsection 380.06(19), Florida Statutes (F.S.), seeking to extend the main entrance boulevard from S.R. 56 north of the roundabout to connect the Southern Zone with the Central and North Zones as shown on revised Map H; add retail, office, multifamily, townhouses, and duplexes as

alternate allowable uses in Parcel S1B and Parcel C-3; add park as an alternate allowable use in Parcels C-1, N-1, N-2, N-3, N-4, and N-5; revise acreage listing for Parcel S-14A from nine (9) acres to 12.5 acres and increase the density range from ninety (90) units to 125 units; clarify that industrial light is an allowable use in the North Zone; add two access points to Parcel N-1 and one access point to Parcel S-1B in accordance with the approved S.R. 581 Access Management Plan and as shown on Map H; and,

WHEREAS, SB subsequently amended its requested changes to delete the requested change to Parcel S14A and to include a request to re-locate Access Point F to a point approximately 500 feet west of its currently approved location as shown on revised Map H and to include a request to revise the acreage listing for Parcel S-18 from 12 acres to 14.5 acres with a corresponding twenty (20) percent increase in density; and

WHEREAS, the NOPC has been reviewed in accordance with Chapter 380.06, F.S.; and,

WHEREAS, the culmination of that review requires the approval, denial, or approval with conditions of the above-referenced NOPC; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 01-108, as amended by Resolution No. 03-14, allowed development of 4,341 residential units and retail development totaling 1,640,000 square feet of floor area; 400,000 square feet of wholesale, warehouse, and light industrial development; and 400 hotel rooms.

2. SB has filed with Pasco County an NOPC pursuant to Subsection 380.06(19), F.S., on Florida Department of Community Affairs (FDCA) Form No. RPM-BSP-PROPCHANGE-1 and additional Sufficiency Responses for DRI No. 129 seeking to extend the main entrance boulevard from S.R. 56 north of the roundabout to connect the Southern and Central Zones as shown on revised Map H; add commercial as an alternate allowable use in Parcel S1B; clarify that light industrial is an allowable use in the North Zone; add access points to Parcel N1; and relocate Access Point F to a point approximately 500 feet west of its currently approved location as shown on revised Map H.

3. The Board of County Commissioners is the local governing body having jurisdiction over the review and approval of the said DRI in accordance with Section 380.06, F.S.

4. The Board of County Commissioners has received and considered the Tampa Bay Regional Planning Council's (TBRPC) report on the above-referenced NOPC dated July 30, 2004.

5. The Board of County Commissioners has scheduled a public hearing on the above-referenced NOPC.

6. Notice of such public hearing has been published in accordance with Section 380.06, F.S.

7. The Board of County Commissioners has held a public hearing on the above-referenced NOPC on September 8, 2004.

8. At the said public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

Replaced original to add Condition & change date

9. Additionally, at the said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications and evidence.

10. The land uses for the area subject to the NOPC include, but are not limited to, residential, office, commercial, industrial, hotel, recreational, and open space. The Future Land Use classifications for the area subject to NOPC are MU (Mixed Use) and RES-3 (Residential - 3 du/ga).

11. The zoning on the property subject to the NOPC is MPUD Master Planned Unit Development.

12. The proposed development is consistent with the Pasco County Comprehensive Land Use Plan.

13. The proposed development is not an area of critical State concern as designated pursuant to Section 380.05, F.S.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 8th day of September 2004, that:

1. The above-referenced proposed change to the Seven Oaks DRI No. 129 is not a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), F.S., as amended.

2. The proposed change to the Seven Oaks DRI No. 129 is approved and Resolution No. 01-108, as amended by Resolution No. 03-14, is hereby amended incorporating the following changes:

a. The main entrance boulevard from S.R. 56 north of the roundabout is hereby extended to connect the Southern Zone with the North and Central Zones as shown on revised Map H.

b. Retail and Office are allowable uses in Parcel S1B and C-3.

c. Park is an allowable use in Parcels C-1, N-1, N-2, N-3, N-4, and N-5.

d. The acreage for Parcel S-18 is hereby increased from twelve (12) acres to 14.5 acres and approval is hereby granted for a commensurate twenty (20) percent increase in density.

e. Light industrial is an allowable use in the North Zone.

f. Two (2) access points are hereby added to Parcel N-1, and a third is added to Parcel S-1B along S.R. 581 as shown on revised Map H.

g. Access Point F is relocated to a point approximately 500 feet west of its currently approved location as shown on revised Map H.

The foregoing changes are reflected on the revised Map H dated March 31, 2004, attached hereto as Attachment A, and incorporated herein by reference, which shall constitute the approved Master Development Plan for the Seven Oaks DRI, and shall supercede any prior Master Development Plans.

Replaced original
to change date.

h. Condition No. B.12 is hereby amended to read as follows:

12. Transportation

The Saddlebrook development will have a substantial negative impact on several regional highway facilities. Regional roadway link and intersection improvements required to mitigate the negative impacts on transportation facilities from the project are listed in Tables 1 and 2 of this restated and amended DO, and in the Phase I improvements described below. Phase I of the project is located generally on the west side of I-75, and Phase II is located generally on the east side of I-75.

a. The development of the west side of the project (west side of I-75) will not be allowed to exceed 1,356 p.m. peak-hour, inbound or 1,611 p.m. peak-hour, outbound, external trip-ends; development of the east side of the project (east of I-75) will not be allowed to exceed 3,954 p.m. peak-hour, inbound or 3,690 p.m. peak-hour, outbound external trip-ends; and the total development of the project (west and east of I-75) will not be allowed to exceed 5,310 p.m. peak-hour, inbound or 5,301 p.m. peak-hour, outbound external trip-ends as counted pursuant to the section below and calculated for the unbuilt portion using the latest Institute of Transportation Engineers (ITE) trip generation rates or rates as approved by Pasco County.

b. Each preliminary/site plan and DRI Annual Report shall summarize the cumulative development quantities and location (west of I-75/east of I-75), including the counted number of p.m. peak-hour, external inbound and outbound trip-ends, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour, external inbound and outbound trip-ends to be generated by the proposed preliminary/site plan using the latest ITE trip generation rates or rates as approved by Pasco County.

c. An annual monitoring program to provide p.m. peak-hour counts at the project entrances shall be instituted for the project development on both the west side and east side of I-75. The monitoring program for project development west of I-75 shall consist of the following:

*The monitoring program will begin upon issuance of Certificates of Occupancy (COs) for 301 dwelling units or equivalent land use.

*The monitoring will consist of p.m. peak-hour counts at each project driveway west of I-75 to ensure the west side project traffic does not exceed 1,356 p.m. peak-hour, inbound or 1,611 p.m. peak-hour, outbound external trip-ends.

The monitoring program for project development east of I-75 shall consist of the following:

*The monitoring program will begin upon issuance of COs for 1,869 dwelling units or equivalent land use.

*The monitoring will consist of p.m. peak-hour counts at each project driveway east of I-75 to ensure the east side project traffic does not exceed 3,954 p.m. peak-hour, inbound or 3,690 p.m. peak-hour, outbound external trip-ends.

The monitoring program shall document that the total p.m. peak-hour trip-ends (west and east) do not exceed 5,310 p.m. peak-hour, inbound or 5,301 p.m. peak-hour, outbound external trip-ends. If the traffic counts exceed the projections provided above by more than fifteen (15) percent, the applicant/developer will be required to provide a revised transportation analysis, pursuant to Subsection 380.06(19), F.S., the results of which may serve as a basis for a DO amendment. The annual monitoring program for the project development shall continue until project build-out. This information, for project development both east and west of I-75 shall be provided with the submittal of the annual report or preliminary site plans in the form of counted and/or calculated trip- ends. The results of the monitoring program may also serve as a basis for the applicant/developer or reviewing agencies to request DO amendments.

d. Roadway improvements necessary to mitigate the negative impacts of Phases I and II of the proposed development on transportation facilities are as follows:

Phase I:

(1) Funding commitments for the following roadway improvements shall be made by the developer before development approval of any portion of Phase I will be issued by the County:

(a) At the intersection of C.R. 581 and the south project entrance (east of I-75), construct a left-turn lane for northbound traffic, the project entrance driveway, and provide signalization as warranted by the *Manual of Uniform Traffic Control Devices* (MUTCD). These improvements are of total benefit to the project.

(b) At the intersection of C.R. 581 and the north project entrance (east of I-75), construct a northbound, left-turn lane; the project entrance drive; and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(c) At the intersection of S.R. 54 and the south project entrance (west of I-75), construct a westbound, left-turn lane; the project entrance drive; and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(d) At the intersection of S.R. 54 and the north project entrance (west of I-75), construct a westbound, left-turn lane; an eastbound, right-turn lane; the project entrance driveway, and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(2) Payment of transportation impact fees by the developer shall constitute his proportionate fair-share of the following improvements:

(a) At the intersection of the southbound I-75 exit ramp with S.R. 54, provide signalization as warranted by MUTCD. Saddlebrook Village will contribute 46.5 percent of existing Level of Service (LOS) D peak-hour capacity at the end of Phase I.

(b) At the intersection of the I-75 northbound exit ramp with S.R. 54, provide signalization as warranted by MUTCD. Saddlebrook Village will contribute 39.4 percent of existing LOS D peak-hour capacity at the end of Phase I.

(c) By the end of Phase I, improve C.R. 581 to a four (4) lane divided arterial from Northwood south to Skipper Road. Saddlebrook Village will contribute between 6.9 percent and 17.2 percent of the existing LOS C daily capacity on various segments of this roadway.

(d) By the end of Phase I, improve S.R. 54 to a four (4) lane divided arterial from C.R. 581 to C.R. 577. Saddlebrook Village will contribute forty-four (44) percent of the existing LOS C daily capacity of this roadway.

Phase II:

The developer shall mitigate the transportation impacts for Phase II improvements by designing and constructing six (6) lanes of C.R. 581 from County Line Road (Hillsborough County line), north to S.R. 54 as a pipeline project, and will pay the sum of One Million Seven Hundred Sixty Thousand and 00/100 Dollars ($1,760,000.00) to Pasco County by January 1, 2006; the sum of Six Million Two Hundred Forty Thousand and 00/100 Dollars ($6,240,000) to Pasco County by January 1, 2008, as Projects B and C; and payment of impact fees thereafter. Pasco County shall apply the payments for Projects B and C toward the Florida Department of Transportation's (FDOT) six (6) laning of I-275/I-75 from Fletcher Avenue to S.R. 54, including the overpass at S.R. 54, and from the apex of I-275/I-75 to Bearss Avenue as set

forth in Exhibit C of the Development Agreement by and between Pasco County, Pittway Corporation, and SB dated September 25, 2001 (hereinafter the Development Agreement), and/or use the funds toward, or receive funds back from FDOT for construction of one (1) or more of the roadways significantly impacted by the project or a parallel facility if FDOT cannot expeditiously construct the I-75/S.R. 54 interchange improvements. The developer's proportionate-share contribution for the impacts of the project at build-out of Phase II is Thirteen Million Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Three and 00/100 Dollars ($13,737,533.00) (Tables 1 and 2) in Year 2000 dollars. This amount is equal to that calculated pursuant to the formula outlined in Chapter 9J2.0255(3)(f), Florida Administrative Code, and is equal to the proportionate share of the estimated cost of the improvements described in Tables 1 and 2. The developer has ensured the completion of the pipeline projects through the posting of a performance guarantee acceptable to and approved by Pasco County. The amounts of such performance guarantee shall be reduced to the extent that the developer has expended funds for the pipeline improvements which are included in pipelined projects permitted hereunder. As long as the developer keeps effective the performance guarantee and Letters of Credit required by Section H.4 of the Development Agreement; proceeds with the design, permitting, right-of-way acquisition, and construction of the C.R. 581 pipeline projects in accordance with the phasing schedule set forth in Table 3 of the Development Agreement and Exhibit B thereto; and makes the payments to Pasco County in accordance with Section D.1 of the Development Agreement and Exhibit C thereto, the developer's obligation to pay transportation impact fees to the County as a result of Phase II of the project shall be suspended from the time of posting of the performance guarantee until construction of the pipeline projects is completed, provided the cumulative total of transportation impact fees owed at any point by the developer is less than or equal to Thirteen Million Seven Hundred Thirty-Seven Thousand

Five Hundred Thirty-Three and 00/100 Dollars ($13,737,533.00) or all actual impact fee credits entitled to pursuant to Paragraph No. H.2 of the Development Agreement are utilized. If the cumulative total of transportation impact fees owed at any point in time by the developer exceeds Thirteen Million Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Three and 00/100 Dollars ($13,737,533.00) or all actual impact fee credits entitled to pursuant to Paragraph H.2 of the Development Agreement are utilized, then the developer shall pay transportation impact fees to the County pursuant to the Transportation Impact Fee Ordinance (Ordinance No. 04-05) as may be amended by the County. Upon completion of the pipeline projects, if the developer has not already begun to pay transportation impact fees, the developer shall then pay transportation impact fees as required by the Transportation Impact Fee Ordinance (Ordinance No. 04-05).

(1) C.R. 581 Performance Guarantee: The developer has executed a Development Agreement for the pipeline projects associated with Phase II of the project and has provided the County with a performance guarantee (acceptable to the County) in the amount of 125 percent of Five Million Seven Hundred Ten Thousand Six Hundred Forty-Six and 00/100 Dollars ($5,710,646.00) to guarantee performance of the C.R. 581 Pipeline Project and all terms and conditions of the Development Agreement. Within thirty (30) days of FDOT's completion of the Project Development and Environmental Study, the developer shall provide the County with an updated engineer's cost estimate for the remainder of the project. Upon approval by the County, the developer shall immediately provide the County with a revised performance guarantee in the minimum amount equal to 125 percent of the County-approved engineer's cost estimate. On the renewal date of each performance guarantee, the performance guarantee may be reduced provided an updated engineer's cost

estimate for the remainder of the project is provided to and approved by the County and provided that the performance guarantee is not reduced below 125 percent of that County-approved engineer's cost estimate.

(2) 2006 Payment to County: The developer has posted a Letter of Credit in the amount of One Million Seven Hundred Sixty Thousand and 00/100 Dollars ($1,760,000.00) to guarantee the payment to the County required by Section D.1.b of the Development Agreement.

(3) 2008 Payment to County: The developer has posted a Letter of Credit in the amount of Six Million Two Hundred Forty Thousand and 00/100 Dollars ($6,240,000.00) to guarantee the payment to the County required by Section D.1.b of the Development Agreement.

(4) C.R. 581 Guarantee of Payment: Prior to commencing construction on the C.R. 581 Pipeline Project, the developer or its contractor(s) shall post in favor of the County and provide the County for its approval, a payment bond acceptable to the County to guarantee payment of its obligations as required by law.

(5) Default: If the developer fails to meet any of the time-frames set forth in the Development Agreement or on Exhibit B thereof for the C.R. 581 Pipeline Project unless extended pursuant to Sections E.6 or J.22 of the Development Agreement, it shall be considered a default of the Development Agreement and this DO, and the County shall be entitled to make a claim and collect on the entire performance guarantee required by Section H.4 of the Development Agreement and this DO for the C.R. 581 Pipeline Project. Upon the said default, Phase II development activities and the issuance of Phase II permits shall cease until the C.R. 581 Pipeline Project has been recommenced to the satisfaction of the County. If the developer fails by the required dates to make a payment to the County as required by Section D.1.b of the Development

Agreement and this DO, it shall be considered a default of the Development Agreement and this DO entitling the County to collect on the Letters of Credit required by Section H.4. In addition, Phase II development activities and the issuance of Phase II permits shall cease until payment(s) is made.

(6) C.R. 581 Pipeline Project: The developer shall commence design and permitting of the C.R. 581 Pipeline Project by January 1, 2002, and complete design, permitting, and necessary right-of-way acquisition, if any, by January 1, 2004. The developer shall commence construction of the C.R. 581 Pipeline Project by January 1, 2005, and complete construction by July 1, 2006. The completion deadlines provided herein may be extended pursuant to Paragraphs E.6 or J.22 of the Development Agreement.

(7) Pipeline Projects B and C: The County shall apply the developer's payments for Projects B and C to FDOT's six (6)-laning of I-275/I-75 from Fletcher Avenue to S.R. 54, including the overpass at S.R. 54, and from the apex of I-275/I-75 to Bearss Avenue, and/or use the funds towards or receive funds back from FDOT for construction of one (1) or more of the roadways significantly impacted by the project or a parallel facility if FDOT cannot expeditiously construct the I-75/S.R. 54 interchange improvement. The developer's obligation for these roadway improvements is limited to the timely payments to the County as set forth above and in the Development Agreement.

(8) Satisfaction of Developer's Proportionate Share: The developer's proportionate share for Phase II of the project shall be mitigated by the Pipeline Projects as set forth in Section D.1 of the Development Agreement and this DO.

(9) The pipeline projects shall be accomplished pursuant to the terms of the Development Agreement between Pasco County, Pittway Corporation, and SB, dated September 25, 2001, and in accordance with the timetables established

therein. Nothing set forth in the Development Agreement shall be inconsistent with the terms or requirements of this DO. In the event of a conflict between the terms and requirements of this DO and the terms and requirements of the Development Agreement, the terms and requirements of the Development Agreement, as may be amended, shall control.

(10) **Additional Site-Related Conditions:**

(a) The developer shall construct an eastbound, right-turn lane at the Project Access Drive 7A (also known as Access U) intersection with S.R. 581.

(b) The developer shall construct an eastbound, right-turn lane at the Project Access Drive 8A (also known as Access V) intersection with S.R. 581.

(c) The developer shall construct a southbound, right-turn lane; a northbound, left-turn lane; and eastbound, left-turn and right-turn lanes at the Project Access Drive 9A intersection with S.R. 581. Prior to each preliminary plan review for any parcel in the development's North Zone, the DRC will determine the need for a Warrant Study for the intersection of Project Access Drive 9A and S.R. 581. If warranted by the study, the developer shall be required to bear the cost for fifty (50) percent of the cost of signalization at the Project Access Drive 9A intersection with S.R. 581.

(d) The developer shall construct a southbound, right-turn lane; a northbound, left-turn lane; and eastbound, left-turn and right-turn lanes at the Project Access Drive 10A intersection with S.R. 581.

(11) **General Conditions:**

(a) Pasco County, with funding and technical assistance provided by FDCA, FDOT, and TBRPC, has assessed the existing and future traffic conditions on S.R. 54 between Little Road and Morris Bridge Road in a study effort known as the S.R. 54 Corridor Study which was accepted by the Board of County Commissioners in October 2001. Saddlebrook Village will not be subject to that portion of the study addressing access points/driveway cuts and landscaping. The developer shall comply with only the sign provisions of the SR 54 Corridor Study; however, the provisions of the proposed sign ordinance, if approved, will supersede the signage provisions of the Corridor Study.

3. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 8th day of September, 2004.

(SEAL) BOARD OF COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

JED PITTMAN, CLERK

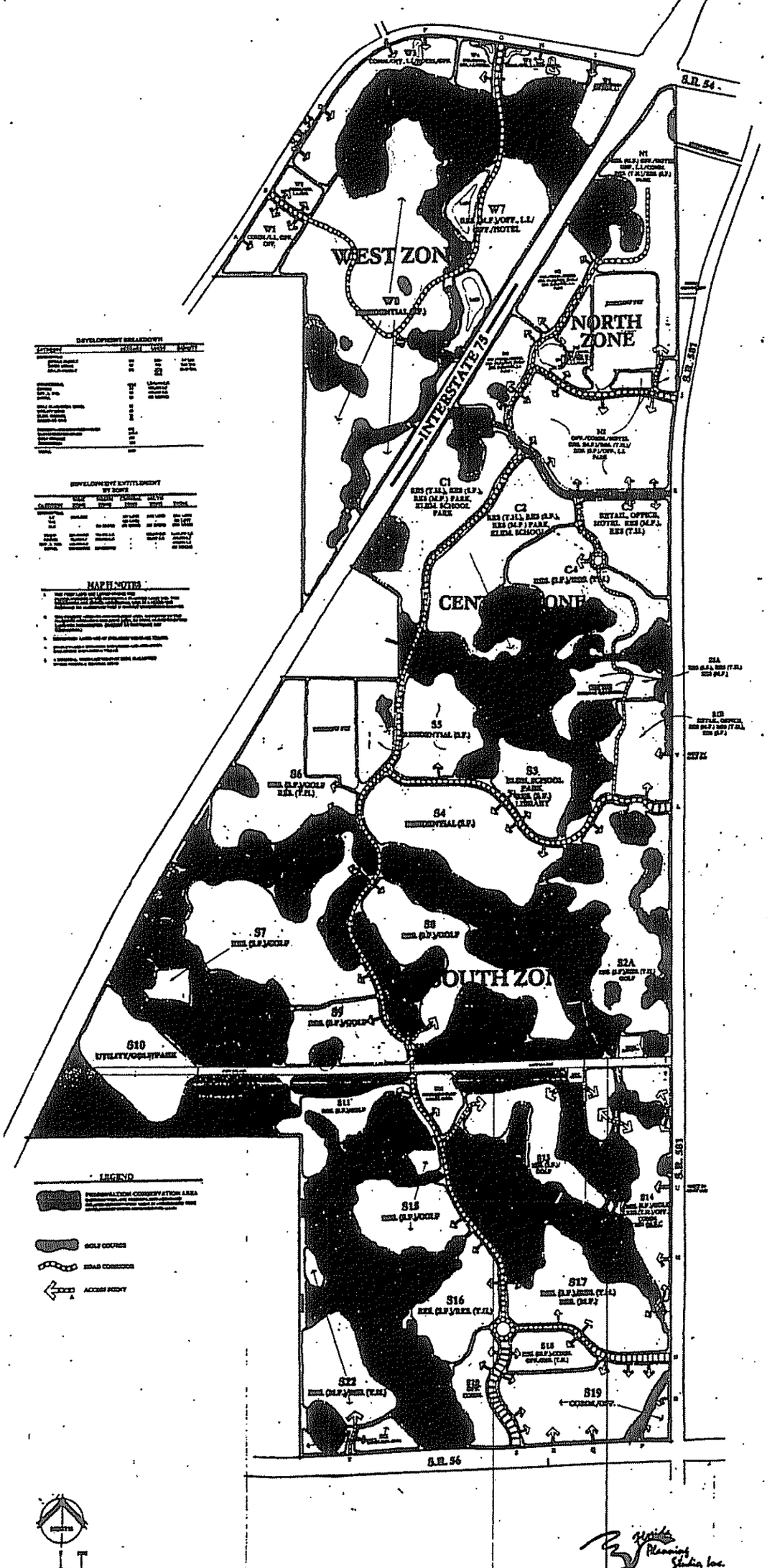
PETER A. ALTMAN, CHAIRMAN

APPROVED

APPROVED AS TO LEGAL FORM AND SUFFICIENCY SEP 8 2004
Office of the Pasco County Attorney

ATTORNEY

SEVEN OAKS
A CROWN COMMUNITY DEVELOPMENT
MAP H



ATTACHMENT A

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR THE SEVEN OAKS DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 04-266 dated ~~August 24, 2004~~ September 8, 2004, has adopted an amendment to the development order for a Development of Regional Impact known as Seven Oaks (Resolution No. 01-108). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit B of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit B nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

PETER A. ALTMAN, CHAIRMAN

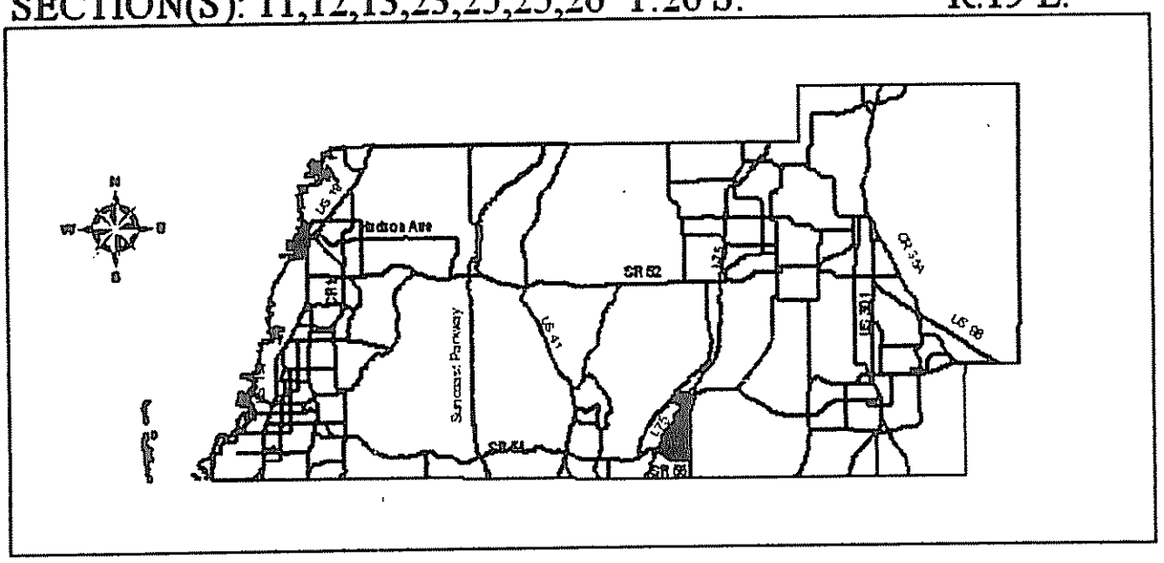
APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

APPROVED
SEP 8 2004

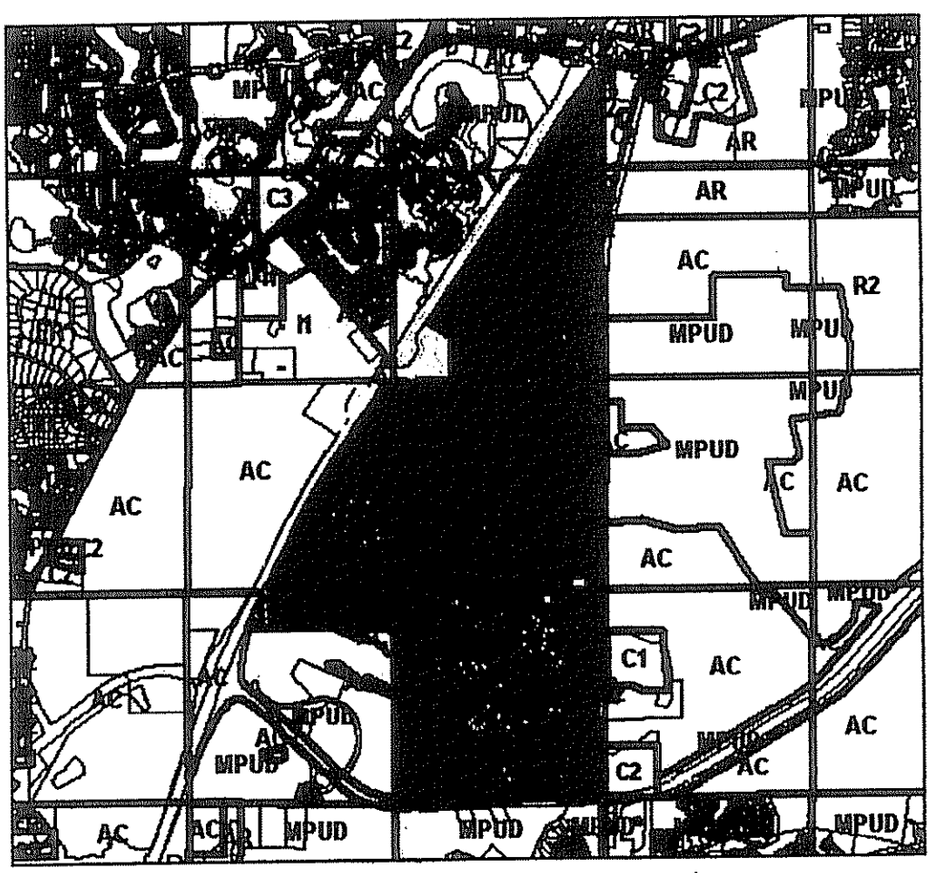
ATTORNEY

mo/hsevenoaks/41

SECTION(S): 11,12,13,23,25,25,26 T.26 S. R.19 E.



PASCO COUNTY, FLORIDA



TAZ: 178 COMMISSION DISTRICT: 2

2002197232

BY COMMISSIONER _____ RESOLUTION NO. 03-14

RESOLUTION AMENDING RESOLUTION NO. 01-108, BY CHANGING THE NAME OF DEVELOPMENT OF REGIONAL IMPACT NO. 129 FROM SADDLEBROOK VILLAGE TO SEVEN OAKS; REVISING CONDITION NO. B.12 TO INCORPORATE INTO THE DEVELOPMENT ORDER THE TERMS OF THE DEVELOPMENT AGREEMENT DATED SEPTEMBER 25, 2001, ADDING HOSPITAL AS AN ALLOWABLE USE IN ANY NORTH OR CENTRAL ZONE; AMENDING THE EQUIVALENCY MATRIX TO INCLUDE HOSPITAL USE; ADDING TOWNHOUSE, OFFICE, AND COMMERCIAL AS ALTERNATE USES TO TRACT S14; ADDING ACCESS POINT "U" (RIGHT-IN/RIGHT-OUT) TO TRACT S14; AND EXTENDING THE PHASE I BUILD-OUT DATE BY TWO (2) YEARS

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact (DRI)/development order (DO) approving, with conditions, the Saddlebrook Village DRI; and,

Rcpt: 641087 Rec: 82.50
DS: 0.00 IT: 0.00
12/19/02 Dpty Clerk

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a thirty-eight (38) acre utility site and forty-eight (48) acres of commercial and office uses with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

JED PITTMAN, PASCO COUNTY CLERK
12/19/02 11:13am 1 of 18
OR BK 5174 PG 546

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243 which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners adopted Resolution No. 91-355 which approved an extension of the build-out dates for Phases II, III, and IV and the total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners adopted Resolution No. 92-31 which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners adopted Resolution No. 93-253 which approved the extension of the build-out dates for Phases I, II, III, and IV, and the project build-out date by less then seven (7) years; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners adopted Resolution No. 95-18 which approved an extension of the build-out dates for Phases I, II, III, and IV and the total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on May 14, 1996, the Board of County Commissioners adopted Resolution No. 96-215, which approved the relocation of previously approved residential units and office/light industrial uses, reduced

the office/light industrial acreage by eighty-six (86) acres; increased the residential acreage from 522 to 608 acres; and revised DO relative to funding commitments for roadway improvements; and,

WHEREAS, on June 3, 1997, the Board of County Commissioners adopted Resolution No. 97-259 which approved the extension of the build-out dates for Phases I, II, III and IV; the total project build-out date for all project phases cumulatively by less than twelve (12) years; allowed for approval of Phase I only; and revised the duration of DO for a period of thirty-one (31) years; and,

WHEREAS, on January 23, 2001, the Board of County Commissioners adopted Resolution No. 01-108, a restated and amended DO approving, with conditions, the Saddlebrook Village DRI, which approved a reduction in the number of residential units and commercial square footage; an increase in commercial acreage from 145 to 188.50 acres; a reduction in the office/light industrial building area and acreage from 129 to thirty-five (35) acres; a reduction in hotel rooms from 600 to 400 rooms; an increase in preservation area from 512 to 593 acres; an increase in open space from 1,510 to 1,519.20 acres; revisions to the internal circulation and access points to account for expanded wetland areas and the addition of S.R. 56 on the southern property boundary; the relocation of portions of the commercial and office uses to the southern property boundary reflecting the new access on S.R. 56; the relocation of residential areas to replace the reduction of commercial, office, and light industrial; the addition of a trade-off mechanism; and implementation of an appropriate archaeological investigation and development of the site after completion of the investigation; and,

WHEREAS, on April 10, 2002, SB Associates Limited Partnership (hereinafter SB) filed a Notification of Proposed Change (NOPC) to a previously approved DRI pursuant to Subsection 380.06(19), Florida Statutes, seeking to change the name of DRI No. 129 from Saddlebrook Village to Seven Oaks; revise Condition No. B.12 relating to transportation to incorporate into DO the terms of that certain development agreement dated September 25, 2001, between Pittway Corporation, SB, and Pasco County, Florida; add hospital use (less than 480 beds) as an allowable use in any North Zone or Central Zone parcel and amend the trade-off matrix (Table 11 of DO) to include hospital use; add townhouse, office, and commercial as alternate uses to Tract S14; add Access Point "U" (right-in/right-out) to Tract S14 at a point over 660 feet from Access Point "M"; and extend the build-out date of Phase I by two (2) years; and,

WHEREAS, NOPC has been reviewed in accordance with Chapter 380.06, Florida Statutes; and,

WHEREAS, the culmination of that review requires the approval, denial, or approval with conditions of the above-referenced NOPC; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 01-108 allowed development of 4,341 residential units; commercial development totaling 1,640,000 square feet of floor area; 400,000 square feet of wholesale, warehouse, and light industrial development; 400,000 square feet of office development; and 400 hotel rooms.

2. SB has filed with Pasco County NOPC pursuant to Subsection 380.06(109), Florida Statutes, on Florida Department of Community Affairs (FDCA) Form No. RPM-BSP-PROPCHANGE-1, and

additional sufficiency response for DRI No. 129 seeking to change the name of DRI No. 129 from Saddlebrook Village to Seven Oaks; revise Condition No. B.12 relating to transportation to incorporate into DO the terms of that certain development agreement dated September 25, 2001, between Pittway Corporation, SB, and Pasco County, Florida; add hospital use (less than 480 beds) as an allowable use in any North Zone or Central Zone parcel and amend the trade-off matrix (Table No. 11 of DO) to include hospital use; add townhouse, office, and commercial as alternate uses to Tract S14; add Access Point "U" (right-in/right-out) to Tract S14 at a point over 660 feet from Access Point "M"; and extend the build-out date of Phase I by two (2) years.

3. The Board of County Commissioners is the local governing body having jurisdiction over the review and approval of the said DRI in accordance with Section 380.06, Florida Statutes.

4. The Board of County Commissioners has received and considered the Tampa Bay Regional Planning Council's (TBRPC) report on the above-referenced NOPC dated August 16, 2002.

5. The Board of County Commissioners has scheduled a public hearing on the above-referenced NOPC.

6. Notice of such public hearing has been published in accordance with Section 380.06, Florida Statutes.

7. The Board of County Commissioners has held a public hearing on the above-referenced NOPC on October 15, 2002.

8. At the said public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

9. Additionally, at the said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications and evidence.

10. The land uses for the area subject to NOPC include, but are not limited to, residential, office, commercial, industrial, hotel, recreational, and open space. The Future Land Use classifications for the area subject to NOPC are MU (Mixed Use) and RES-3 (Residential - 3 du/ga).

11. The zoning on the property subject to NOPC is MPUD Master Planned Unit Development.

12. The proposed development is consistent with the Pasco County Comprehensive Land Use Plan.

13. The proposed development is not an area of critical State concern as designated pursuant to Section 380.05, Florida Statutes:

a. The above-referenced proposed change to DRI No. 129 pursuant to Chapter 380.06(19), Florida Statutes, as amended, is not a substantial deviation and does not require further DRI review.

b. Pasco County and FDCA agree that the current transportation mitigation for Phase I adequately addresses all Phase I impacts, including any additional impacts which may result from the

extension of the Phase I build-out date and that no further transportation analysis or mitigation is required to extend the Phase I build-out date.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

1. Subject to Condition Nos. a, b, and c listed below, the above-referenced proposed change to DRI No. 129 pursuant to Chapter 380.06(19), Florida Statutes, as amended, is not a substantial deviation and, therefore, does not require further DRI review.

a. Conversion to hospital and/or medical office uses shall be limited to those parcels located in the Northern or Central Zones as illustrated on the MPUD Master Planned Unit Development.

b. Since the equivalency matrix is based on transportation only, requests for conversions to hospital and/or medical uses shall include documentation that any potential increase in water demand and/or wastewater treatment can and will be provided by Pasco County. Such documentation shall be included within all applicable notification requests.

c. This DO shall include the revised Land Use Equivalency Matrix (for the eastern portion of the project) by reference and as a separate exhibit, as well as the Land Use Equivalency Matrix previously authorized for the western portion of DRI. A copy of each equivalency matrix is attached as Exhibit 1 and incorporated herein by reference.

2. The proposed change to DRI No. 129 is approved and Resolution No. 01-108 is hereby amended incorporating the following changes:

a. The name of DRI No. 129 is hereby changed to Seven Oaks.

b. Hospital use (less than 480 beds) is an allowable use in any North Zone or Central Zone parcel.

c. The Equivalency Matrix (Table 11 of DO), which is attached hereto as Exhibit 1 and incorporated herein by reference, is hereby amended to include hospital use.

d. Townhouse, office, and commercial uses are allowable as alternate uses in Tract S14.

e. Access Point "U" (right-in/right-out) is added to Tract S14 at a point over 660 feet from Access Point "M".

f. The Phase I build-out date is hereby extended to August 15, 2004, and Exhibit D of DO is amended to reflect the new Phase I build-out date.

g. Condition No. B.12 is amended to read as follows:

12. <u>Transportation</u>

The Saddlebrook development will have a substantial negative impact on several regional highway facilities. Regional roadway link and intersection improvements required to mitigate the negative impacts on transportation

facilities from the project are listed in Tables 1 and 2 of this restated and amended DO, and in the Phase I improvements described below. Phase I of the project is located generally on the west side of I-75, and Phase II is located generally on the east side of I-75.

a. The development of the west side of the project (west side of I-75) will not be allowed to exceed 1,356 p.m. peak-hour, inbound or 1,611 p.m. peak-hour, outbound, external trip-ends; development of the east side of the project (east of I-75) will not be allowed to exceed 3,954 p.m. peak-hour, inbound or 3,690 p.m. peak-hour, outbound external trip-ends; and the total development of the project (west and east of I-75) will not be allowed to exceed 5,310 p.m. peak-hour, inbound or 5,301 p.m. peak-hour, outbound external trip-ends as counted pursuant to the section below and calculated for the unbuilt portion using the latest Institute of Transportation Engineers (ITE) trip generation rates or rates as approved by Pasco County.

b. Each preliminary/site plan and DRI Annual Report shall summarize the cumulative development quantities and location (west of I-75/ east of I-75), including the counted number of p.m. peak-hour, external inbound and outbound trip-ends, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour, external inbound and outbound trip-ends to be generated by the proposed preliminary/site plan using the latest ITE trip generation rates or rates as approved by Pasco County.

c. An annual monitoring program to provide p.m. peak-hour counts at the project entrances shall be instituted for the project development on both the west side and east side of I-75. The monitoring program for project development west of I-75 shall consist of the following:

*The monitoring program will begin upon issuance of Certificates of Occupancy (COs) for 301 dwelling units or equivalent land use.

*The monitoring will consist of p.m. peak-hour counts at each project driveway west of I-75 to ensure the west side

project traffic does not exceed 1,356 p.m. peak-hour, inbound or 1,611 p.m. peak-hour, outbound external trip-ends.

The monitoring program for project development east of I-75 shall consist of the following:

*The monitoring program will begin upon issuance of COs for 1,869 dwelling units or equivalent land use.

*The monitoring will consist of p.m. peak-hour counts at each project driveway east of I-75 to ensure the east side project traffic does not exceed 3,954 p.m. peak-hour, inbound or 3,690 p.m. peak-hour, outbound external trip-ends.

The monitoring program shall document that the total p.m. peak-hour trip-ends (west and east) do not exceed 5,310 p.m. peak-hour, inbound or 5,301 p.m. peak-hour, outbound external trip-ends. If the traffic counts exceed the projections provided above by more than fifteen (15) percent, the applicant/developer will be required to provide a revised transportation analysis, pursuant to Subsection 380.06(19), Florida Statutes, the results of which may serve as a basis for a DO amendment. The annual monitoring program for the project development shall continue until project build-out. This information, for project development both east and west of I-75 shall be provided with the submittal of the annual report or preliminary site plans in the form of counted and/or calculated trip-ends. The results of the monitoring program may also serve as a basis for the applicant/developer or reviewing agencies to request DO amendments.

d. Roadway improvements necessary to mitigate the negative impacts of Phases I and II of the proposed development on transportation facilities are as follows:

Phase I:

(1) Funding commitments for the following roadway improvements shall be made by the developer before development approval of any portion of Phase I will be issued by the County:

(a) At the intersection of C.R. 581 and the south project entrance (east of I-75), construct a left-turn lane for northbound traffic, the project entrance driveway, and provide signalization as warranted by the *Manual of Uniform Traffic Control Devices* (MUTCD). These improvements are of total benefit to the project.

(b) At the intersection of C.R. 581 and the north project entrance (east of I-75), construct a northbound, left-turn lane; the project entrance drive; and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(c) At the intersection of S.R. 54 and the south project entrance (west of I-75), construct a westbound, left-turn lane; the project entrance drive; and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(d) At the intersection of S.R. 54 and the north project entrance (west of I-75), construct a westbound, left-turn lane; an eastbound, right-turn lane; the project entrance driveway, and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(2) Payment of transportation impact fees by the developer shall constitute his proportionate fair-share of the following improvements:

(a) At the intersection of the southbound I-75 exit ramp with S.R. 54, provide signalization as warranted by MUTCD. Saddlebrook Village will contribute

46.5 percent of existing Level of Service (LOS) D peak-hour capacity at the end of Phase I.

(b) At the intersection of the I-75 northbound exit ramp with S.R. 54, provide signalization as warranted by MUTCD. Saddlebrook Village will contribute 39.4 percent of existing LOS D peak-hour capacity at the end of Phase I.

(c) By the end of Phase I, improve C.R. 581 to a four-lane divided arterial from Northwood south to Skipper Road. Saddlebrook Village will contribute between 6.9 percent and 17.2 percent of the existing LOS C daily capacity on various segments of this roadway.

(d) By the end of Phase I, improve S.R. 54 to a four-lane divided arterial from C.R. 581 to C.R. 577. Saddlebrook Village will contribute 44 percent of the existing LOS C daily capacity of this roadway.

Phase II:

The developer shall mitigate the transportation impacts for Phase II improvements by designing and constructing six lanes of C.R. 581 from County Line Road (Hillsborough County line), north to S.R. 54 as a pipeline project, and will pay the sum of One Million Seven Hundred Sixty Thousand and 00/100 Dollars ($1,760,000.00) to Pasco County by January 1, 2006; the sum of Six Million Two Hundred Forty Thousand and 00/100 Dollars ($6,240,000) to Pasco County by January 1, 2008, as Projects B and C; and payment of impact fees thereafter. Pasco County shall apply the payments for Projects B and C toward the Florida Department of Transportation's (FDOT) six-laning of I-275/I-75 from Fletcher Avenue to S.R. 54, including the overpass at S.R. 54, and from the apex of I-275/I-75 to Bearss Avenue as set forth in Exhibit C of the development agreement by and between Pasco County, Pittway Corporation, and SB dated September 25, 2001 (hereinafter the Development Agreement), and/or use the funds toward, or receive funds back from FDOT for construction of one (1) or more of the roadways

significantly impacted by the project or a parallel facility if FDOT cannot expeditiously construct the I-75/S.R. 54 interchange improvements. The developer's proportionate-share contribution for the impacts of the project at build-out of Phase II is Thirteen Million Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Three and 00/100 Dollars ($13,737,533.00) (Tables 1 and 2) in Year 2000 dollars. This amount is equal to that calculated pursuant to the formula outlined in Chapter 9J2.0255(3)(f), Florida Administrative Code, and is equal to the proportionate share of the estimated cost of the improvements described in Tables 1 and 2. The developer has ensured the completion of the pipeline projects through the posting of a performance guarantee acceptable to and approved by Pasco County. The amounts of such performance guarantee shall be reduced to the extent that the developer has expended funds for the pipeline improvements which are included in pipelined projects permitted hereunder. As long as the developer keeps effective the performance guarantee and Letters of Credit required by Section H.4 of the Development Agreement; proceeds with the design, permitting, right-of-way acquisition, and construction of the C.R. 581 pipeline projects in accordance with the phasing schedule set forth in Table 3 of the Development Agreement and Exhibit B thereto; makes the payments to Pasco County in accordance with Section D.1 of the Development Agreement and Exhibit C thereto, the developer's obligation to pay transportation impact fees to the County as a result of Phase II of the project shall be suspended from the time of posting of the performance guarantee until construction of the pipeline projects is completed, provided the cumulative total of transportation impact fees owed at any point by the developer is less than or equal to Thirteen Million Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Three and 00/100 Dollars ($13,737,533.00) or all actual impact fee credits entitled to pursuant to Paragraph No. H.2 of the Development Agreement are utilized. If the cumulative total of transportation impact fees owed at any point in time by the developer exceeds Thirteen Million Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Three

and 00/100 Dollars ($13,737,533.00) or all actual impact fee credits entitled to pursuant to Paragraph H.2 of the Development Agreement are utilized, then the developer shall pay transportation impact fees to the County pursuant to the New Development Fair-Share Contribution for Road Improvements Ordinance as may be amended by the County. Upon completion of the pipeline projects, if the developer has not already begun to pay transportation impact fees, the developer shall then pay transportation impact fees as required by the New Development Fair-Share Contribution for Road Improvements Ordinance as may be amended by the County.

(1) C.R. 581 Performance Guarantee: The developer has executed a Development Agreement for the pipeline projects associated with Phase II of the project and has provided the County with a performance guarantee (acceptable to the County) in the amount of 125 percent of Five Million Seven Hundred Ten Thousand Six Hundred Forty-Six and 00/100 Dollars ($5,710,646.00) to guarantee performance of the C.R. 581 Pipeline Project and all terms and conditions of the Development Agreement. Within thirty (30) days of FDOT's completion of the Project Development and Environmental Study, the developer shall provide the County with an updated engineer's cost estimate for the remainder of the project. Upon approval by the County, the developer shall immediately provide the County with a revised performance guarantee in the minimum amount equal to 125 percent of the County-approved engineer's cost estimate. On the renewal date of each performance guarantee, the performance guarantee may be reduced provided an updated engineer's cost estimate for the remainder of the project is provided to and approved by the County and provided that the performance guarantee is not reduced below 125 percent of that County-approved engineer's cost estimate.

(2) 2006 Payment to County: The developer has posted a Letter of Credit in the amount of One Million Seven Hundred

Sixty Thousand and 00/100 Dollars ($1,760,000.00) to guarantee the payment to the County required by Section D.1.b of the Development Agreement.

(3) 2008 Payment to County: The developer has posted a Letter of Credit in the amount of Six Million Two Hundred Forty Thousand and 00/100 Dollars ($6,240,000.00) to guarantee the payment to the County required by Section D.1.b of the Development Agreement.

(4) C.R. 581 Guarantee of Payment: Prior to commencing construction on the C.R. 581 Pipeline Project, the developer or its contractor(s) shall post in favor of the County and provide the County for its approval, a payment bond acceptable to the County to guarantee payment of its obligations as required by law.

(5) Default: If the developer fails to meet any of the timeframes set forth in the Development Agreement or on Exhibit B thereof for the C.R. 581 Pipeline Project unless extended pursuant to Sections E.6 or J.22 of the Development Agreement, it shall be considered a default of the Development Agreement and this DO, and the County shall be entitled to make a claim and collect on the entire performance guarantee required by Section H.4 of the Development Agreement and this DO for the C.R. 581 Pipeline Project. Upon the said default, Phase II development activities and the issuance of Phase II permits shall cease until the C.R. 581 Pipeline Project has been recommenced to the satisfaction of the County. If the developer fails by the required dates to make a payment to the County as required by Section D.1.b of the Development Agreement and this DO, it shall be considered a default of the Development Agreement and this DO entitling the County to collect on the Letters of Credit required by Section H.4. In addition, Phase II development activities and the issuance of Phase II permits shall cease until payment(s) is made.

(6) C.R. 581 Pipeline Project: The developer shall commence design and permitting of the C.R. 581 Pipeline Project by January 1, 2002, and complete design, permitting, and necessary right-of-way acquisition, if any, by January 1, 2004. The developer shall commence construction of the C.R. 581 Pipeline Project by January 1, 2005, and complete construction by July 1, 2006. The completion deadlines provided herein may be extended pursuant to Paragraphs E.6 or J.22 of the Development Agreement.

(7) Pipeline Projects B and C: The County shall apply the developer's payments for Projects B and C to FDOT's six-laning of I-275/I-75 from Fletcher Avenue to S.R. 54, including the overpass at S.R. 54, and from the apex of I-275/I-75 to Bearss Avenue, and/or use the funds towards or receive funds back from FDOT for construction of one (1) or more of the roadways significantly impacted by the project or a parallel facility if FDOT cannot expeditiously construct the I-75/S.R. 54 interchange improvement. The developer's obligation for these roadway improvements is limited to the timely payments to the County as set forth above and in the Development Agreement.

(8) Satisfaction of Developer's Proportionate Share: The developer's proportionate share for Phase II of the project shall be mitigated by the Pipeline Projects as set forth in Section D.1 of the Development Agreement and this DO.

(9) The pipeline projects shall be accomplished pursuant to the terms of the Development Agreement between Pasco County, Pittway Corporation, and SB, dated September 25, 2001, and in accordance with the timetables established therein. Nothing set forth in the Development Agreement shall be inconsistent with the terms or requirements of this DO. In the event of a conflict between the terms and requirements of this DO and the terms and requirements of the Development Agreement, the terms and requirements

of the Development Agreement, as may be amended, shall control.

(10) **General Conditions**:

(a) Pasco County, with funding and technical assistance provided by FDCA, FDOT, and TBRPC, has assessed the existing and future traffic conditions on S.R. 54 between Little Road and Morris Bridge Road in a study effort known as the S.R. 54 Corridor Study which was accepted by the Board of County Commissioners in October 2001. Saddlebrook Village will not be subject to that portion of the study addressing access points/driveway cuts and landscaping. The developer shall comply with only the sign provisions of the SR 54 Corridor Study; however, the provisions of the proposed sign ordinance, if approved, will supersede the signage provisions of the Corridor Study.

3. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 15 day of October, 2002.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

JED PITTMAN, CLERK

CHAIRMAN

APPROVED
OCT 15 2002

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND THE COUNTY'S OFFICIAL SEAL THIS December 19, 2002
JED PITTMAN, CLERK TO THE BOARD

EXHIBIT "D"

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed use, residential, industrial, office, commercial and recreation

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	744.6 Acres
Office	35.0 Acres
Commercial	188.5 Acres
Office / Light Industrial	35.0 Acres
Hotels	10.0 Acres
Open Space	1,510.0 Acres

PHASING SCHEDULE:

	Residential D.U.	Commercial S.F.	Office / Light Industrial S.F. (Includes Wholesale & Warehouse)	Office S.F.	Hotel Rooms
Phase I	603	200,000	400,000	350,000	0
Phase II	3,738	1,440,000	0	50,000	400
Build-out Totals	4,341	1,640,000	400,000	400,000	400

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures: $850,000,000

Within Region $765,000,000

AD VALOREM TAX YIELD:

Estimated Annual Ad Valorem Tax Yield After Build-out $ 13,725,000

SEWAGE TREATMENT:

Estimated Average Daily Flows at Build-out 1,159,4825 gallons per day (gpd)

WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out 1,281,650 gpd

Non-Potables (Reclaimed Water)2,567,800 gpd

SOLID WASTE:

Estimated Average Daily Generation at Build-out 41.67 tons per day

Water Requirement at Build-out

ENERGY

Projected Average Daily Electrical Requirement at Build-out 522,658 kilometers
Peak Hour Demand (Residential Only): 28,296 kilometers

NUMBER OF DWELLING UNITS: 4,341

PHASING OF DWELLING UNITS BY TYPE:

	Single Family	Townhomes	Apts.	Total by Phase
Phase I	603	0	0	603
Phase II	1,691	321	1,726	3,738
Total by Type	2,294	321	1,726	4,341

PRICE RANGE OF DWELLING UNITS:

31	Percent Below	$150,000
48	Percent	$200,000
21	Percent Over	$200,000

TOTAL PROJECTED POPULATION: 11,841

PRIMARY TRANSPORTATION NETWORK: I-75, S.R. 54, S.R. 56, and C.R. 581

TRANSPORTATION:

Average Daily Trips (ADT): 118,088 Trip Ends
Peak Hour Trips: 11,367 Trip Ends

Phase I BUILD-OUT: August 15, 2004
Phase II BUILD-OUT August 15, 2010
PROJECT BUILD-OUT: 2010

TABLE 11 (Revised 6/6/02)

EQUIVALENCY MATRIX - EAST

CHANGE TO \ CHANGE FROM	Commercial (790,000 SF)	Commercial (50,000 SF)	Commercial (400,000 SF)	Office (250,000 SF)	Office (80,000 SF)	Hotel	Multi-Family	Single Family	Townhomes
Commercial (790,000 SF)	-	2.4944 ksf/ksf	1.2411 ksf/ksf	0.4372 ksf/ksf	0.6963 ksf/ksf	0.2067 ksf/rm	0.1747 ksf/du	0.2826 ksf/du	0.1474 ksf/du
Commercial (50,000 SF)	0.4009 ksf/ksf	-	0.4975 ksf/ksf	0.1753 ksf/ksf	0.2791 ksf/ksf	0.0829 ksf/rm	0.0700 ksf/du	0.1133 ksf/du	0.0591 ksf/du
Commercial (400,000 SF)	0.8058 ksf/ksf	2.0010 ksf/ksf	-	0.3523 ksf/ksf	0.5610 ksf/ksf	0.1665 ksf/rm	0.1408 ksf/du	0.2277 ksf/du	0.1187 ksf/du
Office (250,000 SF)	2.2872 ksf/ksf	5.7051 ksf/ksf	2.8385 ksf/ksf	-	1.5925 ksf/ksf	0.4728 ksf/rm	0.3997 ksf/du	0.6463 ksf/du	0.3370 ksf/du
Office (80,000 SF)	1.4362 ksf/ksf	3.5824 ksf/ksf	1.7824 ksf/ksf	0.6279 ksf/ksf	-	0.2968 ksf/rm	0.2510 ksf/du	0.4058 ksf/du	0.2116 ksf/du
Hotel	4.8380 rm/ksf	12.0678 rm/ksf	6.0042 rm/ksf	2.1152 rm/ksf	3.3586 rm/ksf	-	0.8454 rm/du	1.3671 rm/du	0.7129 rm/du
Multi-Family	5.7225 du/ksf	14.2742 du/ksf	7.1020 du/ksf	2.5020 du/ksf	3.9846 du/ksf	1.1828 du/rm	-	1.6171 du/du	0.8432 du/du
Single Family	3.5388 du/ksf	8.8272 du/ksf	4.3919 du/ksf	1.5472 du/ksf	2.4640 du/ksf	0.7315 du/rm	0.6184 du/du	-	0.5214 du/du
Townhomes	6.7885 du/ksf	16.9282 du/ksf	8.4225 du/ksf	2.9672 du/ksf	4.7254 du/ksf	1.4028 du/rm	1.1859 du/du	1.9177 du/du	-
Hospital	2.3397 bd/ksf	5.8381 bd/ksf	2.9037 bd/ksf	1.0230 bd/ksf	1.629 bd/ksf	0.4836 bd/rm	0.4089 bd/du	0.6612 bd/du	0.3447 bd/du
Medical Ofc.	0.7799 ksf/ksf	1.9453 ksf/ksf	0.9679 ksf/ksf	0.3410 ksf/ksf	0.5430 ksf/ksf	0.1612 ksf/rm	0.1363 ksf/du	0.2204 ksf/du	0.1149 ksf/du

Land use exchanges are based on PM peak hour project traffic. Use of this matrix should be limited to the following minimums and maximums.

Land Use	Minimum	Maximum
Commercial	250,000 SF	1,500,000 SF
Single Family	1,200 DU	2,000 DU
Multi-Family	700 DU	2,300 DU
Townhomes	0	600 DU
Office	80,000 SF	400,000 SF
Hotel	0	400 rms
Hospital	0	480 beds
Medical Office	0	250,000 SF

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TABLE 11 (Continued) (Revised 6/6/02)
EQUIVALENCY MATRIX - EAST

EXAMPLE:

- Add 100 Single Family Homes by reducing Commercial (790,000 SF).

  100 du / 3.5368 du/ksf = 28.258

  Reduce Commercial by 28,258 square feet

Note: This matrix is a two-way matrix. Once an exchange utilizing the equivalency matrix occurs, the resulting use and square footage may only be exchanged back to its original use. For example, if a Commercial land use is traded for Single Family, that Single Family can only be traded back to Commercial.

TABLE 10 (Revised 6/1/00)

EQUIVALENCY MATRIX - WEST

CHANGE TO	CHANGE FROM: Commercial (200,000 SF)	Commercial (50,000 SF)	Commercial (100,000 SF)	Industrial Park	Single Family	Office	Hotel
Commercial (200,000 SF)	-	1.5511 ksf/ksf	1.2467 ksf/ksf	0.1828 ksf/ksf	0.1735 ksf/du	0.4698 ksf/ksf	0.1489 ksf/rm
Commercial (50,000 SF)	0.6447 ksf/ksf	-	0.8037 ksf/ksf	0.1178 ksf/ksf	0.1118 ksf/du	0.3029 ksf/ksf	0.0960 ksf/rm
Commercial (100,000 SF)	0.8021 ksf/ksf	1.2442 ksf/ksf	-	0.1466 ksf/ksf	0.1391 ksf/du	0.3769 ksf/ksf	0.1194 ksf/rm
Industrial Park	5.4711 ksf/ksf	8.4863 ksf/ksf	6.8207 ksf/ksf	-	0.9491 ksf/du	2.5706 ksf/ksf	0.8146 ksf/rm
Single Family	5.7648 du/ksf	8.9418 du/ksf	7.1868 du/ksf	1.0537 du/ksf	-	2.7086 du/ksf	0.8583 du/rm
Multi-Family	7.6271 du/ksf	11.8305 du/ksf	9.5085 du/ksf	1.3942 du/ksf	1.3230 du/du	3.5836 du/ksf	1.1356 du/rm
Office	2.1284 ksf/ksf	3.3013 ksf/ksf	2.6534 ksf/ksf	0.3890 ksf/ksf	0.3692 ksf/du	-	0.3169 ksf/rm
Hotel	6.7164 rm/ksf	10.4179 rm/ksf	8.3731 rm/ksf	1.2276 rm/ksf	1.1651 rm/du	3.1557 rm/ksf	-

Land use exchanges are based on PM peak hour project traffic. Use of this matrix should be limited to the following minimums and maximums.

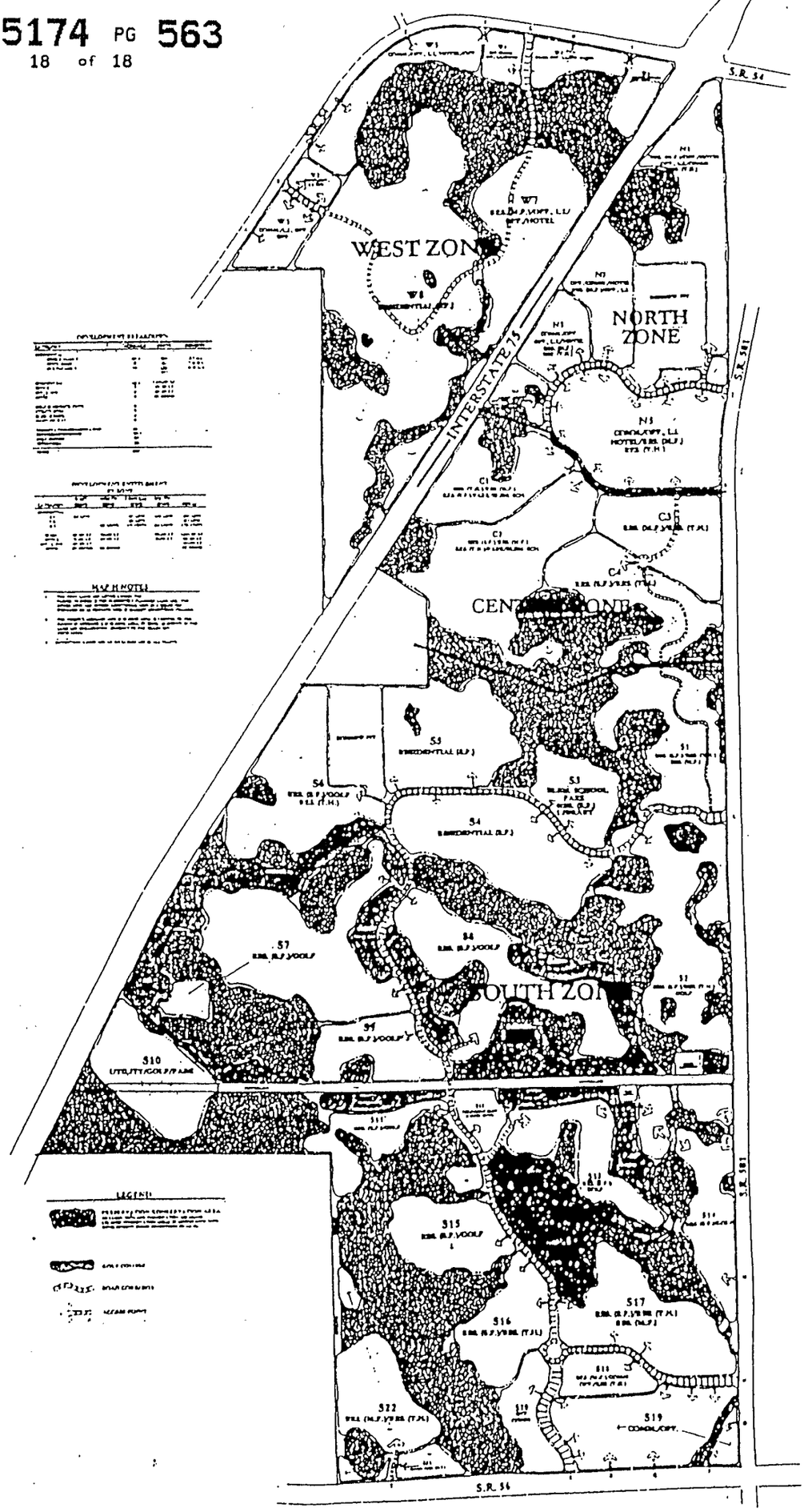
Land Use	Minimum	Maximum
Commercial	100,000 SF	500,000 SF
Industrial Park	0	600,000 SF
Single Family	400 DU	600 DU
Multi-Family	0	600 DU
Office	0	200,000 SF
Hotel	0	300 rms

LINCKS & ASSOCIATES, INC.

Exhibit I

SADDLEBROOK VILLAGE
PASCO COUNTY, FLORIDA

MAP H



66

2002197233

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR FOR THE SADDLEBROOK DEVELOPMENT OF REGIONAL IMPACT

Rcpt: 641087 Rec: 19.50
DS: 0.00 IT: 0.00
12/19/02 Dpty Clerk

Pursuant to Section 380.06915)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 03-14 dated 10/15, 2002, has adopted a resolution amending Resolution No. 01-108, the restated and amended development order for a Development of Regional Impact known as Saddlebrook Village. The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit B of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit B nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

JED PITTMAN, PASCO COUNTY CLERK
12/19/02 11:13am 1 of 4
OR BK 5174 PG 564

ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED
OCT 15 2002

State of Florida)

County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 15 day of October, 2002.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY, FLORIDA

Teressa Hazen
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

chg 115-002

Bd. Rec. 6.B.3.

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

BY: _____
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND THE COUNTY OFFICIAL SEAL THIS December 19, 2002
JED PITTMAN, CLERK TO THE BOARD
Teressa Hazen

COUNTY COMMISSIONERS ORGANIZED JUNE 2ND 1887 PASCO COUNTY, FLORIDA

EXHIBIT B

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

#129

FOWLER WHITE

ATTORNEYS AT LAW

ESTABLISHED 1943

April 19, 2001

Mr. John Meyer
Tampa Bay Regional Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

Re: Saddlebrook Village DRI #129
TBRPC Agreement

Dear Mr. Meyer:

Enclosed please find a fully executed original of the above-referenced agreement. Please feel free to call me if you have any questions. My direct telephone number is (813) 222-2028.

Yours truly,

Susan E. Johnson-Velez

sjv\letters298

FOWLER, WHITE, GILLEN, BOGGS, VILLAREAL AND BANKER, P.A.
TAMPA • CLEARWATER • FORT MYERS • ST. PETERSBURG • TALLAHASSEE
501 EAST KENNEDY BLVD., SUITE 1700 • TAMPA, FLORIDA 33602 • P.O. BOX 1438 • TAMPA, FL 33601
TELEPHONE (813) 228-7411 • FAX (813) 229-8313 • www.fowlerwhite.com

AGREEMENT

THIS AGREEMENT is made and entered by and between the **FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS,** an agency of the State of Florida (hereinafter the "Department"), the **TAMPA BAY REGIONAL PLANNING COUNCIL,** (hereinafter "TBRPC"), **PITTWAY CORPORATION,** a Delaware corporation (hereinafter "PITTWAY"), and **SB & ASSOCIATES, LIMITED PARTNERSHIP,** a Delaware limited partnership (hereinafter "SB"), (PITTWAY and SB are hereinafter collectively called the "Developers").

W I T N E S S E T H:

WHEREAS, on January 23, 2001, the Pasco County Board of County Commissioners approved a Restated and Amended Development Order Approving, With Conditions, the Saddlebrook Village Development of Regional Impact (hereinafter the "Amended DO"), in response to a Notice of Proposed Change (NOPC) for Saddlebrook Village, DRI #129 (the "Project") filed by the Developers; and

WHEREAS, the Amended DO included Table 1, Roadway Link Improvement Schedule, and Table 2, Required Intersection Improvement Schedule, which together describe the roadway and intersection improvements required at Project buildout, and which were both based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the Developers to elect one of several transportation mitigation alternatives including construction of required roadway and intersection improvements (pipelining) or payment of their proportionate share of the costs of such improvements in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, Condition B.12. of the Amended DO establishes the amount of $13,737,533.00 as the Developers' proportionate share contribution for the transportation impacts of the project build-out of Phase II and requires the Developers to construct the C.R. 581 pipeline project (Project A), pay the proportionate share cost of the Project B pipeline project and construct Project C or pay the proportionate share cost for Project C to Pasco County as identified on Table 3 in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, the Developers have elected to design and construct the C.R. 581 pipeline project (Project A) as specified in Table 3 in order to mitigate part of the transportation impacts of Phase II of the Project; and

WHEREAS, Project B of Table 3 requires the Developers to pay the proportionate share cost identified on Table 3 for that project to the FDOT, so that FDOT can expeditiously construct an improvement to the interstate system between S.R. 56 and S.R. 52 pursuant to Rule 9J-2.0255, F.A.C., in order to mitigate part of the transportation impacts of Phase II of the Project; and

WHEREAS, Project C of Table 3 requires the Developers to pipeline or pay the proportionate

share cost identified for that project on Table 3 to Pasco County so that the Developers or Pasco County can expeditiously construct a required improvement pursuant to Rule 9J-2.0255, F.A.C .in order to mitigate the transportation impacts of Phase II of the Project; and

WHEREAS, Table 3 of the Amended DO sets forth the schedule for completion of the construction and/or payment of funds for the three pipeline projects, Projects B and C of which have not yet been specified by FDOT and Pasco County; and

WHEREAS, the Developers have elected the proportionate share payment alternative through the construction of the C.R. 581 pipeline project (Project A), the payment of the proportionate share cost of the Project B pipeline project to FDOT and construction of Project C or payment of the proportionate share cost for Project C to Pasco County as set forth in Condition B.12. of the Amended DO, in lieu of the actual construction of the roadway and intersection improvements; thereby negating the columns in Tables 1 and 2 entitled "Improvement Year" and "Project Percentage" and making relevant a new column entitled "Percent of Adopted LOS Consumed," (revised Table 1 and 2, including this new column are attached hereto); and

WHEREAS, TBRPC and the Department have requested that in addition to the obligations set forth in Condition B.12. of the Amended DO, the Developers provide further assurance of their commitment to pay their proportionate share for Phase II of the Project through the construction of the C.R. 581 pipeline project (Project A) and properly identify the pipeline improvements for Projects B and C. The Developers further provide their commitment as set forth in the MPUD conditions to install signalization for intersections of collector and/or arterial roads adjoining and within the Project at the Developers expense if such signalization is warranted pursuant to the guidelines in the Manual on Uniform Traffic Control Devices (MUTCD), and approved by the regulating agency(s); and

WHEREAS, the Developers have agreed to provide such further assurance of their commitment to pay their proportionate share for Phase II of the Project through the construction of the C.R. 581 pipeline project (Project A) and properly identify the pipeline improvements for Projects B and C. It is the intent of the FDOT and Pasco County that Projects B and C will consist of widening of I-75 between SR 56 and SR 52 and intersection improvements at SR 54 and I-75, which projects shall be completed by FDOT, and Developers shall pay the remaining proportionate share toward said projects in accordance with Table 3 of the Amended D.O. Further, Developers provide their commitment to satisfy their obligations with respect to the installation of signals; and

WHEREAS, TBRPC and the Department have agreed that the Developer's providing such further assurance will satisfy its remaining concerns with the Amended DO, and TBPRC and the Department will waive any further comment to the Amended DO during the review period and issue a report finding the Amended DO consistent with Section 380.06, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties hereto agree as follows:

1. **REPRESENTATIONS**. The representations set forth above are essential elements of

this agreement and are incorporated herein by reference and made a part of this agreement.

2. **ASSURANCES**. The Developers hereby provide further assurance that they have elected to pipeline the construction of Project A and pay the balance of the proportionate share of the costs for Projects B and C in order to fully mitigate the transportation impacts of Phase II of the Project as set forth in Condition B.12. of the Amended DO. The Developers provide further assurance that they will, at their sole cost and expense, install signalization for intersections of collector and/or arterial roads adjoining and within the Project if such signalization is warranted pursuant to the guidelines in the MUTCD, and approved by the regulating agency(s). A revised Table 1 and 2, including the new column entitled "Percent of Adopted LOS Consumed," a revised Table 3 and Project Summary, and the signalization requirement shall be included in the next amendment to the Amended DO. In addition, and to the extent possible, the next amendment shall identify the following information for Projects B and C: timing of the proportionate share payments, road segments to be improved, cost of the improvement, who will construct the improvement, completion date of the improvement, and a stopper provision that Phase II development activities and the issuance of Phase II permits therefore shall immediately cease if the proportionate share contribution is not paid in a timely manner.

Within twelve (12) months of the Effective Date of this agreement, the Developers shall file a petition to amend the Amended DO to identify the pipeline improvements as set forth above, including revised Table 1, Table 2, Table 3 and Project Summary. The parties understand and agree that the sole purpose of the amendment is to clarify the Amended DO and identify the specific pipeline improvements to insure consistency between the Amended DO and this agreement, and that such amendment shall not be deemed to be a substantial deviation.

3. **WAIVER**. Based on the Developers' assurances set forth in this agreement, TBRPC and the Department hereby find that the transportation mitigation alternative elected by the Developers as set forth in the Amended DO and this agreement will mitigate the regional transportation impacts of the Project. TBRPC and the Department further find that the Amended DO is consistent with Section 380.06, Florida Statutes, and waive any further comment to the Amended DO.

4. **COUNTERPARTS**. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

5. **ENTIRE AGREEMENT**. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and signed by the parties.

6. **BINDING EFFECT**. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7. **EFFECTIVE DATE**. The effective date of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties by and through their respective undersigned duly authorized representatives have executed this Agreement on the dates and year below written.

DEPARTMENT OF COMMUNITY AFFAIRS

By: J. Thomas Beck
Name: J. Thomas Beck
Title: Director, Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Approved as to form and legal sufficiency:

David L. Jordan
Attorney, Department of Community Affairs

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10th day of April, 2001, by J. Thomas Beck of the Department of Community Affairs, an agency of the State of Florida, who is personally known to me ~~or who has produced~~ _____ ~~as identification~~ and who ~~did~~/did not take an oath.

Beth A. Frost
Notary Public
My Commission Expires: 3/1/03

Beth A. Frost
MY COMMISSION # CC884492 EXPIRES
March 1, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

TAMPA BAY REGIONAL PLANNING COUNCIL
By: Pat Whitesel
Name: Pat Whitesel
Title: Chair

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 6 day of April, 2001, by Pat Whitesel of the Tampa Bay Regional Planning Council, an agency of the State of Florida, who is personally known to me ~~or who has produced~~ _____ as ~~identification~~ and who did/~~did not~~ take an oath.

Karen Lind
Notary Public

Karen Lind
MY COMMISSION # CC818353 EXPIRES
March 17, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

PITTWAY CORPORATION,
a Delaware corporation

By: Stephen P Moore
Name: STEPHEN P. MOORE
Title: SR. REAL ESTATE MANAGER

Witnesses: [signature]
Kathryn G McVay

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 3rd day of April, 2001, by Stephen P. Moore, of Pittway Corporation, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/~~did not~~ take an oath.

Diane M. Bowerman
Notary Public
My Commission Expires: Sept. 30, 2005

SB & ASSOCIATES, LIMITED PARTNERSHIP,
a Delaware limited partnership
By: Theresa O. Frankiewicz
Name: Theresa O. Frankiewicz
Title: Vice President

Witnesses: Lynda B. Robinson

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 4th day of April, 2001, by Theresa O. Frankiewicz of SB & Associates, Limited Partnership, a Delaware limited partnership, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Kay Jaynes
Notary Public
My Commission Expires:
My Commission Expires JAN. 29, 2005

sjv\Saddlebrook\TBRPC Agreement 4.2

TABLE 1 (Revised 2/27/01)

REQUIRED LINK IMPROVEMENT SCHEDULE

Road Name	From	To	Existing/ Budgeted Geometry	Required Improvement	Improvement Year	Project Percentage (1)		Pk Hour External Project Trips	Percent of Adopted LOS Consumed
Dale Mabry Highway	Lutz-Lake Fern Rd	County Line Rd	4D						
I-275	Fletcher Ave	Bearss Ave	6F						
	Bearss Ave	I-75	4F						
I-75	Fowler Ave	Fletcher Ave	6F	8F	2006	80%		8,469	6.75%
	Fletcher Ave	CR 581	4F	8F	2000	44%	(2)	4,637	12.26%
	CR 581	I-275	4F						
	I-275	SR 56 Extension	8F/8F	10F	2008	90%		9,560	23.10%
	SR 56 Extension	SR 54	4F	8F	2000	17%	(2)	1,814	31.79%
	SR 54	SR 52	4F	6F	2006	60%		6,367	24.75%
	SR 52	CR 41 (Brooksville Road)	4F	6F	2005	50%		5,308	8.86%
	CR 41 (Brooksville Road)	SR 50	4F	6F	2005	50%		5,308	4.56%
SR 54	US 41	Daiquiri Ln	6D						
	Daiquiri Ln	Collier Pkwy	4D	6D	2009	90%		9,560	18.97%
	Collier Pkwy	Livingston Rd	4D	6D	2010	100%		10,611	34.81%
	Livingston Rd	SR 56	4D	6D	2010	100%		10,611	38.85%
	SR 56	Driveway I	2U	4D	2010	100%		10,611	40.80%
	Driveway I	Driveway H	2U	4D	2010	100%		10,611	58.81%
	Driveway H	Driveway G	2U	4D	2006	60%		6,469	62.09%
	Driveway G	Driveway F	[illegible]	[illegible]	2007	70%		7,428	62.24%
	Driveway F	Pasco Rd	2U	4D	2007	70%		7,428	69.66%
	Pasco Rd	Driveway D	4D						
	Driveway D	Driveway C	4D						
	Driveway C	Driveway B	4D						
	Driveway B	Driveway A	4D						
	Driveway A	I-75 West	4D						
	I-75 West	I-75 East	2U	6D	2002	20%		2,122	69.01%
	I-75 East	CR 581	4D	6D	2006	60%		6,469	82.06%
	CR 581	CR 577	4D	6D	2007	70%		7,428	73.05%
	CR 577	Morris Bridge Rd	2U						
	Morris Bridge Rd	Coats Rd	2U						
SR 56 Extension	SR 54	I-75	4D						
	I-75	Driveway 5	6D						
	Driveway 5	Driveway 4	6D						
	Driveway 4	Driveway 3	6D						
	Driveway 3	Driveway 2	6D						
	Driveway 2	Driveway 1	6D						
	Driveway 1	CR 581	6D						
SR 52	CR 583	CR 581/Bellamy Bros Rd	2U	4D	2007	70%		7,428	6.42%
	CR 581/Bellamy Bros Rd	I-75	2U	4D	2005	50%		5,308	14.33%
	I-75	CR 577/Curley St	2U	4D	2005	50%		5,308	61.64%
	CR 577/Curley St	CR 579	2U						
Morris Bridge Rd /CR 579	Cross Creek Boulevard	Chancey Rd	2U						
	Chancey Rd	SR 54	2U						
CR 581/Bruce B Downs Blvd	Tampa Palms Blvd	Commerce Palms	4D	6D	2002	20%		2,122	7.24%
	Commerce Palms	I-75 West	4D	6D	2000	32%	(2)	3,396	17.03%
	I-75 West	I-75 East	4D	6D	2000	42%	(2)	4,427	13.07%
	I-75 East	Dona Michele	4D	6D	2000	60%	(2)	6,366	13.07%
	Dona Michele	Hunters Green	4D	6D	2000	66%	(2)	6,161	17.16%
	Hunters Green	Cross Creek Boulevard	4D	6D	2004	40%		4,244	27.86%
	Cross Creek Boulevard	County Line Rd	4D	6D	2000	21%	(2)	2,163	41.45%
	County Line Rd	SR 56	4D	6D	2006	60%		6,367	73.24%
	SR 56	Driveway 1A	4D	6D	2010	100%		10,611	133.59%
	Driveway 1A	Driveway 2A	4D	6D	2010	100%		10,611	130.50%
	Driveway 2A	Driveway 6A	2U	6D	2006	60%		6,469	278.68%
	Driveway 6A	Driveway 3A	2U	6D	2007	70%		7,428	280.30%
	Driveway 3A	Driveway 4A	2U	6D	2006	60%		6,367	289.56%
	Driveway 4A	Driveway 5A	2U	6D	2006	60%		6,367	296.72%
	Driveway 5A	SR 54	2U	6D	2006	60%		6,367	294.83%
Pasco Rd	SR 54	Quail Hollow	2U						
Bearss Ave	Florida Ave	I-275	4D	6D	2000	87%	(2)	9,164	5.18%
CR 577	SR 54	CR 579	2U	4D	2006	60%		6,367	7.67%
Livingston Rd	County Line Rd	SR 54	2U						
County Line Rd	Dale Mabry Hwy	US 41	2U						
	US 41	Collier Pkwy	2U						
Cross Creek Blvd,	Terminus	Morris Bridge Rd	N/A	2U					8.70%
Collier Pkwy	CL Road Ext	SR 54	4D						

ercentage of proje_t that can be developed prior to link improvement.
ased on project traffic consuming less than 5% of the existing/budgeted capacity.

TABLE 2

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE
(Revised 2/27/01)

Intersection	Required Improvements (1)	Improvement Year	Project Percentage (4)	Peak Hour External Project Trips	Percent of Adopted LOS Consumed
SR 54 & Collier Pkwy.	NB Left SB Left	2009	90%	9,550	20.3%
SR 54 & Livingston Ave.	Signalization	2010	100%	10,611	28.5%
SR 54 & CR 577	WB Right	2007	70%	7,428	40.5%
SR 54 & Morris Bridge Rd.	EB Right NB Right	2007	70%	7,428	0.7%
SR 52 & CR 579	EB Left EB Right WB Left NB Left	2005	50%	5,306	9.2%
SR 52 & CR 577	NB Right NB Left SB Right SB Left	2005	50%	5,306	33.2%
SR 52 & I-75 (East)	NB Left	2005	50%	5,306	4.3%

TABLE 2

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE
(Revised 2/27/01)

Intersection	Required Improvements (1)	Improvement Year	Project Percentage (4)	Peak Hour External Project Trips	Percent of Adopted LOS Consumed
Livingston Ave. & County Line Rd.	Realignment	2005	50%	5,306	5.2%
CR 581 & SR 56	EB Right	2006	60%	6,367	65.7%
CR 581 & County Line Rd.	EB Right WB Left	2000	21%	2,183 (2)	3.6%
CR 581 & Cross Creek Blvd.	2 EB Left 2 WB Left	2000	21%	2,183 (2)	28.4%
CR 581 & Dona Michelle	WB Left WB Right EB Left EB Right	2000	58%	6,181 (2)	8.2%
CR 581 & I-75 (South)	EB Left	2000	32%	3,398 (2)	11.3%
SR 56 & I-75 (West)	SB Left	2000	17%	1,814 (2)	61.4%
Bearss Ave. & Florida Ave.	EB Right SB Right	2000	86%	9,164 (2)	3.0%
SR 56 & Project Driveway 4	Signalization	(3)	(3)	(3)	100%
CR 581 & Project Driveway 3A	Signalization	(3)	(3)	(3)	100%
CR 581 & Project Driveway 4A	Signalization	(3)	(3)	(3)	100%
SR 56 & Project Driveway 5	Signalization	(3)	(3)	(3)	100%

TABLE 2

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE
(Revised 2/27/01)

Intersection	Required Improvements (1)	Improvement Year	Project Percentage (4)	Peak Hour External Project Trips	Percent of Adopted LOS Consumed
CR 581 & Project Driveway 2A	Signalization	(3)	(3)	(3)	100%
CR 581 & Project Driveway 6A	Signalization	(3)	(3)	(3)	100%
CR 581 & Project Driveway 5A	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway B	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway C	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway D	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway F	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway G	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway H	Signalization	(3)	(3)	(3)	100%
SR 54 & Project Driveway I	Signalization	(3)	(3)	(3)	100%

TABLE 2(Continued)

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE

(1) Additional intersection improvements beyond the link improvements identified in Table SR-6.

(2) Based on project traffic consuming less than 5 percent of the existing/budgeted link capacity.

(3) Will be installed when the intersection meets minimum signal warrant volume requirements and is approved by FDOT or Pasco County.

(4) Percentage of the project that can be developed prior to the intersection improvements being required.

TABLE 3

YEAR	PROJECT A (1) TASK	PROJECT A (1) COST	PROJECT B (1) TASK	PROJECT B (1) COST	PROJECT C (1) TASK	PROJECT C (1) COST	TOTAL
2001							
2002	Design (2)	$158,629					$158,629
2003	Design (2)	$158,629					$158,629
2004	Design (2)	$158,630					$158,630
2005	Construction	$2,617,379					$2,617,379
2006	Construction	$2,617,379					$2,617,379
2007			FDOT	$1,700,344	Design	(3)	$1,700,344
2008			FDOT	$1,700,344	Right-of-Way	(3)	$1,700,344
2009					Construction	(3)	
2010					Construction	(3)	
2011							
2012							
Total		$5,710,646		$3,400,688			$13,737,533 (3)

1) [illegible]eline Project

- Project A - Six lane CR 581 from County Line Road to SR 54.

- Project B - Payment to FDOT - I-75

- Project C - To be determined, or if no project is determined, the developer shall pay transportaion impact fees in accordance with the Transportation Impact Fee (TIF) Ordinance, as amended.

2) Design phase may include State Environmental Impact Report, Design, Permitting, and Right-of-Way Acquisition, if required.

3) Total Costs of Projects A, B and C to Equal $13,737,533 (Calculated in Year 2000 Dollars).

EXHIBIT "D"

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed use, residential, industrial, office, commercial and recreation

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	744.6 Acres
Office	34.0 Acres
Commercial	188.5 Acres
Industrial	36.9 Acres
Hotels	10.9 Acres
Open Space	1,510.0 Acres

PHASING SCHEDULE:

	Residential D.U.	Commercial S.F.	Industrial (Includes Wholesale & Warehouse) S.F.	Office S.F.	Hotel Rooms	Golf Course
Phase I	603	200,000	400,000		0	18 Holes
Phase II	3,738	1,440,000	0	400,000	400	
Build-out Totals	4,341	1,640,000	400,000	400,000	400	18 Holes

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures:	$850,000,000
Within Region	$765,000,000

AD VALOREM TAX YIELD:

Estimated Annual Ad Valorem Tax Yield After Build-out	$ 13,725,000

SEWAGE TREATMENT:

Estimated Average Daily Flows at Build-out	1,159,4825 gallons per day (gpd)

WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out	1,281,650 gpd
Non-Potables (Reclaimed Water)	2,567,800 gpd

SOLID WASTE:

Estimated Average Daily Generation at Build-out	41.67 tons per day
Water Requirement at Build-out	

ENERGY

Projected Average Daily Electrical Requirement at Build-out	522,658 kilometers
Peak Hour Demand (Residential Only):	28,296 kilometers

NUMBER OF DWELLING UNITS: 4,341

PHASING OF DWELLING UNITS BY TYPE:

	Single Family	Townhomes	Apts.	Total by Phase
Phase I	603	0	0	603
Phase II	1,691	321	1,726	3,738
Total by Type	2,294	321	1,726	4,341

PRICE RANGE OF DWELLING UNITS:

31	Percent Below	$150,000
48	Percent	$200,000
21	Percent Over	$200,000

TOTAL PROJECTED POPULATION: 11,841

PRIMARY TRANSPORTATION NETWORK: I-75, S.R. 54, S.R. 56, and C.R. 581

TRANSPORTATION:

Average Daily Trips (ADT):	118,088 Trip Ends
Peak Hour Trips:	11,367 Trip Ends

Phase I BUILD-OUT:	August 15, 2002
Phase II BUILD-OUT	August 15, 2010
PROJECT BUILD-OUT:	2010

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#129

PASCO COUNTY, FLORIDA

Growth Management/Zoning Department
West Pasco Government Center, Suite 320
7530 Little Road
New Port Richey, FL 34654-5368
Phone: (727) 847-8140
FAX: (727) 847-8084

CERTIFIED MAIL NO. 7000 0600 0024 4518 8841
RETURN RECEIPT REQUESTED

January 30, 2001

John Meyer
DRI Coordinator
Tampa Bay Regional Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Saddlebrook Village Development of Regional Impact; DRI No. 129

Dear Mr. Meyer:

Enclosed please find a certified Resolution adopting a Restated and Amended Development Order (DO) for Saddlebrook Village Development of Regional Impact (DRI) (Resolution No. 01-108), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Restated and Amended DRI DO was approved by the Pasco County Board of County Commissioners on January 23, 2001.

If you have any questions, please contact me at (727) 847-8140.

Sincerely,

Deborah J. Bolduc

Deborah J. Bolduc, A.I.C.P.
Senior Planner

Enclosure

cc: Samuel P. Steffey, II, Growth Management Administrator

DJB/

c:/doc/corresp/sadbroktbrpc

BY COMMISSIONER _____ RESOLUTION NO. 01-108

A RESOLUTION ADOPTING A RESTATED AND AMENDED DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, Pittway Real Estate Inc., and SB & Associates have filed a Notice of Proposed Change (NOPC) to a previously approved Development of Regional Impact with the Pasco County Growth Management/ Zoning Department, Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (FDCA); and,

WHEREAS, the NOPC has been reviewed in accordance with Chapter 380.06, Florida Statutes; and,

WHEREAS, the culmination of that review requires the approval, denial, or approval with conditions of the above-referenced NOPC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 23rd day of January 2001, that:

The above-referenced NOPC is approved with conditions, as set forth in the following Restated and Amended Development Order (DO) which is hereby adopted by the Board of County Commissioners.

SADDLEBROOK VILLAGE, DRI NO. 129

A. General Findings of Fact

The Board of County Commissioners makes the following general Findings of Fact:

1. In 1984, Pittway Real Estate, Inc., hereinafter referred to as "Pittway," in accordance with Section 380.06, Florida Statutes, filed an Application for Development Approval (ADA), Sufficiency Response and Additional Sufficiency Responses with Pasco County for Saddlebrook Village DRI (DRI No. 129).

2. On August 19, 1986, the Board of County Commissioners of Pasco County (the Board) issued Resolution No. 86-258, as amended, according conceptual approval for all phases of the development and specific approval of Phase I. Specific approval of the remainder of the development (Phases II, III, and IV), was delayed until further review of transportation, wastewater and water quality, pursuant to the provisions of Section 380.06, Florida Statutes, and the terms and conditions of DO.

3. Since the adoption of Resolution No. 86-258, there have been eight (8) amendments to the Saddlebrook Village DO, and those amendments are as follows:

a. Resolution No. 88-256 was issued on September 13, 1988, and approved the relocation of the regional wastewater treatment plant from the west to the east side of I-75; substituted a thirty-eight (38) acre utility site and forty-eight (48) acres of commercial and office use with eighty-six (86) acres of office and light industrial uses; substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres.

b. Resolution No. 91-143 was issued on May 7, 1991, and approved the extension of build-out date for Phase I by less than three (3) years.

c. Resolution No. 91-355 was issued on August 31, 1992, and approved the extension of the build-out dates for Phases II, III, and IV, and the project build-out date by less than three (3) years.

d. Resolution No. 92-31 was issued on October 13, 1992, and approved the establishment of the West Coast Regional Water Supply Authority right-of-way; an easement for the construction of the water transmission main through the project, and the addition of a public supply well.

e. Resolution No. 93-253 was issued on June 8, 1993, and approved the extension of the build-out dates for Phases I, II, III, and IV, and the total project build-out date by less than seven (7)years.

f. Resolution No. 95-18 was issued on October 25, 1994, and approved the extension of the build-out dates for Phases I, II, III, and IV, and the project build-out date by less than seven years.

g. Resolution No. 96-215 was issued on May 14, 1996, and approved the relocation of the residential units and the office/light industrial uses; reduced the office/light industrial acreage by eighty-six (86) acres; increased the residential acreage from 522 to 608 acres; and revised DO relative to funding commitments for roadway improvements.

h. Resolution No. 97-259 was issued on June 3, 1997, and approved the extension of the build-out dates for Phases I, II, III, and IV; the total project build-out date for all phases cumulatively by less than 12 years; allowed for approval of Phase I only; and revised the duration of DO for a period of thirty-one (31) years.

4. Pittway and SB & Associates, hereinafter referred to as "SB," in accordance with Resolution No. 86-258, as amended, and Section 380.06, Florida Statutes, have filed with Pasco County an NOPC and Additional Sufficiency Responses for Saddlebrook Village Development of Regional Impact (DRI No. 129), seeking to amend Map "H"; the project build-out, phasing, and termination date; add an equivalency matrix; obtain specific approval of Phase II (inclusive of Phases III and IV) of the development and update DO conditions relative to transportation, wastewater, water quality and drainage, water supply, natural vegetation and wildlife, solid waste and historical/archeological resources ("NOPC"), which are attached hereto as Composite Exhibit A and incorporated herein by reference.

5. The Board is the local government governing body having jurisdiction over the review and approval of said DRI in accordance with Section 380.06, Florida Statutes.

6. The Board is in receipt of a sufficiency notification from the TBRPC, dated November 13, 2000.

7. The Board has scheduled a public hearing on the above-referenced NOPC.

8. Notice of such public hearings have been published in accordance with Section 380.06, Florida Statutes.

9. The Board has held a public hearing on the above-referenced NOPC on _____, 2001.

10. At said public hearings, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

11. Additionally, at said public hearings, any member of the general public requesting to do so was given the opportunity to present written or oral communications and evidence.

12. The Board has received and considered the TBRPC report on the above-referenced NOPC.

13. SB is the contract purchaser of that property more fully described in Exhibit B; the real property involved in this NOPC is owned by Chilpub, Inc., and a description of said real property is attached hereto as Exhibit C and made a part hereof by reference. Pittway, SB, and Chilpub, Inc., jointly submitted this NOPC.

14. The nature, type, scope, intensity, density, costs, and general impact of the proposed DRI is that which is summarized on composite Exhibit D attached hereto and incorporated by reference herein (TBRPC impact synopsis).

15. The land uses for the area subject to the NOPC include, but are not limited to, residential, office, commercial, industrial, hotel, recreational, and open space. The Future Land Use Designations for the area subject to the NOPC are MU (Mixed Use) and Res-3 (Residential-3.0 du/ga).

16. Zoning on the property, which is subject to the NOPC, is Master Planned Unit Development.

17. The proposed development is consistent with the Pasco County Comprehensive Land Use Plan.

18. The proposed development is not an area of critical state concern as designated pursuant to Section 380.05, Florida Statutes.

B. Specific Conditions Restricting Development

1. Water Quality and Drainage:

a. The Developer has submitted a wetland lake management plan to the Florida Department of Environmental Protection (FDEP) and the Southwest Florida Water Management District (SWFWMD) for review and the plan has been approved by Pasco County, and TBRPC staff. The wetland lake management plan shall be implemented during construction and after completion of the project. The plan addresses the following:

(1) Wetlands to be preserved.

(2) All proposed wetland modifications to accommodate development and/or stormwater discharge and description of modifications.

(a) Roadway crossing of Trout Creek or its tributaries.

(b) Wetland areas that will experience modification in order to accommodate development and/or stormwater discharge and description of the modifications.

(c) Structures and/or facilities utilized to control wetland functions. The interaction between the proposed stormwater systems and the existing wetland areas.

(d) Proposed mitigation for adverse wetland alteration (adequate to protect and preserve the environmental features, functions, and resources associated with the site).

(3) Control of exotic species.

(4) Control of on-site water quality.

(5) Maintenance of natural hydroperiod (no adverse hydroperiod alteration shall be permitted in preservation areas).

(6) Methods for wetland restoration/enhancement.

(7) Quarterly hydroperiod monitoring in wetland systems and contiguous woodlands beginning immediately and continuing for three (3) years following completion of the Phase I drainage system. Monitoring locations will be selected in cooperation with Pasco County, FDEP, and TBRPC.

b. At the time of construction plan approval, the Developer shall submit to Pasco County, FDEP or SWFWMD, and TBRPC delineation and documentation of the postdevelopment 25- and 100-year flood plains and base flood elevations for each increment of construction.

c. The stormwater drainage system shall be designed, constructed, and maintained as follows:

(1) Design of all stormwater retention/detention ponds shall be in accordance with Pasco County and SWFWMD standards.

(2) The master drainage system shall be designed pursuant to Rule 40D-4, FAC. Documentation that these criteria have been met shall be provided in the first annual report.

(3) There shall be no net loss of hydrologic storage capacity in the 100-year flood plain as a result of this development.

d. The Developer has submitted to Pasco County the surface water quality program approved by FDEP or SWFWMD; said program has been instituted for Trout Creek and discharge points and shall continue through project build-out. All water quality analytical procedures shall be documented and comply with EPA/FDEP Quality Control standards and requirements.

e. The Developer has submitted to Pasco County a complete and specific Master Drainage Plan for Phase 1A (west of I-75) which has been approved and constructed, and has provided general information, as required, for the remainder of the project. The plan will be updated and/or revised as appropriate for future development. Said Master Drainage Plan shall consist of a Master Drainage Report, Master Drainage Plan drawings, and all items specified with "Master Drainage Plan Preparation Guidelines for Proposed Developments in Pasco County." In addition, the ownership and maintenance responsibilities for the drainage

system(s) shall be indicated in this plan. The existing wetlands shall be referenced on the plan. The Developer agrees to accept the stormwater runoff of that portion of S.R. 54 which is west of I-75 and adjoining the project (this shall be indicated on the Master Drainage Plan).

f. Parameters for an on-site groundwater monitoring program shall be consistent with FDEP water quality standards. The applicant has worked with Pasco County, FDEP, and Tampa Bay Water to develop a groundwater monitoring program which will ensure that herbicide/pesticide application, hazardous wastes, and/or wastewater discharges do not degrade the groundwater quality. The groundwater monitoring program includes:

(1) Three (3) groundwater wells have been installed at upgradient, intermediate, and downgradient locations on the site with respect to groundwater now and the edges of site boundaries.

(2) All three (3) wells shall be sampled quarterly, before, during, and until two (2) years after build-out to monitor the impact of the development.

(3) Samples shall immediately be returned to a qualified laboratory for analysis and shall include parameters recommended by Tampa Bay Water and mandated by FDEP.

(4) All water quality analytical methods and procedures shall be documented and comply with EPA/FDEP Quality Control standards and requirements.

g. The Developer has submitted to Pasco County and shall provide to TBRPC a copy of the Master Development Plan which indicates the locations of the wastewater and water supply facilities and the locations for groundwater, surface water, and wetlands monitoring.

h. Prior to the design and construction of the proposed golf course, the applicant shall develop and submit for approval to FDEP, SWFWMD, and Pasco County an Integrated Pest Management Plan which addresses minimization of irrigation, fertilizer application, and pesticide/herbicide application.

2. <u>Wetlands</u>

a. Final development plans shall designate and be consistent with TBRPC's definition of preservation and conservation areas in accordance with TBRPC's adopted growth policy, Future of the Region (Sections 2.701 and 2.702).

b. There shall be the preservation of the wetland habitat as shown on Map H, which shall include preservation of Trout Creek and associated hardwood forest as well as preservation of the Cabbage Swamp area.

c. All open space, including preservation/conservation areas and wetlands, shall be dedicated/deeded to a mandatory property owners' association or some other entity(ies) which is acceptable to the County; such entity(ies) shall be responsible for the maintenance of said open space. With the submittal of the Master Drainage Plan, the Developer shall propose who will receive control of said lands and when such control will be dedicated/deeded.

3. Flood Plains

a. The development shall comply with the National Flood Insurance Program, which requires minimum floor elevations above the 100-year flood plain.

4. Soils

a. The Developer shall implement the following:

(1) The methods to overcome soil limitations as identified on Page 15-5 of the ADA.

(2) The soil conservation measures identified on Page 14-7 of the ADA.

(3) The measures to reduce erosion, fugitive dust, and air emissions identified on Page 13-7 of the ADA.

5. Air Quality

a. See Condition 4.a. (3) above.

b. Pasco County shall have the right to require mitigative measures and/or a revision to the Master Development Plan in order to alleviate impacts of the project on ambient air quality.

6. Natural Vegetation and Wildlife

a. In the event that any wildlife species listed in Rules 39-27.03-.05, FAC, are observed frequenting the site for nesting, feeding, and/or breeding, the Developer shall implement proper mitigation measures in compliance with the Florida Fish and Wildlife Conservation Commission (FFWCC) directives.

b. FFWCC has determined the amount of on-site freshwater marshes and wet prairies that are to be preserved as feeding, breeding, or nesting habitat for the Florida Sandhill Crane, Wood Stork, and Southeastern Kestrel. The palmetto prairies habitat currently occupied by the gopher tortoise shall be preserved or the gopher tortoises shall be relocated in consultation with FFWCC. The fulfillment of the requirement is shown on the Master Drainage Plan, the FFWCC Wetland Preservation Map, and each subsequent preliminary/site plans.

c. Representative tracts of major upland vegetation communities as listed on Page 18-11 of the Application for Development Approval (ADA) shall be preserved in their natural state to serve as conservation area. With the Master Drainage Plan submittal, the Developer shall list the upland vegetation communities which will be represented and the general area where they may be found on the site. The preliminary/site plans, if applicable, shall show more specifically those areas which will be conserved.

7. Historical and Archaeological Sites

a. Should any significant historical or archaeological site(s) be discovered, the Florida Division of Historical Resources shall be immediately notified and their recommendation for reservation and excavation shall be implemented.

8. Water Supply

a. The Developer shall update the current Utility Service Agreement signed with Pasco County and coordinate with the Pasco County Utilities Department regarding the previously approved Master Utility Plan and make any revisions deemed necessary.

b. The Developer shall coordinate with the Pasco County Utilities Department regarding the previously approved Master Water Supply Plan and make any revisions deemed necessary. The plan shall indicate any necessary revision to the following:

(1) Identification of water source.

(2) Site of water plant and treatment facilities.

(3) Transmission facilities.

(4) The entity responsible for the design and construction of these facilities.

(5) Pasco County will assume responsibility for plant operation and maintenance.

(6) Consistency with Pasco County water supply plans.

(7) The use of nonpotable water for irrigation.

c. The Developer has conveyed three (3) water production well sites to Pasco County.

9. Wastewater

a. The Developer shall update the current Utility Service Agreement signed with Pasco County and coordinate with the Pasco County Utilities Department regarding the previously approved Master Wastewater Plan and make any revisions deemed necessary.

b. The Developer shall coordinate with the Pasco County Utilities Department regarding the previously approved Master Wastewater Supply Plan and make any revisions deemed necessary. The plan shall indicate any necessary revision to the following:

(1) Location and treatment capacity of proposed plant and type of process (phase specific).

(2) The entity to design, construct, own, and maintain the on-site and off-site treatment plant.

(3) The final methods and sites of effluent disposal.

(4) The location of sludge disposal.

(5) Potential for sinkholes and potential for direct discharge into the aquifer. A lineament study shall be conducted to determine sinkhole potential (relative to potable water withdrawals on the site if necessary) and shall be provided to Pasco County. Results of these studies may require site plan revision as appropriate.

(6) Consistency with Pasco County's long-range wastewater treatment plan and FDEP wastewater treatment and effluent disposal standards.

(7) Appropriate buffering from adjacent land uses.

10. Solid Waste

a. All businesses within the project that are subject to regulation under the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq., as amended, or Part IV of Chapter 403, Florida Statutes, and the rules and regulations adopted thereunder, shall comply with all regulations governing hazardous wastes, including, without limitation, those regulations related to the generation, storage, transportation, treatment, and disposal of hazardous wastes.

b. The Developer shall require all hazardous waste generating tenants to contact the Pasco County Office of Emergency Management prior to site selection and construction; comply with Superfund Amendments and Reauthorization Act (SARA), Sections 302-327, and the Clean Air Act, Section 112 C.F.R.; and coordinate with the proper EMS provider on health care precautions/facilities required prior to occupancy.

c. Any above or belowground storage tanks shall comply with applicable FDEP rules.

11. Energy

a. The energy conservation measures referenced in the ADA (Pages 25-6 and 25-7) along with the utilization of water-saving fixtures will be required, as well as the following methods:

(1) An energy officer will conduct energy audits, establish energy policies, and monitor energy use and conservation (for nonresidential areas).

(2) Programs to promote energy conservation by employees, buyers, suppliers, and the public (for nonresidential areas).

(3) Reduced levels of operation of all air conditioning and lighting systems during nonbusiness hours (for nonresidential areas).

(4) Recycling programs.

(5) Energy-efficient cooling, heating, and lighting system.

(6) Innovative energy conservation features as economically feasible, such as waste heat recovery for hot water or solar power.

12. Transportation

The Saddlebrook development will have a substantial negative impact on several regional highway facilities. Regional roadway link and intersection improvements required to mitigate the negative impacts on transportation facilities from the project are listed in Tables 1 and 2 of this Restated and Amended DO, and in the Phase I improvements described below. Phase I of the project is located generally on the west side of I-75, and Phase II is located generally on the east side of I-75.

a. The development of the west side of the project (west side of I-75) will not be allowed to exceed 1,356 p.m. peak-hour inbound or 1,611 p.m. peak-hour outbound external trip ends;

development of the east side of the project (east of I-75) will not be allowed to exceed 3,954 p.m. peak-hour inbound or 3,690 p.m. peak-hour outbound external trip ends; and the total development of the project (west and east of I-75) will not be allowed to exceed 5,310 p.m. peak-hour inbound or 5,301 p.m. peak-hour outbound external trip ends, as counted pursuant to the section below, and calculated for the unbuilt portion using the latest Institute of Transportation Engineers trip generation rates or rates as approved by Pasco County.

b. Each preliminary/site plan and DRI Annual Report shall summarize the cumulative development quantities and location (west of I-75/east of I-75) including the counted number of p.m. peak-hour external inbound and outbound trip ends, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour external inbound and outbound trip ends to be generated by the proposed preliminary/site plan using the latest ITE trip generation rates or rates as approved by Pasco County.

c. An annual monitoring program to provide p.m. peak-hour counts at the project entrances shall be instituted for the east side of I-75, upon issuance of Certificates of Occupancy (COs) for 301 dwelling units or equivalent land use in Phase I and for Phase II on the west side of I-75 upon issuance of COs for 1,869 dwelling units or equivalent land use in Phase II, and shall continue until project buildout. The program will verify that neither the west side of the project (west of I-75) total number of external trips (2,967), east side of the project (east of I-75) total number of external trips (7,644), nor the total projected number of external trips (10,611) for the development, nor the west side 1,356 inbound or 1,611 external trips, nor the east side 3,954 inbound or 3,690 external trips, nor the total projects 5,310 inbound or 5,301 outbound trips are exceeded. This information shall be provided with the submittal of the Annual Report. The results of the study may also serve as a basis for the Applicant/Developer or reviewing agencies to request DO amendments. If the traffic counts exceed the projections provided in the transportation analysis by more than fifteen (15) percent, the Applicant/Developer will be required to provide a revised transportation analysis, pursuant to Subsection 380.06(19), Florida Statutes.

d. Roadway improvements necessary to mitigate the negative impacts of Phase I and Phase II of the proposed development on transportation facilities are as follows:

Phase I

(1) Funding commitments for the following roadway improvements shall be made by the Developer before development approval of any portion of Phase I will be issued by the County:

(a) At the intersection of C.R. 581 and the south project entrance (east of I-75), construct a left-turn lane for northbound traffic, the project entrance driveway, and provide signalization as warranted by the *Manual of Uniform Traffic Control Devices* (MUTCD). These improvements are of total benefit to the project.

(b) At the intersection of C.R. 581 and the north project entrance (east of I-75), construct a northbound left-turn lane, the project entrance drive, and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(c) At the intersection of S.R. 54 and south project entrance (west of I-75), construct a westbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(d) At the intersection of S.R. 54 and north project entrance (west of I-75), construct a westbound left-turn lane, an eastbound right-turn lane, the project entrance driveway, and signalize as warranted by MUTCD. These improvements are of total benefit to the project.

(2) Payment of transportation impact fees by the Developer shall constitute his proportionate fair share of the following improvements:

(a) At the intersection of the southbound I-75 exit ramp with S.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute 46.5 percent of existing Level of Service (LOS) D peak-hour capacity at the end of Phase I.

(b) At the intersection of I-75 northbound exit ramp with S.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute 39.4 percent of existing LOS D peak-hour capacity at the end of Phase I.

(c) By the end of Phase I, improve C.R. 581 to a four (4) lane, divided arterial from Northwood south to Skipper Road. Saddlebrook Village will contribute between 6.9 percent and 17.2 percent of the existing LOS C daily capacity on various segments of this roadway.

(d) By the end of Phase I, improve S.R. 54 to a four (4) lane, divided arterial from C.R. 581 to C.R. 577. Saddlebrook Village will contribute 44.0 percent of the existing LOS C daily capacity of this roadway.

Phase II

The Developer shall mitigate the transportation impacts for Phase II improvements by designing and constructing six (6) lanes of C.R. 581 from County Line Road (Hillsborough County line), north to S.R. 54 as a pipeline project (and another pipeline project as approved by Pasco County as set forth in Table 3), contingent upon the Board of County Commissioners, including the pipeline projects (as listed in Table 3) in the approved Capital Improvements Plan; funding the I-75 improvement in Pasco County and/or a parallel facility in Pasco County; and payment of impact fees, thereafter. The Developer's proportionate share contribution for the impacts of the project at build-out of Phase II is Thirteen Million Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Three and 00/100 Dollars ($13,737,533.00) (Tables 1 and 2) in Year 2000 dollars. This amount is equal to that calculated pursuant to the formula outlined in Chapter 9J-2.0255(3)(f), FAC, and is equal to the proportionate share of the estimated cost of the improvements described in Tables 1 and 2. On or before the dates referenced in this amended and restated DO, the Developer shall ensure the completion of the pipeline projects through the posting of a Performance Guarantee acceptable to and approved by Pasco County. The amounts of such Performance Guarantee shall be reduced to the extent that the Developer has expended funds for the pipeline improvements which are included in pipelined projects permitted hereunder. As long as

the Developer posts the Performance Guarantee and proceeds with the design and construction of the pipeline projects in accordance with the phasing schedule set forth in Table 3, the Developer's obligation to pay impact fees to the County shall be suspended from the time of posting of the Performance Guarantee until construction of the pipeline projects is completed, provided the cumulative total of impact fees is less than or equal to the Developer's total proportionate fair share contribution, as referenced in Table 3. If the cumulative total of impact fees exceeds the Developer's total proportionate fair share contribution, as referenced in Table 3, then the Developer shall pay impact fees. Upon completion of the pipeline projects and the Developer's receipt from the County of credit for all expenditures for the actual costs of all design, permitting, right-of-way, acquisition and all aspects of construction of the pipeline projects, the obligation to pay any remaining transportation impact fees required as a result of the development of any part of Phase II of the project shall commence. Upon completion of the pipeline projects and payment of the Developer's proportionate fair share for I-75 in Pasco County and/or a parallel facility in Pasco County, the Developer shall then pay transportation impact fees as required by the Transportation Impact Fee (TIF) Ordinance, as amended, for the remainder of the development of any part of Phase II of the project.

a. Prior to approval of the first record plat in Phase II or where platting is not required, prior to the first Building Permit in Phase II, the Developer shall execute a Developer's Agreement for the pipeline projects in Table 3, and provide the County with a Performance Guarantee (acceptable to the County) in the amount of 125 percent of the County-approved engineer's cost estimate of the pipeline projects. The engineer's cost estimate shall include, but not be limited to, the cost of the State Environmental Impact Report (SEIR), design, permitting, right-of-way for mitigation and drainage, and construction costs. On the renewal date of each Performance Guarantee, the Performance Guarantee shall be amended to reflect the cost of all right-of-way, design, permitting, and all aspects of construction of the pipeline projects which are completed as of that date.

b. The pipeline project shall be accomplished, pursuant to the terms of the Development Agreement to be entered into between Pasco County, Pittway, and SB and in accordance with Table 3 and the timetable established therein. The Developer and Pasco County shall within ninety (90) days of the final acceptance of the approved, restated and amended DO, enter into a Developer's Agreement which is consistent with the terms of DO and drafted pursuant to Chapter 163, Florida Statutes, for the purpose of specifically identifying the method of providing the improvements required to be made by the Developer to the roadway network, including design, and right-of-way acquisition guarantees, and the financing mechanism for the construction of the pipeline improvements listed in Table 3. Nothing set forth in the Developer's Agreement shall be inconsistent with the terms or requirements of this DO. Should an amendment to DO create an inconsistency between the terms or requirements of the Developer's Agreement and DO, as restated and amended, the Developer shall, within ninety (90) days of the final approval of DO amendment, amend its Developer's Agreement to resolve any inconsistencies, or there shall be no further Building Permits issued for

Phase II. At a minimum the Developer's Agreement shall include a phasing schedule for the SEIR, design, right-of-way acquisition, permitting, and construction of the pipeline project; audits of actual costs for the improvements; method of payment, etc., in accordance with Table 3, attached hereto. In addition, the manner of receiving and distributing the Developer's proportionate fair share of the I-75 improvement in Pasco County and/or a parallel facility in Pasco County to the Florida Department of Transportation (FDOT) shall be set forth in the said Agreement.

c. General Conditions

(1) Pasco County, with funding and technical assistance provided by the Florida Department of Community Affairs, FDOT, and TBRPC, is assessing the existing and future traffic conditions on S.R. 54 between Little Road and Morris Bridge Road in a study effort known as the "S.R. 54 Corridor Study." The Study is divided into two (2) parts. Part I is expected to be completed by June 30, 2001, and will focus on the portion of S.R. 54 between Little Road and U.S. 41. Part II will focus on that portion of S.R. 54/S.R. 56 east of U.S. 41 to Morris Bridge Road and is expected to be completed by December 31, 2001. The Developers of Saddlebrook Village will be asked to participate in this Study which will address issues relative to traffic congestion, signalization, setback requirements, landscaping, internal traffic circulation systems, and signage. Saddlebrook Village will not be subject to that portion of the Study addressing access points/driveway cuts. The results of the Study will be considered by the Developer in the development of this project.

13. Recreation and Open Space

a. All open space, including preservation/conservation areas and wetlands, shall be dedicated/deeded to a mandatory property owners' association(s) or some other entity which is acceptable to the County; such entity(ies) shall be responsible for the maintenance of said open space. With the submittal of the Master Drainage Plan, the Developer shall propose who will receive control of said lands and when such control will be dedicated/deeded.

14. Educational Facilities

a. Prior to the first site or preliminary plan approval east of I-75, the Developer shall submit to the County proof that there are adequate educational facilities (as determined by the Superintendent of Schools) within an acceptable distance from this development to handle the expected number of students who will live in the development. As an alternative to the preceding sentence, the Developer may donate, within 120 days after written request from the Pasco County District School Board, the fifteen (15) acre school site to Pasco County for donation to the Pasco County District School Board to help offset some of the adverse impacts to the educational facilities generated by this development. If, at the time of dedication/donation, the Pasco County District School Board determines that a more acceptable location exists within the development for the school site and Pasco County, the School Board, and the Developer are able to agree on the new site and acceptable transfer of land use between the new site and the old site (shown as school/park site on the Master Development Plan), then the Pasco County District School Board shall accept the new site, and the Developer

shall amend his Master Development Plan to reflect the change in land uses. A change in the location of the school site and the relocation of land uses which do not result in an increase in development over that approved in DO, when initiated by Pasco County or the Pasco County District School Board, shall not constitute a substantial deviation to DO, as defined in Chapter 380.06, Florida Statutes, nor a substantial change to the Master Planned Unit Development Zoning District.

15. Health Care

a. In lieu of dedication of a four (4) acre fire/police site, the Developer has provided funds for the construction of a 20-foot by 44-foot addition to Fire Station 13 (Angus Valley Fire Station) and has provided funds for constructions of a new driveway for said fire station site. The Developer shall provide up to a five (5) acre site, to be determined during development review, to Pasco County for a library site, which shall be deeded/dedicated to the County within 120 days of a written request by Pasco County.

16. Fire Protection

a. (See Condition 15.a., Health Care).

17. Industrial Parks

a. The only land uses in the industrial park shall be those listed in the SIC Codes in Table 20-6 (Page 20-9, ADA). Any other land uses will be subject to a substantial deviation determination pursuant to Section 380.06, Florida Statutes.

C. Conclusions of Law

1. Based upon the compliance with the terms and conditions of this DO, the provisions of NOPC and Additional Sufficiency Responses, as set forth in Composite Exhibit A, the reports, recommendations, and testimony heard and considered by the Board, the Board hereby finds as follows:

a. That the Saddlebrook Village DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed in NOPC.

b. That the development is consistent with local development regulations.

c. That the development is consistent with the Pasco County Comprehensive Land Use Plan.

d. That the development is consistent with the report and recommendations of the TBRPC.

2. In considering whether this development should be approved subject to conditions, restrictions, and limitations, Pasco County has considered the criteria stated in Section 380.06, Florida Statutes.

3. The review by Pasco County, TBRPC, and other participating agencies and interested citizens indicate that impacts are adequately addressed pursuant to the requirements of Section 380.06, Florida Statutes, with the terms and conditions of this DO and NOPC.

D. General Conditions Restricting Development

1. Development of the area embraced by NOPC shall be governed by the standards and procedural provisions of adopted comprehensive plans, elements thereof, and land development regulations.

2. Construction of all improvements shall be governed by applicable County building, plumbing, electrical, energy, and other codes or regulations.

3. Installation of public facilities shall conform to regulations established in County codes or ordinances establishing such regulations.

4. All of the Developer's commitments set forth in NOPC and summarized in the final report by TBRPC shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this DO.

5. Specific approvals for Phases I and II (to include Phases III and IV), with respect to transportation, wastewater, and water quality, are in accordance with the provisions of Section 380.06, Florida Statutes, and the terms and conditions of this Restated and Amended DO.

6. Prior to the utilization of the land use equivalency matrix, the Developer shall notify Pasco County, TBRPC and FDCA as follows:

a. Submit a letter that elects one of the approved alternate uses for that pod/bubble as identified on Map H.

b. Identify the cumulative density/intensity for that land use that has received preliminary/site plan approval to date and the cumulative density/intensity for that land use that has received Certificates of Occupancy to date.

c. Provide documentation that the alternate use will not create any additional impacts to Pasco County's road network (showing no increase greater than five (5) percent in external trips and distribution based on trip generation), sanitary sewer, and potable water resources.

E. Monitoring Procedures

1. Monitoring of this development shall be at the time of the Annual Report submittal and during review of the development approvals. The local official responsible for monitoring the Saddlebrook Village DRI shall be the County Administrator or his designee.

F. Duration

1. This DO shall take effect on August 19, 1986.

2. The duration of DO shall be a period of twenty-nine (29) years, which may be extended upon a showing of good cause. The conditions of the development entitlement/buildout dates shall be as specified in the Settlement Agreement between Pittway Real Estate and the Florida Department of Community Affairs, dated September 21, 1999. In accordance with the Settlement Agreement, any development undertaken by the Developer, its successors or assigns after December 31, 2010 (except such development which is substantially complete on or before December 31, 2010, as set forth in the Agreement), shall be subject to the

transportation mitigation rule and/or calculation formula in effect at the time application for such development is made. The Developer shall file a NOPC to amend DO to establish such mitigation.

3. The County agrees that the approved DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction for three (3) years from the date of adoption, unless the County can demonstrate that substantial changes in the conditions underlying the approval of DO have occurred, or that DO was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

G. Annual Report

1. Pittway and SB shall provide an annual report to the official responsible for monitoring the DRI to TBRPC, and the State Land Planning Agency on August 19 of each year during the term of DO. The report shall include, at a minimum, the following information:

a. Any changes in the proposed plan of development.

b. Description of the development activities which have occurred over the previous year, including a summary of the number, type, and location of residential units, commercial structures, office structures, and industrial structures.

c. A description of development activity proposed for the next year.

d. A statement setting forth names and addresses of any assignees or successors in interest to this DO.

e. The traffic analysis, field surveys, and report of findings as required in Condition 12.b.(2).

f. The monitoring results of the driveway generation volumes as required in Condition 12.b.(3).

g. Identification of the cumulative and annual density/intensity by land use, based upon the land use equivalency matrix and the approved alternate uses identified on Map H.

H. Amendment/Substantial Deviations

1. All proposed substantial and material changes to a DRI for which a DO has been approved shall be submitted to the Board of County Commissioners for a substantial deviation determination prior to implementation of such changes by the Developer. As used in this paragraph, the term substantial deviation means any change to a previously approved DRI which creates a reasonable likelihood of additional significant adverse regional impacts or any other significant regional impact which was not previously reviewed by the Board of County Commissioners or the Regional Planning Agency.

2. Prior to amending any provision in this development or issuing any substantial deviation determination, the County shall provide TBRPC with reasonable notice of its intent to consider such an amendment. Such notice shall be reasonably calculated to permit TBRPC to appear at the public hearing or present written comments on the proposed change prior to the effective date of the amendment or change.

I. Effect of DO

1. The requirements of, and conditions imposed by, this DO shall constitute regulations or restrictions which restrict the development of the property described in Exhibit C attached hereto. Following the adoption of this DO, all plans for development on the referenced property shall be consistent with the conditions and restrictions recited in this DO. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

2. All development of the property subject to this DO shall substantially conform to NOPC filed by Pittway and SB, unless otherwise modified by the provisions of this DO. Said NOPC and Additional Sufficiency Responses are attached hereto as Exhibit A.

J. Miscellaneous Provisions

1. A Notice of Adoption of this Resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), Florida Statutes, and DO contained herein shall govern the development of the Saddlebrook Village DRI.

2. The County Attorney is hereby authorized and directed to cause a certified copy hereof to be served on the State Land Planning Agency, TBRPC, and upon attorneys of record in these proceedings for Pittway and SB.

3. Funds collected from fees imposed under this DO shall be placed in separate trust accounts for each type of capital improvement for which the fee was collected, including education facilities and public safety facilities. Thereafter monies collected shall be used solely for the expansion of such capital improvements necessitated by the impacts of the development approved in DO.

K. Severability

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of the Resolution shall be construed as not having contained said section, subsection, sentence, clause, or provision, and shall not be effected by such holding.

DONE AND RESOLVED this 23rd day of January, 2001.

(SEAL)

ATTEST:

BY: Ethel H. Phillips, DC
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
STEVE SIMON, CHAIRMAN

APPROVED
JAN 23 2001

WITNESSES:

_____

_____

BY: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

BY: Robert P. Dumas
ATTORNEY

TABLE 1

REQUIRED LINK IMPROVEMENT SCHEDULE

Road Name	From	To	Existing/ Budgeted Geometry	Required Improvement	Improvement Year	Project Percentage		Pk Hour External Project Trips
Dale Mabry Highway	Lutz-Lake Fern Rd	County Line Rd	4D					
I-275	Fletcher Ave	Bearss Ave	6F					
	Bearss Ave	I-75	4F					
I-75	Fowler Ave	Fletcher Ave	6F	8F	2008	80%		8,489
	Fletcher Ave	CR 581	4F	6F	2000	44%	(1)	4,637
	CR 581	I-275	4F					
	I-275	SR 56 Extension	8F/6F	10F	2009	90%		9,550
	SR 56 Extension	SR 54	4F	8F	2000	17%	(1)	1,814
	SR 54	SR 52	4F	6F	2006	60%		6,367
	SR 52	CR 41 (Brooksville Road)	4F	6F	2005	50%		5,308
	CR 41 (Brooksville Road)	SR 50	4F	6F	2005	50%		5,308
SR 54	US 41	Daiquiri Ln	6D					
	Daiquiri Ln	Collier Pkwy	4D	6D	2009	90%		9,550
	Collier Pkwy	Livingston Rd	4D	6D	2010	100%		10,611
	Livingston Rd	SR 56	4D	6D	2010	100%		10,611
	SR 56	Driveway I	2U	4D	2010	100%		10,611
	Driveway I	Driveway H	2U	4D	2010	100%		10,611
	Driveway H	Driveway G	2U	4D	2008	80%		8,489
	Driveway G	Driveway F	2U	4D	2007	70%		7,428
	Driveway F	Pasco Rd	2U	4D	2007	70%		7,428
	Pasco Rd	Driveway D	4D					
	Driveway D	Driveway C	4D					
	Driveway C	Driveway B	4D					
	Driveway B	Driveway A	4D					
	Driveway A	I-75 West	4D					
	I-75 West	I-75 East	2U	6D	2002	20%		2,122
	I-75 East	CR 581	4D	6D	2008	80%		8,489
	CR 581	CR 577	4D	6D	2007	70%		7,428
	CR 577	Morris Bridge Rd	2U					
	Morris Bridge Rd	Coats Rd	2U					
SR 56 Extension	SR 54	I-75	4D					
	I-75	Driveway 5	6D					
	Driveway 5	Driveway 4	6D					
	Driveway 4	Driveway 3	6D					
	Driveway 3	Driveway 2	6D					
	Driveway 2	Driveway 1	6D					
	Driveway 1	CR 581	6D					
SR 52	CR 583	CR 581/Bellamy Bros Rd	2U	4D	2007	70%		7,428
	CR 581/Bellamy Bros Rd	I-75	2U	4D	2005	50%		5,308
	I-75	CR 577/Curley St	2U	4D	2005	50%		5,308
	CR 577/Curley St	CR 579	2U					
Morris Bridge Rd /CR 579	Cross Creek Boulevard	Chancey Rd	2U					
	Chancey Rd	SR 54	2U					
CR 581/Bruce B Downs Blvd	Tampa Palms Blvd	Commerce Palms	4D	6D	2002	20%		2,122
	Commerce Palms	I-75 West	4D	8D	2000	32%	(1)	3,398
	I-75 West	I-75 East	4D	8D	2000	42%	(1)	4,427
	I-75 East	Dona Michele	4D	8D	2000	60%	(1)	6,358
	Dona Michele	Hunters Green	4D	8D	2000	58%	(1)	6,181
	Hunters Green	Cross Creek Boulevard	4D	8D	2004	40%		4,244
	Cross Creek Boulevard	County Line Rd	4D	8D	2000	21%	(1)	2,183
	County Line Rd	SR 56	4D	6D	2006	60%		6,367
	SR 56	Driveway 1A	4D	6D	2010	100%		10,611
	Driveway 1A	Driveway 2A	4D	6D	2010	100%		10,611
	Driveway 2A	Driveway 6A	2U	6D	2008	80%		8,489
	Driveway 6A	Driveway 3A	2U	6D	2007	70%		7,428
	Driveway 3A	Driveway 4A	2U	6D	2006	60%		6,367
	Driveway 4A	Driveway 5A	2U	6D	2006	60%		6,367
	Driveway 5A	SR 54	2U	6D	2006	60%		6,367
Pasco Rd	SR 54	Quail Hollow	2U					
Bearss Ave	Florida Ave	I-275	4D	6D	2000	86%	(1)	9,164
CR 577	SR 54	CR 579	2U	4D	2006	60%		6,367
Livingston Rd	County Line Rd	SR 54	2U					
County Line Rd	Dale Mabry Hwy	US 41	2U					
	US 41	Collier Pkwy	2U					
Cross Creek Blvd.		Morris Bridge Rd	N/A	2U				
Collier Pkwy	CL Road Ext	SR 54	4D					

(1) Based on project traffic consuming less than 5% of the existing/budgeted capacity.

TABLE 2

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE

Intersection	Required Improvements (1)	Improvement Year	Project Percentage	Peak Hour External Project Trips
SR 54 & Collier Pkwy.	NB Left SB Left	2009	90%	9,550
SR 54 & Livingston Ave.	Signalization	2010	100%	10,611
SR 54 & CR 577	WB Right	2007	70%	7,428
SR 54 & Morris Bridge Rd.	EB Right NB Right	2007	70%	7,428
SR 52 & CR 579	EB Left EB Right WB Left NB Left	2005	50%	5,306
SR 52 & CR 577	NB Right NB Left SB Right SB Left	2005	50%	5,306
SR 52 & I-75 (East)	NB Left	2005	50%	5,306

TABLE 2 (Continued)

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE

Intersection	Required Improvements (1)	Improvement Year	Project Percentage	Peak Hour External Project Trips
Livingston Ave. & County Line Rd.	Realignment	2005	50%	5,306
CR 581 & SR 56	EB Right	2006	60%	6,367
CR 581 & County Line Rd.	EB Right WB Left	2000	21%	2,183 (2)
CR 581 & Cross Creek Blvd.	2 EB Left 2 WB Left	2000	21%	2,183 (2)
CR 581 & Dona Michelle	WB Left WB Right EB Left EB Right	2000	58%	6,181 (2)
CR 581 & I-75 (South)	EB Left	2000	32%	3,398 (2)
SR 56 & I-75 (West)	SB Left	2000	17%	1,814 (2)
Bearss Ave. & Florida Ave.	EB Right SB Right	2000	86%	9,164 (2)
SR 56 & Project Driveway 4	Signalization	(3)	(3)	(3)

TABLE 2(Continued)

ROADWAY INTERSECTION IMPROVEMENT SCHEDULE

Intersection	Required Improvements (1)	Improvement Year	Project Percentage	Peak Hour External Project Trips
CR 581 & Project Driveway 3A	Signalization	(3)	(3)	(3)
CR 581 & Project Driveway 4A	Signalization	(3)	(3)	(3)

(1) Additional intersection improvements beyond the link improvements identified in Table SR-6.

(2) Based on project traffic consuming less than 5 percent of the existing/budgeted link capacity.

(3) Will be installed when the intersection meets minimum signal warrant volume requirements and is approved by FDOT or Pasco County.

TABLE 3

YEAR	PROJECT A (1) TASK	PROJECT A (1) COST	PROJECT B (1) TASK	PROJECT B (1) COST	PROJECT C (1) TASK	PROJECT C (1) COST	TOTAL
2001							
2002	Design (2)	$158,629					$158,629
2003	Design (2)	$158,629					$158,629
2004	Design (2)	$158,630					$158,630
2005	Construction	$2,617,379					$2,617,379
2006	Construction	$2,617,379					$2,617,379
2007			FDOT	$1,700,344	Design	(3)	$1,700,344
2008			FDOT	$1,700,344	Right-of-Way	(3)	$1,700,344
2009					Construction	(3)	
2010					Construction	(3)	
2011							
2012							
Total		$5,710,646		$3,400,688			$13,737,533 (3)

(1) Pipeline Project

- Project A - Six lane CR 581 from County Line Road to SR 54.
- Project B - Payment to FDOT - I-75
- Project C - To be determined, or if no project is determined, the developer shall pay transportaion impact fees in accordance with the Transportation Impact Fee (TIF) Ordinance, as amended.

(2) Design phase may include State Environmental Impact Report, Design, Permitting, and Right-of-Way Acquisition, if required.

(3) Total Costs of Projects A, B and C to Equal $13,737,533 (Calculated in Year 2000 Dollars).

MAP H

Located in Original Development Order Book

EXHIBIT A

Composite Exhibit A Includes Notice of Proposed Change Application, Sufficiency Response (June 2000), and Sufficiency Response (September).

EXHIBIT B

Legal Description for SB & Associates.

EXHIBIT "B"

DESCRIPTION:

PARCEL 1:

All that part of Section 26, Township 26 South, Range 19 East, lying East of the Right of Way of Interstate Highway 75 as now established: LESS the South 461 acres.

All of Section 23, Township 26 South, Range 19 East, lying East of the Right of Way of Interstate Highway 75 as now established.

AND LESS that part of Section 23, Township 26 South, Range 19 East being described as follows:

Begin at the Northeast corner of the Northeast 1/4 of Section 23, Township 26 South, Range 19 East run South 89°05'49"W. 176.12 feet to the Southerly existing limited access right of way line 14140 – 2401, thence South 33°55'52" West 134.12 feet, thence run South 88°09'08" East to the East boundary of said Section 23 run thence North along said east boundary of Section 23 to the Point of Beginning.

All of the above lying and being in Pasco County, Florida.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land being in Sections 23 and 26, Township 26 South, Range 19 East, Pasco County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Section 23, thence run along the South line of said Section 23, North 89°45'55" West, 1410.23 feet to the POINT OF BEGINNING: thence South 00°14'55" West, 913.18 feet: thence North 89°06'34" West, 2350.00 feet to a point on the Easterly right of way line of Interstate 75; thence along said Easterly right of way line, North 37°17'39" East, 2339.30 feet; thence South 45°49'01" East, 1756.75 feet to the Point of Beginning.

PARCEL II:

That portion of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, lying Southeasterly of State Road 93 (Interstate 75) and lying South and East of State Road 54.

AND

That portion of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, lying Southeasterly of State Road 93 (Interstate 75) and less right-of-way for State Road 581.

AND

Sections 24 and 25, Township 26 South, Range 19 East, Pasco County, Florida, less right-of-way

for State Road 581.

LESS AND EXCEPT THE FOLLOWING:

That portion of Sections 13 and 24, Township 26 South, Range 19 East, Pasco County, Florida described in O.R. 1047, Page 804, Public Records of Pasco County, Florida.

LESS AND EXCEPT THE FOLLOWING:

That portion of Section 25, Township 26 South, Range 19 East, Pasco County, Florida Deeded to Pasco County for State Road 56 Right of Way as described in O.R. 3637, Page 1930, Public Records of Pasco County, Florida.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land located in Section 25, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 25 for a Point of Reference: thence along the North line of said Section 25, South 89 degrees 43'11" West, 1350.00 feet; thence leaving said line, South 0 degrees 16"48" East, 100.00 feet to a point on the South line of a Florida Power Corporation easement, said point also being the Point of Beginning; thence continue South 0 degrees 16' 48" East, 208.71 feet; thence South 89 degrees 43'11" West, 208.71 feet: thence North 0 degrees 16' 48" West 208.71 feet to a point on the South line of said easement; thence along said easement, North 89 degrees 43'11" East, 208.71 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

PARCEL A

That portion of Section 24, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 26 South, Range 19 East, Pasco County, Florida; thence on the South boundary thereof S.89 degrees 40'53" W., a distance of 490.54 feet to the Point of Beginning; thence continue on said South boundary S.89 degrees 40'53" W., a distance of 345.00 feet; thence departing said South boundary N.00 degrees 19' 07" W, a distance of 295.32 feet; thence parallel with said South boundary N.89 degrees 40' 53" E., a distance of 345.00 feet; thence S.00 degrees 19' 07" E., a distance of 295.32 feet to the Point of Beginning.

PARCEL B

Non-exclusive easement for the benefit of Parcel A, for the purpose of ingress and egress and values over and across the land described as follows:

Commence at the Southeast corner of Section 24, Township 26 South, Range 19 East, Pasco County, Florida; thence on the South boundary thereof S.89 degrees 40'53" W., a distance of 490.54 feet to the Point of Beginning; thence departing said South boundary N.00 degrees 19' 07" W., a distance of 20.00 feet; thence parallel with said South boundary N.89 degrees 40' 53" E., a distance of 393.21 feet to a point on the West right-of-way line of State Road 581; thence on said right-of-way line S.00 degrees 27'42" W., a distance of 20.00 feet to a point on aforesaid South boundary of Section 24' thence on said South boundary S.89 degrees 40'53" W., a distance of 392.94 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

That portion of Section 25, Township 26 South, Range 19 East, Pasco County, Florida, being a part of Department of Transportation Parcel 100, as per Section 14140-2415, for State Road No. 93 described as follows:

A parcel of land being a portion of the Southwest 1/4 and the Southeast 1/4 of Section 25, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

Commence at the 1/2" capped iron rod LB, #2168 marking the Northwest corner of the Southeast 1/4 of Section 25, Township 26 South, Range 19 East, Pasco County, Florida; thence along with West line of the Southeast 1/4 of said Section 25, S.00°29'10"W., a distance of 2526.56 feet to the POINT OF BEGINNING; thence leaving said West line, S.84°14'23"E., a distance of 43.52 feet; thence N.88°38'08"E., a distance of 1199.99 feet; thence N.86°29'16"E., a distance of 400.29 feet; thence N.88°38'08"E., a distance of 500.00 feet; thence S.84°14'22"E., 201.56 feet; thence N.88°38'08"E., a distance of 193.55 feet; thence N.00°30'39"E., a distance of 312.23 feet; thence N.07°38'09"., a distance of 80.62 feet; thence N.00°30'39"E., a distance of 520.00 feet, to the existing West right-of-way line of County Road 581; thence along said West right-of-way line, S.89°29'21"E., a distance of 10.00 feet; thence continuing along said West right-of-way line S.00°30'39"W., a distance of 911.82 feet; thence S.88°38'08"W., a distance of 5214.16 feet to the West line of the Southwest 1/4 of Section 25; thence along said West line of the Southwest 1/4 of Section 25, N.00°28'57"E, a distance of 34.04 feet to the intersection with a non-tangent curve concave Northerly, having a radius of 2141.83 feet; thence leaving said West line and Easterly along said curve 194.12 feet, through a central angle of 05°11'34" (Chord Bearing S.88°46'05"E., a distance of 194.05 feet) to a tangent line; thence N.88°38'08"E., a distance of 1505.66 feet; thence N.82°55'28"E., a distance of 100.50 feet; thence N.88°38'08"E., a distance of 700.00 feet; thence S.84°14'22"E., a distance of 158.04 feet to the POINT OF BEGINNING.

Containing 2.822 acres, more or less.

LESS AND EXCEPT THE FOLLOWING:

(REVISED NORTH COMMERCIAL PARCEL)

DESCRIPTION: That portion of Section 12, Township 26 South, Range 19 East, Pasco County,

Florida, lying Southeasterly of State Road 93 (Interstate Highway No. 75) and lying South and East of State Road 54 together with a part of that portion of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, lying Southeasterly of State Road 93 (Interstate Highway No. 75) and less right-of-way for State Road 581, and being more particularly described as follows:

Commence at the Southeast corner of said Section 13, run thence N.89°49'19"W., 108.09 feet along the South boundary of said Section 13 to a point on the West right-of-way line of County Road No. 581; thence N.00°28'44" E., 2290.11 feet along said West right-of-way line to the POINT OF BEGINNING; thence N.89°31'16"W., 1313.32 feet to a point of curvature; thence Northwesterly, 567.23 feet along the arc of a curve to the right having a radius of 500.00 feet and a central angle of 65°00'00" (chord bearing N.57°01'16"W., 537.30 feet) to a point of tangency; thence N.24°31'16"W., 139.98 feet to a point of curvature; thence Northwesterly 214.02 feet along the arc of a curve to the left having a radius of 400.00 feet and a central angle of 30°39'20" (chord bearing N.39°50'56"W., 211.47 feet) to a point of tangency; thence N.55°10'36"W., 618.63 feet; thence N.73°20'36"W., 677.55 feet to a point on the Easterly Limited Access right-of-way line of State Road No. 93 (Interstate Highway No.75); thence along said Easterly Limited Access right-of-way line the following 5 (five) courses: 1) N.33°54'03"E., 4302.35 feet; 2)N.46°34'53"E., 410.00 feet; 3)N.33°54'03"E., 650.00 feet; 4)N.81°04'17"E., 121.48 feet; 5)N.12°32'03"E., 20.00 feet to a point on the Southerly right-of-way line of State Road No. 54; thence S.77°27'57E., 92.07 feet to a point on the East boundary of the aforesaid Section 12; thence S.00°19'43"W., 2555.56 feet along said East boundary to the Southeast corner of said Section 12; thence S.00°36'28"W., 1596.58 feet along the East boundry of the aforesaid Section 13 to a point on a curve on the West right-of-way line of said County Road No. 581; thence Southwesterly, 1170.04 feet along the arc of a curve to the left having a radius of 5861.58 feet and a central angle of 11°26'13" (chord bearing S.06°11'50"W., 1168.10 feet) along said West right-of-way line to a point of tangency; thence S.00°28'44"W., 238.03 feet along said West right-of-way line of said County Road No. 581, to the POINT OF BEGINNING.

Containing 232.493 acres, more or less.

DESCRIPTION: a parcel of land lying in Section 13, Township 26 South, Range 19 East, Pasco County, Florida, said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 13, run thence N.89°49'19"W., 108.09 feet along the South boundary of said Section 13 to a point on the Westerly right-of-way line of State Road No. 581; thence N.00°28'44"E., 1240,11 feet along said Westerly right-of-way line to the POINT OF BEGINNING; thence N.89°31'16"W., 790.00 feet; thence N.46°30'17"W., 1050.00 feet; thence S.82°08'24"W., 1653.98 feet; thence N.56°05'57"W., 871.20 feet to a point on the Easterly Limited Access right-of-way line of Interstate Highway No. 75; thence N.33°54'03"E., 1447.65 feet along said Easterly Limited Access right-of-way line; thence S.73°20'36"E., 677.55 feet; thence S.55°10'36"E., 618.63 feet to a point of curvature; thence Southeasterly, 214.02 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 30°39'20" (chord bearing S.39°50'56"E., 211.47 feet) to a point of tangency; thence S.24°31'16"E., 139.98 feet to a point of curvature; thence Southeasterly, 567.23 feet along the arc of a curve to the left having a radius of 500.00 feet and a central angle of 65°00'00" (chord bearing S.57°01'16"E., 537.30 feet) to a point of tangency; thence S.89°31'16"E., 1313.32 feet to a point on the Westerly right-of-way line of State Road No. 581; thence S.00°28'44"W., 1050.00 feet along said Westerly right-of-way line to the POINT OF BEGINNING.

Containing 90.170 acres, more or less.

EXHIBIT C

Legal Description for Pittway.

Exhibit "C"

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section II and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12" E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02 feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence

S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N.73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

EXHIBIT D

Project Summary.

EXHIBIT "D"

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed use, residential, industrial, office, commercial and recreation

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	744.6 Acres
Office	34.0 Acres
Commercial	188.5 Acres
Industrial	36.9 Acres
Hotels	10.9 Acres
Open Space	1,510.0 Acres

PHASING SCHEDULE:

	Residential D.U.	Commercial SF	Industrial SF (Includes Wholesale & Warehouse)	Office SF	Hotel Rooms
Phase I	603	200,000	400,000	350,000	0
Phase II	3,738	1,440,000	0	50,000	400
Build-out Totals	4,341	1,640,000	400,000	400,000	400

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures: $850,000,000

Within Region $765,000,000

AD VALOREM TAX YIELD:

Estimated Annual Ad Valorem Tax Yield After Build-out $ 13,725,000

SEWAGE TREATMENT:

Estimated Average Daily Flows at Build-out 1,159,4825 gallons per day (gpd)

WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out 1,281,650 gpd

Non-Potables (Reclaimed Water) 2,567,800 gpd

SOLID WASTE:

Estimated Average Daily Generation at Build-out 41.67 tons per day

Water Requirement at Build-out

ENERGY

Projected Average Daily Electrical Requirement at Build-out 522,658 kilometers

Peak Hour Demand (Residential Only): 28,296 kilometers

NUMBER OF DWELLING UNITS: 4,341

PHASING OF DWELLING UNITS BY TYPE:

	Single Family	Townhomes	Apts.	Total by Phase
Phase I	603	0	0	603
Phase II	1,691	321	1,726	3,738
Total by Type	2,294	321	1,726	4,341

PRICE RANGE OF DWELLING UNITS:

31	Percent Below	$150,000
48	Percent	$200,000
21	Percent Over	$200,000

TOTAL PROJECTED POPULATION: 11,841

PRIMARY TRANSPORTATION NETWORK: I-75, SR 54, SR 56, and CR 581

TRANSPORTATION:

Average Daily Trips (ADT): 118,088 Trip Ends

Peak Hour Trips: 11,367 Trip Ends

Phase I BUILD-OUT: August 15, 2002

Phase II BUILD-OUT: August 15, 2010

ECT BUILD-OUT: 2010

NOTICE OF ADOPTION OF A RESTATED AN AMENDED DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 01-108 dated January, 2001, has adopted a restated and amended development order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit C of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit C nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

STEVE SIMON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED
JAN 23 2001

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 23rd day of January, 2001.

COUNTY COMMISSIONERS ORGANIZED JUNE 2ND *1887* PASCO COUNTY, FLORIDA

Elaine H. Phillips, DC
~~Notary Public~~ Deputy Clerk
~~State of Florida at Large~~
~~My Commission Expires:~~

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

BY: Robert D. Sumner
ATTORNEY

gm/sadbrk05(22)

PASCO COUNTY, FLORIDA

GROWTH MANAGEMENT/ZONING DEPT.
WEST PASCO GOVERNMENT CENTER
7530 LITTLE ROAD, S-320
NEW PORT RICHEY, FL 34654
(813) 847-8132

June 17, 1997

Mr. J. Thomas Beck, Chief
Bureau of Local Planning
FL Dept. of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Saddlebrook Village Development of Regional Impact/
Development Order Amendment

Dear Mr. Beck:

The Pasco County Board of County Commissioners held a public hearing to determine if proposed changes to the Saddlebrook Village Development of Regional Impact created a substantial deviation. The Board met on June 3, 1997, and determined the proposed changes did not create a substantial deviation to the development order and did not require further Development of Regional Impact review

An executed original of Resolution No. 97-259 amending the development order and the Notice of Adoption are enclosed for your records.

If you have any questions or require additional information, please contact me.

Sincerely,

Deborah J. Bolduc

Deborah J. Bolduc
Planner II

DJB/ca

cc: Tim Butts, AICP, DRI Coordinator, TBRPC (w/original enclosure)
Kent Fast, Transportation Planner, F.D.O.T. (w/copy enclosure)
J. Benjamin Harrill, Figurski and Harrill, P.A. (w/original enclosure)
David Winkler, Sr. Transportation Planner, Hillsborough County (w/copy enclosure)
Samuel P. Steffey II, Growth Management Administrator (w/o enclosure)

BY COMMISSIONER_____ RESOLUTION NO. 97-259

SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT

RESOLUTION AMENDING RESOLUTION NO. 86-258, EXTENDING THE PHASE BUILD-OUT DATES BY FIVE (5) YEARS PURSUANT TO 380.06 (19), FLORIDA STATUES, AS AMENDED.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact development order approving, with conditions, the Saddlebrook Village Development of Regional Impact; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a 38-acre utility site and forty-eight (48) acres of commercial and office use with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, nd two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-355, which approved an extension of the build-out dates for Phases II, III, and IV and a total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners of Pasco County adopted by Resolution No. 92-31, which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well, CY 4, all as delineated on Attachment "F" of the

March 20,1992, Notice of Proposed Change document; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners of Pasco County adopted Resolution No. 93-253, which approved an extension of the build-out dates for Phases I, II, III, and IV and a total project build-out date by less than five (5) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners of Pasco County adopted Resolution No. 95-18, which approved an extension of the build-out dates for Phase I, II, III and IV and a total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on May 14, 1996, the Board of County Commissioners of Pasco County adopted Resolution No. 96-215, which authorized the redistribution of certain residential and office/light industry uses within the project, reduced the acreage designated O/LI land uses, increased the acreage designated for residential units, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on March 17, 1997, Pittway Real Estate filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes, seeking to extend the build-out dates for PHases I, II, III and IV and the total project build-out dates by an additional five (5) years.

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and light industrial development.

2. Pittway Real Estate has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form RPM-BSP-PROPCHANGE-1.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Growth Management, the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs.

4. The proposed change would extend the build-out dates of all phases cumulatively by less than twelve (12) years.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on June 3rd, 1997.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Development Services Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended incorporating the following changes.

3. The phase build-out dates are amended to read as follows:

Phase I	August 15, 2002
Phase II	August 15, 2006
Phase III	August 15, 2010
Phase IV	August 15, 2017
Project Build-Out	August 15, 2017

These phase build-out dates are applicable to all references to phase build-out dates in Resolution No. 86-258, as amended.

4. Paragraph B.12 of the development order is hereby amended to read as follows:

According to TBRPC's final report, the applicant elected not to provide a detailed traffic analysis, as required by Section 380.06, F.S., for the latter phases of the development (Phases II, III, and IV). Consequently, specific approval is being requested for Phase I only, which is to be completed by 2002. Net external trips at the end of Phase I are projected to total 26,673 per day and 2800 in the PM peak hour. By the completion of Phase I, CR 54 and CR 581 will need to be improved to become four-lane divided artierials. In addition, improvements will be needed to the I-75/CR 54 interchange, along with additional right-of-way. The existing configuration of the I-75/CR 54 interchange limits roadway visibility and safe turning movements.

5. Paragraph F.2 of the development order is hereby amended to read as follows:

> The duration of the DO shall be a period of 31 years, provided that the effective period may be extended by the Board upon a showing of good cause. If the development does not commence within three years of the date of adoption, the County may deem this as noncompliance of the DO and, thus, a substantial deviation.

6. Exhibit "B" of the Development Order is hereby amended to depict revised build-out dates (see Exhibit "B" attached).

DONE AND RESOLVED this 3RD day of June, 1997.

(SEAL)

ATTEST:

BY: Donalee Schmidt/dc
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: David H. Clark
DAVID H. CLARK, JR., CHAIRMAN

APPROVED
JUN 03 1997

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: _____
Attorney

EXHIBIT "B"
PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed-use residential, industrial, office, commercial and recreation.

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	608 Acres
Office	63 Acres
Commercial	145 Acres
Industrial	129 Acres
Hotels	25 Acres
Open Space	1,500 Acres (includes lakes)

PHASING SCHEDULE:

	Residential D.U.	Commercial S.F.	Industrial S.F. (Includes Wholesale & Warehouse)	Office S.F.	Hotel Rooms
Phase I (2002)	603	200,000	400,000	350,000	0
Phase II (2006)	1,069	170,000	400,000	530,000	300
Phase III (2010)	1,194	1,230,000	400,000	320,000	300
Phase IV (2017)	1,740	290,000	800,000	0	0
Build-out Totals	4,606	1,890,000	2,000,000	1,200,000	600

CONSTRUCTION EXPENDITURES:
Estimated Total Construction Expenditures $745,400,000
Within Region $670,860,000 (90 percent)

AD VALOREM TAX YIELD:
Estimated Annual Ad Valorem Tax Yield After Build-out $10,000,000

SEWAGE TREATMENT:
Estimated Average Daily Flows at Build-out 1,623,100 gallons per day (gpd)

WATER SUPPLY:
Estimated Total Average Daily Water Requirement at Build-out 3,808,000 gpd
Potable: 1,943,000 gpd
Non-Potable: 1,865,000 gpd

SOLID WASTE:
Estimated Average Daily Generation at Build-out: 23.41 tons/day (212.81 cubic yards/day)

ENERGY:
Projected Average Daily Electric Requirement at Build-out 522,658 kilowatts
Peak Hour Demand (Residential) 28,296 kilowatts

NUMBER OF DWELLING UNITS: 4,606

PHASING OF DWELLING UNITS BY TYPE:

	Single-Family	Condominium	Duplex/ Triplex	Apartments	Total by Phase
Phase I (2002)	603	0	0	0	603
Phase II (2006)	120	480	229	240	1,069
Phase III (2010)	0	478	320	396	1,194
Phase IV (2017)	0	1,740	0	0	1,740
Total by Type	723	2,698	549	636	4,606

PRICE RANGE OF DWELLING UNITS:
31 percent - below $100,000
48 percent - $200,000
21 percent - over $200,000

TOTAL PROJECTED POPULATION: 10,085

PRIMARY TRANSPORTATION NETWORK: I-75, CR 54 and CR 581

TRANSPORTATION:
Average Daily Trips (ADT) 140,584
Peak Hour Trips: 14,440

BUILD-OUT: 2017

NOTICE OF ADOPTION OF AMENDMENT OF THE DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT (DRI)

PURSUANT TO SECTION 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners by Resolution No. 97-259, dated June 3, 1997, has adopted an amendment to the Development Order for the Saddlebrook Village Development of Regional Impact (DRI). The above-referenced Development Order, as amended, constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property concerned, the Development Order, and the Resolution amending the Development Order may be examined upon request at the Office of the Clerk of the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit "A" or actual or constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statues.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
David H. Clark, Jr.

APPROVED
JUN 03 1997

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 3rd day of June, 1997, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA. He is personally known to me and did not take an oath.

Donalee Schmidt
~~Notary Public~~ Deputy Clerk
DONALEE SCHMIDT
Printed Name ~~of Notary~~

My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of County Attorney

By: _____

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

EXHIBIT A

SADDLEBROOK VILLAGE
DRI #129

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

R1995731 V5984165 10/26
REFERENCE # 115002
RECORDING/INDEXING
RECORDS MODERNIZATION FEE
TOTAL:
115002 CHARGED
CECINO 01-A AMT PAID:

PASCO COUNTY, FLORIDA

FAX (813) 847-8084
DADE CITY (352) 521-4274
LAND O' LAKES (813) 996-7341
NEW PORT RICHEY (813) 847-8132

GROWTH MANAGEMENT/ZONING DEPT.
WEST PASCO GOVT. CENTER, S-320
7530 LITTLE ROAD
NEW PORT RICHEY, FL 34654

June 6, 1996

Mr. J. Benjamin Harrill
Figurski and Harrill, P.A.
Attorneys at Law
The Holiday Tower
2435 U.S. 19 North, S-350
Holiday, FL 34691

RE: Saddlebrook Village Development of Regional Impact (DRI) Development Order (DO) Amendment

Dear Mr. Harrill:

The Pasco County Board of County Commissioners approved the Saddlebrook Village DO amendment and the Master Planned Unit Development amendment on May 14, 1996. Enclosed are certified copies of the Notice of Adoption and Resolution No. 96-215 amending Resolution No. 86-258. If you have any questions, please contact me.

Sincerely,

Deborah J. Bolduc

Deborah J. Bolduc
Planner II

DJB/s060502:ltr

Enclosures

cc: ✓Tim Butts, AICP, DRI Coordinator, Tampa Bay Regional Planning Council, 9455 Koger Boulevard, St. Petersburg, FL 33702
Samuel P. Steffey II, Growth Management Administrator

MISSIONER _____ RESOLUTION NO. 96-215

SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT
DEVELOPMENT ORDER AMENDMENT

RESOLUTION AMENDING RESOLUTION NO. 86-258, BY AUTHORIZING THE RELOCATION OF PREVIOUSLY APPROVED RESIDENTIAL UNITS AND OFFICE/LIGHT INDUSTRIAL USES.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact development order approving, with conditions, the Saddlebrook Village Development of Regional Impact; and

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a 38-acre utility site and forty-eight (48) acres of commercial and office use with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-355, which approved an extension of the build-out dates for Phases II, III, and IV and a total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners of Pasco County adopted by Resolution No. 92-31, which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well, CY 4, all as delineated on Attachment "F" of the March 20, 1992, Notice of Proposed Change document; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners of Pasco County adopted Resolution No. 93-253, which approved an extension of the build-out dates for Phases I, II, III, and IV and a total project build-out date by less than five (5) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners of Pasco County adopted Resolution No. 95-18, which approved an extension of the build-out dates for Phases I, II, III, and IV and a total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on November 3, 1995, Pittway Real Estate, Inc., filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes; and,

WHEREAS, while the requested changes are presumed not to be a substantial deviation and are not necessarily subject to a public hearing or a substantial deviation determination by the local government, the Board of County Commissioners did conduct a public hearing on the notification requesting a change to an approved Development Order on April 16, 1996; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and light industrial development.

2. Pittway Real Estate, Inc., has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form RPM-BSP-PROPCHANGE-1.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Growth Management, the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs.

4. The proposed change would amend the existing Development Order for the DRI as follows:

a. Relocation of 515 approved residential units from residentially designated parcels on the east side of Interstate 75 to an area west of Interstate 75 that is currently designated for O/LI (Office/Light Industrial) uses. The 515 units are a combination of a 330-unit reduction in an area designated for medium density residential development and a 185-unit reduction in an area designated for high density residential development. The relocation of residential units will occur in an area totaling 141 acres.

b. Relocation of the O/LI (Office/Light Industrial) uses located west of Interstate 75 to a site located east of Interstate 75 in the southern portion of the project. The relocation of the O/LI (Office/Light Industrial) uses will occur in an area totaling 55 acres.

c. Reduction in the acreage designated for O/LI (Office/Light Industrial) uses by 86 acres. The reduction is a result of the shifting in the residential density and O/LI (Office/Light Industrial) uses. No change to the approved gross floor area is proposed.

d. Increase the acreage designated for residential use from 522 acres to 608 acres. No change to the total number of approved residential units is proposed.

e. Amend the Land Use Summary on the Master Plan as follows:

Land Use	Acreage	Density
Low Density Residential	211 acs. to 352 acs. (+141 acs/+66.8%)	417 du to 932 du (+515 du/+123.5%)
Medium Density Residential	118 acs. to 63 acs. (-55 acs./-46.6%)	645 du to 315 du (-330 du/-51.26%)
High Density Residential	No Change	2,370 du to 2,185 du (-185 du/-7.8%)
Office/Light Industrial	215 acs. to 129 acs. (-86 acs./-40%)	

f. Adopt a revised Master Plan to reflect the changes in land uses.

g. Convert Phase I residential units to all single-family units at a density of 3.3 units per acre to 4.5 units per acre.

h. Amend Exhibit "B", Project Summary, to reflect the changes to the revised Master Plan.

i. Section B.12.a (Alternative I) (1) of the DO is amended to read:

(1) Funding commitments for the following roadways shall be made by the developer before development approval of any portion of Phase I will be issued by the County:

(a) At the intersection of C.R. 581 and the south project entrance (east of I-75), construct a left-turn lane for northbound traffic, the project entrance driveway, and provide signalization as warranted by the Manual of Uniform Traffic Control Devices (MUTCD). These improvements are of total benefit to the project.

(b) At the intersection of C.R. 581 and the north project entrance (east of I-75), construct a northbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(c) At the intersection of C.R. 54 and the south project entrance (west of I-75), construct a westbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(d) At the intersection of C.R. 54 and the north project entrance (west of I-75), construct a westbound left-turn lane, an eastbound right-turn lane, the project entrance driveway, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(2) <u>Payment of transportation impact fees by the developer shall constitute his proportionate fair share of the following improvements:</u>

(a) At the intersection of the southbound I-75 exit ramp with C.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute 46.5 percent of existing Level of Service (LOS) D peak-hour capacity at the end of Phase I.

(b) At the intersection of the I-75 northbound exit ramp with C.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute 39.4 percent of existing LOS D peak-hour capacity at the end of Phase I.

(c) By the end of Phase I, improve C.R. 581 to a four-lane, divided arterial from Northwood south to Skipper Road. Saddlebrook Village will contribute between 6.9 percent and 17.2 percent of the existing LOS C daily capacity on various segments of this roadway.

(d) By the end of Phase I, improve C.R. 54 to a four-lane, divided arterial from C.R. 581 to C.R. 577. Saddlebrook Village will contribute forty-four percent (44.0%) of the existing LOS C daily capacity of this roadway.

j. Section B.12.b (General Conditions) (3) of the DO shall be amended to read:

The developer shall <u>dedicate</u> sufficient land (as determined by the County Engineer after consultation with the Florida Department of Transportation) along the project's southern boundary to accommodate one-half of a six-lane, divided, arterial roadway. The developer shall contribute his fair share of the cost for the design and construction of the northern two (2) lanes of this divided roadway extending west from C.R. 581 to the westerly boundary of this development. <u>The payment of transportation impact fees and dedication of right-of-way by the developer shall constitute his proportionate fair share of the cost for the design and construction of this roadway.</u> Construction of this roadway shall be completed prior to the completion of construction of the new I-75 interchange proposed west of the project.

The developer shall dedicate said right-of-way within 120 days after written notification from the Board.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on April 16, 1996.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Development Services Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended incorporating the following changes:

a. Relocation of 515 approved residential units from residentially designated parcels on the east side of Interstate 75 to an area west of Interstate 75 that is currently designated for O/LI (Office/Light Industrial) uses. The 515 units are a combination of a 330-unit reduction in an area designated for medium density residential development and a 185-unit reduction in an area designated for high density residential development. The relocation of residential units will occur in an area totaling 141 acres.

b. Relocation of the O/LI (Office/Light Industrial) uses located west of Interstate 75 to a site located east of Interstate 75 in the southern portion of the project. The relocation of the O/LI (Office/Light Industrial) uses will occur in an area totaling 55 acres.

c. Reduction in the acreage designated for O/LI (Office/Light Industrial) uses by 86 acres. The reduction is a result of the shifting in the residential density and O/LI (Office/Light Industrial) uses. No change to the approved gross floor area is proposed.

d. Increase the acreage designated for residential use from 522 acres to 608 acres. No change to the total number of approved residential units is proposed.

e. Amend the Land Use Summary on the Master Plan as follows:

Land Use	Acreage	Density
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Office/Light Industrial	215 acs. to 129 acs. (-86 acs./-40%)	

f. Adopt a revised Master Plan to reflect the changes in land uses.

g. Convert Phase I residential units to all single-family units at a density of 3.3 units per acre to 4.5 units per acre.

h. Amend Exhibit "B", Project Summary, to reflect the changes to the revised Master Plan.

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(1) Funding commitments for the following roadways shall be made by the developer before development approval of any portion of Phase I will be issued by the County:

(a) At the intersection of C.R. 581 and the south project entrance (east of I-75), construct a left-turn lane for northbound traffic, the project entrance driveway, and provide signalization as warranted by the Manual of Uniform Traffic Control Devices (MUTCD). These improvements are of total benefit to the project.

(b) At the intersection of C.R. 581 and the north project entrance (east of I-75), construct a northbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(c) At the intersection of C.R. 54 and the south project entrance (west of I-75), construct a westbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(d) At the intersection of C.R. 54 and the north project entrance (west of I-75), construct a westbound left-turn lane, an eastbound right-turn lane, the project entrance driveway, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(2) Payment of transportation impact fees by the developer shall constitute his proportionate fair share of the following improvements:

(a) At the intersection of the southbound I-75 exit ramp with C.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute 46.5 percent of existing Level of Service (LOS) D peak-hour capacity at the end of Phase I.

(b) At the intersection of the I-75 northbound exit ramp with C.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute 39.4 percent of existing LOS D peak-hour capacity at the end of Phase I.

(c) By the end of Phase I, improve C.R. 581 to a four-lane, divided arterial from Northwood south to Skipper Road. Saddlebrook Village will contribute between 6.9 percent and 17.2 percent of the existing LOS C daily capacity on various segments of this roadway.

(d) By the end of Phase I, improve C.R. 54 to a four-lane, divided arterial from C.R. 581 to C.R. 577. Saddlebrook Village will contribute forty-four percent (44.0%) of the existing LOS C daily capacity of this roadway.

j. Section B.12.b (General Conditions) (3) of the DO shall be amended to read:

The developer shall <u>dedicate</u> sufficient land (as determined by the County Engineer after consultation with the Florida Department of Transportation) along the project's southern boundary to accommodate one-half of a six-lane, divided, arterial roadway. The developer shall contribute his fair share of the cost for the design and construction of the northern two (2) lanes of this divided roadway extending west from C.R. 581 to the westerly boundary of this development. <u>The payment of transportation impact fees and dedication of right-of-way by the developer shall constitute his proportionate fair share of the cost for the design and construction of this roadway.</u> Construction of this roadway shall be completed prior to the completion of construction of the new I-75 interchange proposed west of the project.

The developer shall dedicate said right-of-way within 120 days after written notification from the Board.

3. Development shall be in accordance with the application, plans, and information contained in the DO as approved by Resolution No. 86-258, and amended by Resolution Nos. 88-286, 91-243, 91-355, 92-31, 93-253, and 95-18, unless otherwise stipulated or modified herein.

4. The revised Master Development Plan, dated October 27, 1995, which reflects the proposed change to the land uses of that Master Plan, is attached hereto and made a part hereof. This revised Master Development Plan shall supersede all prior Master Plans.

5. Exhibit "B" of the Development Order is hereby amended to reflect changes to the Project Summary (see Exhibit "B" attached).

6. The Office/Light Industrial Land Use located in the southwest corner of Section 25, Township 26 South, Range 16 East, will be restricted to development of C-1 Neighborhood Commercial,

C-2 General Commercial, and specific C-3 Commercial/Light Manufacturing uses (for which the primary purpose of the use is not for the distribution of goods). The permitted uses identified in Section 525, C-1 Neighborhood Commercial District; Section 526, C-2 General Commercial District; and Section 527, Commercial/Light Industrial District, of the Pasco County Land Development Code must correspond to an approved land use in Table 20-6 (Exhibit A) of the approved Application for Development Approval. If the existing future land use designation identified for the subject area, RES-3 (Residential -3.0 du/ga), is amended, then this restriction will no longer apply.

7. No office development shall be approved for Phase I until either:

(1) An appropriate trade off mechanism, which includes a land use conversion methodolgy based upon the approved number of pm, peak hour net external trips, and impacts on other public facilities and affordable housing has been approved by the County through an amendment to the Development Order; or,

(2) An updated traffic analaysis has been performed by the Developer to determine the impact of the allowable office development in Phase I, and the Development Order has been amended to incorporate the results of the study, and any additional traffic conditions to address the impacts of development.

DONE AND RESOLVED this 14th day of May, 1996.

(SEAL)

ATTEST:

BY: Debra Olszanski
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Ed Collins
ED COLLINS, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: _____
Attorney

EXHIBIT "A"
Table 20-6
Saddlebrook Village Employment Profile
By Project Phase and Two-Digit
S.I.C. Industrial Code

Table 20-6

SADDLEBROOK VILLAGE EMPLOYMENT PROFILE BY PROJECT PHASE
AND TWO-DIGIT S.I.C. INDUSTRIAL CATEGORY

	Phase I	Phase II	Phase III	Phase IV	Total
Construction					
15. General Contractors	20	25	0	45	90
(Subtotal)	(20)	(25)	(0)	(45)	(90)
Manufacturing					
23. Apparel	15	15	0	30	60
27. Printing and Publishing	55	50	0	110	215
34. Fabricated Metal Products	40	40	0	75	155
35. Machinery, Except Electrical	115	115	0	230	460
36. Electrical Machinery, Equip.	155	155	0	305	615
37. Transportaiton Equipment	30	30	0	60	120
38. Instruments and Related	60	65	0	125	250
39. Miscellaneous Manufacturing	30	25	0	60	115
(Subtotal)	(500)	(495)	(0)	(995)	(1,990)
Transportation and Public Utilities					
42. Motor Freight Transportation	0	0	195	0	195
47. Transportation Services	0	0	120	0	120
48. Communication	15	35	10	75	135
49. Utilities	5	5	5	5	20
(Subtotal)	(20)	(40)	(330)	(80)	(470)
Wholesale Trade					
50. Durable Goods	0	0	55	0	55
51. Nondurable Goods	0	0	70	0	70
(Subtotal)	(0)	(0)	(125)	(0)	(125)
Retail Trade					
52. Building Materials and Rel.	5	20	70	25	120
53. General Merchandise	115	55	595	125	890
54. Food Stores	80	30	395	80	585
55. Automotive Dealers and Gasoline Service Stations	5	35	110	40	190
56. Apparel and Accessories	50	15	225	45	335
57. Furniture, Home Furnishings	10	25	105	30	170
58. Eating and Drinking Places	90	145	460	120	815
59. Miscellaneous Retail Trade	50	25	265	80	420
(Subtotal)	(405)	(350)	(2,225)	(545)	(3,525)
Finance, Insurance, Real Estate					
60. Banking	10	165	175	320	670
61. Credit Agencies (Non-Bank)	0	55	20	115	190
63. Insurance	0	90	35	185	310
65. Real Estate	10	105	70	215	400
(Subtotal)	(20)	(415)	(300)	(835)	(1,570)
Services					
70. Transient Accomodations	0	120	225	0	345
72. Personal Services	40	85	185	165	475
73. Business Services	125	355	165	720	1,365
75. Auto Repair Services	15	15	0	35	65
76. Misc. Repair Services	25	25	0	45	95
79. Amusements, Recreation	40	45	65	35	185
80. Health Services	0	240	90	500	830
82. Educational Services	0	170	65	345	580
83. Social Services	0	20	15	45	80
86. Membership Organizations	0	10	0	20	30
89. Professional Services	60	320	95	655	1,130
(Subtotal)	(305)	(1,405)	(905)	(2,565)	(5,180)
TOTAL EMPLOYMENT	1,270	2,730	3,885	5,065	12,950

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

EXHIBIT A

SADDLEBROOK VILLAGE
DRI #129

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

R1995731 V5984165 10/26
REFERENCE # 115002
RECORDING/INDEXING
RECORDS MODERNIZATION FEE
TOTAL:
115002 CHARGED
CECINO 01-A AMT PAID:

NOTICE OF ADOPTION OF AMENDMENT OF THE
DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE
DEVELOPMENT OF REGIONAL IMPACT (DRI)

PURSUANT TO SECTION 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners by Resolution No. 96-215, dated May 14, 1996, has adopted an amendment to the Development Order for the Saddlebrook Village Development of Regional Impact (DRI). The above-referenced Development Order, as amended, constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property concerned, the Development Order, and the Resolution amending the Development Order may be examined upon request at the Office of the Clerk of the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit "A" or actual or constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statues.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: Ed Collins
Ed Collins, Chairman

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 14th day of May, 1996, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA. He is personally known to me and did not take an oath.

Debra Olszanski
~~Notary Public~~ Deputy Clerk
Debra Olszanski
Printed Name of Notary

My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of County Attorney

By: [signature]

— EXHIBIT A —

SADDLEBROOK VILLAGE
DRI #129

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.23 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

and being TOGETHER WITH that parcel of land in Section 12, Township 26 South, Range 19 East lying North of the North right-of-way line of County Road 54 as it now exists and the centerline of former State Road 54, being described as follows:

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1391.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCE

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 36.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 32.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

R1995731 V5984165 10/25/94 04:15 PM
REFERENCE # 115002
RECORDING/INDEXING 11.00
RECORDS MODERNIZATION FEE 3.00
TOTAL: 14.00
115002 CHARGED: 24.00
01-A AMT PAID: .00
CECINO

BY COMMISSIONER_____ RESOLUTION NO. 97-259

SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT

RESOLUTION AMENDING RESOLUTION NO. 86-258, EXTENDING THE PHASE BUILD-OUT DATES BY FIVE (5) YEARS PURSUANT TO 380.06 (19), FLORIDA STATUES, AS AMENDED.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact development order approving, with conditions, the Saddlebrook Village Development of Regional Impact; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a 38-acre utility site and forty-eight (48) acres of commercial and office use with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, nd two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-355, which approved an extension of the build-out dates for Phases II, III, and IV and a total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners of Pasco County adopted by Resolution No. 92-31, which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well, CY 4, all as delineated on Attachment "F" of the

March 20,1992, Notice of Proposed Change document; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners of Pasco County adopted Resolution No. 93-253, which approved an extension of the build-out dates for Phases I, II, III, and IV and a total project build-out date by less than five (5) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on October 25, 1994, the Board of County Commissioners of Pasco County adopted Resolution No. 95-18, which approved an extension of the build-out dates for Phase I, II, III and IV and a total project build-out date by less than seven (7) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on May 14, 1996, the Board of County Commissioners of Pasco County adopted Resolution No. 96-215, which authorized the redistribution of certain residential and office/light industry uses within the project, reduced the acreage designated O/LI land uses, increased the acreage designated for residential units, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on March 17, 1997, Pittway Real Estate filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes, seeking to extend the build-out dates for PHases I, II, III and IV and the total project build-out dates by an additional five (5) years.

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and light industrial development.

2. Pittway Real Estate has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form RPM-BSP-PROPCHANGE-1.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Growth Management, the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs.

4. The proposed change would extend the build-out dates of all phases cumulatively by less than twelve (12) years.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on June 3rd, 1997.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Development Services Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended incorporating the following changes.

3. The phase build-out dates are amended to read as follows:

Phase I	August 15, 2002
Phase II	August 15, 2006
Phase III	August 15, 2010
Phase IV	August 15, 2017
Project Build-Out	August 15, 2017

These phase build-out dates are applicable to all references to phase build-out dates in Resolution No. 86-258, as amended.

4. Paragraph B.12 of the development order is hereby amended to read as follows:

According to TBRPC's final report, the applicant elected not to provide a detailed traffic analysis, as required by Section 380.06, F.S., for the latter phases of the development (Phases II, III, and IV). Consequently, specific approval is being requested for Phase I only, which is to be completed by 2002. Net external trips at the end of Phase I are projected to total 26,673 per day and 2800 in the PM peak hour. By the completion of Phase I, CR 54 and CR 581 will need to be improved to become four-lane divided artierials. In addition, improvements will be needed to the I-75/CR 54 interchange, along with additional right-of-way. The existing configuration of the I-75/CR 54 interchange limits roadway visibility and safe turning movements.

5. Paragraph F.2 of the development order is hereby amended to read as follows:

> The duration of the DO shall be a period of 31 years, provided that the effective period may be extended by the Board upon a showing of good cause. If the development does not commence within three years of the date of adoption, the County may deem this as noncompliance of the DO and, thus, a substantial deviation.

6. Exhibit "B" of the Development Order is hereby amended to depict revised build-out dates (see Exhibit "B" attached).

DONE AND RESOLVED this 3RD day of June, 1997.

(SEAL)

ATTEST:

BY: Donalee Schmidt/dc
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: David H. Clark
DAVID H. CLARK, JR., CHAIRMAN

APPROVED
JUN 03 1997

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: _____
Attorney

EXHIBIT "B"
PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed-use residential, industrial, office, commercial and recreation.

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	608 Acres
Office	63 Acres
Commercial	145 Acres
Industrial	129 Acres
Hotels	25 Acres
Open Space	1,500 Acres (includes lakes)

PHASING SCHEDULE:

	Residential D.U.	Commercial S.F.	Industrial S.F. (Includes Wholesale & Warehouse)	Office S.F.	Hotel Rooms
Phase I (2002)	603	200,000	400,000	350,000	0
Phase II (2006)	1,069	170,000	400,000	530,000	300
Phase III (2010)	1,194	1,230,000	400,000	320,000	300
Phase IV (2017)	1,740	290,000	800,000	0	0
Build-out Totals	4,606	1,890,000	2,000,000	1,200,000	600

CONSTRUCTION EXPENDITURES:
Estimated Total Construction Expenditures $745,400,000
Within Region $670,860,000 (90 percent)

AD VALOREM TAX YIELD:
Estimated Annual Ad Valorem Tax Yield After Build-out $10,000,000

SEWAGE TREATMENT:
Estimated Average Daily Flows at Build-out 1,623,100 gallons per day (gpd)

WATER SUPPLY:
Estimated Total Average Daily Water Requirement at Build-out 3,808,000 gpd
Potable: 1,943,000 gpd
Non-Potable: 1,865,000 gpd

SOLID WASTE:
Estimated Average Daily Generation at Build-out: 23.41 tons/day (212.81 cubic yards/day)

ENERGY:
Projected Average Daily Electric Requirement at Build-out 522,658 kilowatts
Peak Hour Demand (Residential) 28,296 kilowatts

NUMBER OF DWELLING UNITS: 4,606

PHASING OF DWELLING UNITS BY TYPE:

	Single-Family	Condominium	Duplex/ Triplex	Apartments	Total by Phase
Phase I (2002)	603	0	0	0	603
Phase II (2006)	120	480	229	240	1,069
Phase III (2010)	0	478	320	396	1,194
Phase IV (2017)	0	1,740	0	0	1,740
Total by Type	723	2,698	549	636	4,606

PRICE RANGE OF DWELLING UNITS:
31 percent - below $100,000
48 percent - $200,000
21 percent - over $200,000

TOTAL PROJECTED POPULATION: 10,085

PRIMARY TRANSPORTATION NETWORK: I-75, CR 54 and CR 581

TRANSPORTATION:
Average Daily Trips (ADT) 140,584
Peak Hour Trips: 14,440

BUILD-OUT: 2017

NOTICE OF ADOPTION OF AMENDMENT OF THE DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT (DRI)

PURSUANT TO SECTION 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners by Resolution No. 97-259, dated June 3, 1997, has adopted an amendment to the Development Order for the Saddlebrook Village Development of Regional Impact (DRI). The above-referenced Development Order, as amended, constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property concerned, the Development Order, and the Resolution amending the Development Order may be examined upon request at the Office of the Clerk of the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit "A" or actual or constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statues.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: David H. Clark, Jr.

APPROVED
JUN 03 1997

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 3rd day of June, 1997, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA. He is personally known to me and did not take an oath.

Donalee Schmidt
~~Notary Public~~ Deputy Clerk
DONALEE SCHMIDT
Printed Name ~~of Notary~~

My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of County Attorney

By:

7/129

PASCO COUNTY, FLORIDA

DADE CITY (904) 521-4274
FAX (813) 847-8084
NEW PORT RICHEY (813) 847-8132

GROWTH MANAGEMENT/ZONING DEPT.
PASCO COUNTY GOVT. COMPLEX
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

October 31, 1994

Mr. Tim Butts
DRI Coordinator
Tampa Bay Regional
Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Saddlebrook Village and Serenova Developments of Regional Impact, Development Order Amendments

Dear Mr. Butts:

Enclosed please find for your records certified copies of the Saddlebrook Village and Serenova Developments of Regional Impact, Development Order Amendments (Resolution Nos. 95-18 and 95-17). Both documents were approved by the Pasco County Board of County Commissioners on October 25, 1994.

Sincerely,

Deborah J. Bolduc

Deborah J. Bolduc
Planner II

DJB/b103105/67:ltr

Enclosures

PASCO COUNTY, FLORIDA

DADE CITY (904) 521-4274
FAX (813) 847-8084
NEW PORT RICHEY (813) 847-8132

GROWTH MANAGEMENT/ZONING DEPT.
PASCO COUNTY GOVT. COMPLEX
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

November 29, 1994

Mr. Tim Butts
DRI Coordinator
Tampa Bay Regional
Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Saddlebrook Village Development of Regional Impact Development Order Amendment

Dear Mr. Butts:

Enclosed please find for your records a certified copy of the Saddlebrook Village Development of Regional Impact, Development Order Amendment (Resolution No. 95-18) as recorded in the Clerk's Office on October 26, 1994.

Sincerely,

Deborah J. Bolduc
Planner II

DJB/b103105b/67:ltr

Enclosures

BY COMMISSIONER_____ RESOLUTION NO. 95-18

SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT

RESOLUTION AMENDING RESOLUTION NO. 86-258, REVISING THE PHASE BUILD-OUT DATES BY LESS THAN SEVEN (7) YEARS PURSUANT TO 380.69 (19)(e)(2), FLORIDA STATUES, AS AMENDED.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted Resolution No. 86-258, a Development of Regional Impact development order approving, with conditions, the Saddlebrook Village Development of Regional Impact; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a 38-acre utility site and forty-eight (48) acres of commercial and office use with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, nd two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-355, which approved an extension of the build-out dates for Phases II, III, and IV and a total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners of Pasco County adopted by Resolution No. 92-31, which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public

supply water well, CY 4, all as delineated on Attachment "F" of the March 20,1992, Notice of Proposed Change document; and,

WHEREAS, on June 8, 1993, the Board of County Commissioners of Pasco County adopted Resolution No. 93-253, which approved an extension of the build-out dates for Phases I, II, III, and IV and a total project build-out date by less than five (5) years amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on September 21, 1994, Pittway Real Estate, Inc., filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes; and,

WHEREAS, a change to a previously approved Development of Regional Impact pursuant to Chapter 380.06(19)(e)(2), Florida Statutes, as amended, which involves an extension of the date of build-out of a development or phase of a development by less than seven (7) years, is not a substantial deviation and is not subject to a public hearing or a substantial deviation determination by the local government; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and light industrial development.

2. Pittway Real Estate, Inc., has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form RPM-BSP-PROPCHANGE-1.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Growth Management, the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs.

4. The proposed change would extend the build-out dates of all phases cumulatively by less than seven (7) years.

5. The Pasco County Board of County Commissioners is the

local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on _____, 1994.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Development Services Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended incorporating the following changes.

3. The phase build-out dates are amended to read as follows:

Phase I	August 15, 1997
Phase II	August 15, 2001
Phase III	August 15, 2005
Phase IV	August 15, 2012
Project Build-Out	August 15, 2012

These phase build-out dates are applicable to all references to phase build-out dates in Resolution No. 86-258, as amended.

4. Paragraph B.12 of the development order is hereby amended to read as follows:

> According to TBRPC's final report, the applicant elected not to provide a detailed traffic analysis, as required by Section 380.06, F.S., for the latter phases of the development (Phases II, III, and IV). Consequently, specific approval is being requested for Phase I only, which is to be completed by <u>1997</u>. Net external trips at the end of Phase I are projected to total 26,673 per day and 2800 in the PM peak hour. By the completion of Phase I, CR 54 and CR 581 will need to be improved to become four-lane divided artierials. In addition, improvements will be needed to the I-75/CR 54 interchange, along with additional right-of-way. The existing configuration of the I-75/CR 54 interchange limits roadway visibility and safe turning movements.

5. Paragraph F.2 of the development order is hereby amended to read as follows:

> The duration of the DO shall be a period of 26 years, provided that the effective period may be extended by the Board upon a showing of good cause. If the development does not commence within three years of the date of adoption, the County may deem this as noncompliance of the DO and, thus, a substantial deviation.

6. Exhibit "B" of the Development Order is hereby amended to depict revised build-out dates (see Exhibit "B" attached).

DONE AND RESOLVED this 25 day of October, 1994.

(SEAL)

ATTEST:

BY: Rebecca S. Hawk D.C.
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Ann Hildebrand
ANN HILDEBRAND, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: _____
Attorney

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed-use residential, industrial, office, commercial and recreation.

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	522 Acres
Office	63 Acres
Commercial	145 Acres
Industrial	215 Acres
Hotels	25 Acres
Open Space	1,500 Acres (includes lakes)

PHASING SCHEDULE:

	Resid. D.U.	Comm. S.F.	Indus. S.F. (Includes Wholesale & Warehouse)	Office S.F.	Hotel Rooms
Phase I (1997)	603	200,000	400,000	350,000	0
Phase II (2001)	1,069	170,000	400,000	530,000	300
Phase III (2005)	1,194	1,230,000	400,000	320,000	300
Phase IV (2012)	1,740	290,000	800,000	0	0
Build-out Totals	4,606	1,890,000	2,000,000	1,200,000	600

CONSTRUCTION EXPENDITURES:
Estimated Total Construction Expenditures $745,400,000

Within Region: $670,860,000 (90 percent)

AD VALOREM TAX YIELD:
Estimated Annual Ad Valorem Tax Yield After Build-out: $10,000,000

SEWAGE TREATMENT:
Estimated Average Daily Flows at Build-out: 1,623,100 gallons per day (gpd)

WATER SUPPLY:
Estimated Total Average Daily Water Requirement at Build-out: 3,808,000 gpd

Potable: 1,943,000 gpd
Non-Potable: 1,865,000 gpd

SOLID WASTE:
Estimated Average Daily Generation at Build-out: 23.41 tons per day (212.81 cubic yards per day)

ENERGY:
Projected Average Daily Electric Requirement at Build-out: 522,658 kilowatts
Peak Hour Demand (Residential) 28,296 kilowatts

NUMBER OF DWELLING UNITS: 4,606

PHASING OF DWELLING UNITS BY TYPE:

	Single-Family	Condo.	Duplex/ Triplex	Apts.	Total by Phase
Phase I (1997)	297	72	129	105	603
Phase II (2001)	120	480	229	240	1,069
Phase III (2005)	0	478	320	396	1,194
Phase IV	0	1,740	0	0	1,740
Total by Type	417	2,770	678	741	4,606

PRICE RANGE OF DWELLING UNITS:

31 percent - below $100,000
48 percent - $200,000
21 percent - over $200,000

TOTAL PROJECTED POPULATION: 10,085

PRIMARY TRANSPORTATION NETWORK: I-75, CR 54 and CR 581

TRANSPORTATION:

Average Daily Trips (ADT) 140,584
Peak Hour Trips: 14,440

BUILD-OUT: 2012

EXHIBIT "B"

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 95-18 dated October 25, 1994, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

Ann Hildebrand
ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida
County of Pasco

The foregoing Notice of Adoption of Development Order was acknowledged before me this 25 day of October, 1994.

Rebecca S. Hawk/D.C.
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: _____
Attorney

EXHIBIT A

SADDLEBROOK VILLAGE
DRI #129

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

Chg 115-002

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

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Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 95-18 dated October 25, 1994, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

R Bd. Rec | Becky

State of Florida
County of Pasco

The foregoing Notice of Adoption of Development Order was acknowledged before me this 25 day of October, 1994.

Rebecca S. Hawk, D.C.
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

195406

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: _____
Attorney

FILED FOR RECORD
CLK. CIR. CT. PASCO COUNTY, FL.
94 OCT 26 PM 5:04

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 31 of March 1994
JED PITTMAN, CLERK TO THE BOARD

OR 3355 P 1173

EXHIBIT A

SADDLEBROOK VILLAGE
DRI #129

THE PARCEL DESCRIBED AS FOLLOWS:

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°26'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02

feet, chord N.66°25'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

and being TOGETHER WITH that parcel of land in Section 12, Township 26 South, Range 19 East lying North of the North right-of-way line of County Road 54 as it now exists and the centerline of former State Road 54, being described as follows:

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

R1995731 V5984165 10/26/94 04:[illegible] PM
REFERENCE # 115002
RECORDING/INDEXING [illegible].00
RECORDS MODERNIZATION FEE [illegible].00
TOTAL: 24.00
115002 CHARGED: 24.00
CECINO 01-A AMT PAID: .00

GROWTH MANAGEMENT
DEVELOPMENT SERVICES ADM.
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

NEW PORT RICHEY
NOV-2-94
FL

U.S. POSTAGE
00.00
H METER 430367

Mr. Tim Butts
DRI Coordinator
Tampa Bay Regional
Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

PASCO COUNTY, FLORIDA

GROWTH MANAGEMENT
DEVELOPMENT SERVICES ADM.
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654
(813) 847-8132

CERTIFIED MAIL P 146 931 944

July 13, 1993

Suzanne Cooper, AICP
Tampa Bay Reg. Planning Council
9455 Koger Blvd.
St. Petersburg, FL 33702-2491

RE: Saddlebrook Village DRI Amendment

Dear Ms. Cooper:

Enclosed is a certified copy of Resolution 93-253 amending the DRI Development Order for Saddlebrook Village.

Sincerely,

Dean R. Neal

Dean R. Neal
Senior Planner

mailed 7/13/93
received 7/14/93

DRN/ca

Certified cc: John Baker, Dept. of Community Affairs (P 146 931 942)
Enola Brown, Esq., McWhirter, Grandoff and Reeves (p 146 931 943)

Enclosure

BY COMMISSIONER Zimmer RESOLUTION NO. 93-253

SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

DEVELOPMENT ORDER AMENDMENT

RESOLUTION AMENDING RESOLUTION NO. 86-258, REVISING THE PHASE BUILD-OUT DATES BY LESS THAN FIVE (5) YEARS PURSUANT TO 380.06(19)(e)(2), FLORIDA STATUTES, AS AMENDED.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted by Resolution No. 86-258, a Development of Regional Impact development order approving, with conditions, the Saddlebrook Village Development of Regional Impact; and,

WHEREAS, on September 13, 1988, the Board of County Commissioners adopted Resolution No. 88-286, a nonsubstantial deviation, which substituted a 38-acre utility site and forty-eight (48) acres of commercial and office use with eighty-six (86) acres of office and light industrial uses, and substituted twenty-one (21) acres of residential use, nine (9) acres of right-of-way, and two (2) acres of lake acreage with utility parcels totaling thirty-two (32) acres; and,

WHEREAS, on May 7, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and,

WHEREAS, on August 13, 1991, the Board of County Commissioners of Pasco County adopted by Resolution No. 91-355, which approved an extension of the build-out dates for Phases II, III, and IV and a total project build-out date by less than three (3) years, amended Resolution No. 86-258, and found the amendment to be nonsubstantial deviation; and,

WHEREAS, on October 13, 1992, the Board of County Commissioners of Pasco County adopted by Resolution No. 92-31, which established a West Coast Regional Water Supply Authority right-of-way and easement for the construction of the water transmission main through the project and the addition of a public supply water well, CY 4, all as delineated on Attachment "F" of the March 20, 1992, Notice of Proposed Change document; and,

WHEREAS, on February 16, 1993, Pittway Real Estate, Inc., filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes; and,

WHEREAS, a change to a previously approved Development of Regional Impact pursuant to Chapter 380.06(19)(e)(2), Florida Statutes, as amended, which involves an extension of the

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date of build-out of a development or phase of a development by less than five (5) years, is not a substantial deviation and is not subject to a public hearing or a substantial deviation determination by the local government; and,

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and light industrial development.

2. Pittway Real Estate, Inc., has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form RPM-BSP-PROPCHANGE-1.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Growth Management, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs.

4. The proposed change would extend the build-out dates of all phases cumulatively by less than five (5) years.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on June 8, 1993.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Development Services Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further DRI review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2.The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended incorporating the following changes.

3. The phase build-out dates are amended to read as follows:

Phase I	August 15, 1995
Phase II	August 15, 1999
Phase III	August 15, 2003
Phase IV	August 15, 2010
Project Build-Out	August 15, 2010

01211

saddle:atty

These phase build-out dates are applicable to all references to phase build-out dates in Resolution No. 86-258, as amended. In Paragraph F-2 of the development order, the duration of the development order is amended to read "twenty-four (24) years" from the original "nineteen (19) years".

DONE AND RESOLVED THIS 8th DAY OF June, 1993.

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK
By: Elaine H. Mitchell, DC

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Ann Hildebrand
ANN HILDEBRAND, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: _____
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS July 8, 1993
JED PITTMAN, CLERK TO THE BOARD
BY Debbie Olszewski D.C.

01212

saddle:atty

~~018703~~ ~~93 JUN 14 AM 11:30~~

chg 115-002

FILED FOR RECORD
CLR. CIR. CT. PASCO CO. FL.

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 93-253 dated June 8, 1993, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida)

County of Pasco)

R1592762 V5585374 06/18/93 03:33 PM
RECORDING/INDEXING 13.00
RECORDS MODERNIZATION FEE 2.00
TOTAL: 15.00
115002 CHARGED: 15.00
CECINO 01-A AMT PAID: .00

The foregoing Notice of Adoption of Development Order was acknowledged before me this 8th day of June, 1993.

Elaine H. Mitchell
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

R1587751 V5580377 06/14/93 10:32 AM
REFERENCE # 115002
RECORDING/INDEXING 13.00
RECORDS MODERNIZATION FEE 2.00
TOTAL: 15.00
115002 CHARGED: 15.00
CECINO 01-A AMT PAID: .00

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: _____
ATTORNEY

[redacted] 01206

Bd. Rec.

RECORD 3163 PAGE 1909

saddle02:gm

~~RECORD 3161 PAGE 899~~

Re-Record to Show Corrected Date

01205/88 W5093707 08/20/91 02:02 PM
REFERENCE # 115002
RECORDING INDEXING 13.00
RECORDS MODERNIZATION FEE 2.00
TOTAL: 15.00
115002 CHARGED: 15.00
LONGHO 01-A AMT PAID: .00

LEGAL DESCRIPTION

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.3 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°2[illegible]"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°2[illegible]"W., 1271.36 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 [illegible], chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.30 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02 feet, chord N.[illegible]6°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°[illegible]3"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., [illegible]25.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., [illegible]0.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.38°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

MEMO Legibility of writing, typing or printing unsatisfactory in this document.

01207

01094978 W5093299 08/20/91 09:36 AM
REFERENCE # 115002
RECORDING/INDEXING 9.00
RECORDS MODERNIZATION FEE 1.50
TOTAL: 10.50
115002 CHARGED: 10.50
LONGHO 01-A AMT PAID: .00

Void

MEMO Legibility of writing, typing or printing unsatisfactory in this document.

[redacted]

Exhibit "A"

and being TOGETHER WITH that parcel of land in Section 12, Township 26 South, Range 19 East, lying North of the North right-of-way line of County Road 54 as it now exists and the centerline of former State Road 54, being described as follows:

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

MEMO Legibility of writing, typing or printing unsatisfactory in this document

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N.73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.0 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 550.53 feet; thence S.33°55'52"W., 7646.90 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

020882

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING.

93 JUN 18 PM 4:45
FILED FOR RECORD
CLK. CIR. CT. PASCO COUNTY, FL.

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 3,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

01208

EXHIBIT "B"

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed-use residential, industrial, office, commercial and recreational.

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	608 Acres
Office	63 Acres
Commercial	145 Acres
Industrial	129 Acres
Hotels	25 Acres
Open Space	1,500 Acres (includes lakes)

PHASING SCHEDULE

	Residential D.U.	Commercial S.F.	Industrial (Includes Wholesales & Warehouse) S.F.	Office S.F.	Hotel Rooms
Phase I (1997)	603	200,000	400,000	350,000	0
Phase II (2001)	1,069	170,000	400,000	530,000	300
Phase III (2005)	1,194	1,230,000	400,000	320,000	300
Phase IV (2012)	1,740	290,000	800,000	0	0
Build-out Totals	4,606	1,890,000	2,000,000	1,200,000	600

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures	$745,400,000
Within Region	$670,860,000 (90 percent)

AD VALOREM TAX YIELD:

Estimate Annual Ad Valorem Tax Yield After Build-out	$10,000,000

SEWAGE TREATMENT:

Estimate Average Daily Flows at Build-out	1,623,100 gallons per day (gpd)

WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out	3,808,000 gpd
Potable	1,943,000 gpd
Non-Potable	1,865,000 gpd

SOLID WASTE:

Estimate Average Daily Generation at Build-out	23.41 tons/day (212.81 cubic yard/day)

ENERGY:

Projected Average Daily Electric Requirements at Build-out	522,658 kilowatts
Peak Hour Demand (Residential)	28,296 kilowatts

(SADDLBRK.NPC)

EXHIBIT "B" Continued

NUMBER OF DWELLING UNITS: 4,606

PHASING OF DWELLING UNITS BY TYPE:

	Single-Family	Condominium	Duplex/ Triplex	Apartments	Total by Phase
Phase I (1997)	603	0	0	0	603
Phase II (2001)	120	480	229	240	1,069
Phase III (2005)	0	478	320	396	1,194
Phase IV (2012)	0	1,740	0	0	1,740
Total by Type	723	2,698	549	636	4,606

PRICE RANGE OF DWELLING UNITS:

31 percent - below $100,000
48 percent - $200,000
21 percent - over $200,000

TOTAL PROJECTED POPULATION: 10,085

PRIMARY TRANSPORTATION NETWORK: I-75, C.R. 54 & C.R. 581

TRANSPORTATION:

Average Daily Trips (ADT) 140,584
Peak Hour Trips 14,440

BUILD-OUT: 2,012

(SADDLBRK.NPC)

PASCO COUNTY, FLORIDA

GROWTH MANAGEMENT
DEVELOPMENT SERVICES ADM.
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654
(813) 847-8132

October 20, 1992

CERTIFIED P 146 931 987

Suzanne Cooper, AICP
Tampa Bay Regional Planning Council
9455 Koger Blvd.
St. Petersburg, FL 33702

RE: Saddlebrook Village DRI Amendment

Dear Ms. Cooper:

Please find enclosed a certified copy of Resolution 92-31 amending the development order for the Saddlebrook Village DRI.

Sincerely,

Dean R Neal

Dean R. Neal
Senior Planner

mailed 10/21/92
received 10/22/92

DRN/ca

Enclosure

cc: Marina Gonzalez-Pennington, Dept. of Community Affairs
Douglas G. Currier, II, West Coast Regional Water Supply Authority

179

SADDLEB. . VILLAGE DEVELOPMENT ORD. MENDMENT
DEVELOPMENT OF REGIONAL IMPA.
RESOLUTION AMENDING RESOLUTION NO. 86-258, AS AMENDED, TO APPROVE AN AMENDMENT TO THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted by Resolution No. 86-258, a Development of Regional Impact Development Order ("Development Order") approving, with conditions, the Saddlebrook Village Development of Regional Impact.

WHEREAS, on September 13, 1988, the Board of County Commissioners approved Resolution No. 88-286, a nonsubstantial deviation, that substituted a 38-acre utility site and 48 acres of commercial and office use, with 86 acres of office and light industrial uses and substituted 21 acres of residential use, nine acres of right-of-way, and two acres of lake acreage, with utility parcels totaling 32 acres, and

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and

WHEREAS, on August 13, 1991, the Board of County Commissioners adopted Resolution No. 91-355, which approved an extension of the build-out date for Phases II, III, and IV, and the total project build-out date by less than three years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation.

WHEREAS, on March 20, 1992, the West Coast Regional Water Supply Authority ("WCRWSA") and Pittway Real Estate ("Developer") filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact ("NOPC"), pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, in its review of the NOPC, the Department of Community Affairs ("DCA") alleged that condition B.6.b. of the Saddlebrook Village Development Order had not been met and that compliance with that condition -- which required the Florida Game and Fresh Water Fish Commission to concur in the designation of a suitable amount of on-site freshwater marshes and wet prairies for the Florida Sandhill crane, woodstork and the southeastern American kestrel -- would be required as a condition precedent to DCA's approval of the Request; and

WHEREAS, in recognition of DCA's position, but in no way acquiescing in DCA's allegations, Developer consulted with and submitted to the Florida Game and Fresh Water Fish Commission a map and table entitled "Wetland Suitability" and "Exhibit A, Saddlebrook Village: Preservation/Disturbances" in resolution of Condition B.6.b; and

WHEREAS, by letter dated August 20, 1992, the Florida Game and Fresh Water Fish Commission approved the map and table submitted by Developer and agreed that Developer has complied with Condition B.6.b. of the Saddlebrook Village Development Order; and

WHEREAS, construction of the WCRWSA wells and pipelines is in the public interest; and

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and industrial development.

2. The WCRWSA and Developer have filed a NOPC with the Florida Department of Community Affairs Form RPM-BSP-PROPCHANGE-1.

3. The NOPC was submitted simultaneously to Pasco County Planning and Zoning Department, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs.

4. The NOPC provides for the development of a public drinking water well and associated public drinking water transmission mains.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said NOPC in accordance with Section 380.06, Florida Statutes.

6. The Board of County commissioners of Pasco County has considered the above-referenced request on _____.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Planning and Zoning Department and the Development Review Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The changes to the Saddlebrook Village Development of Regional Impact adopted herein do not constitute a substantial deviation and, therefore, do not require further Development of Regional Impact review pursuant to Chapter 380.06 (19), Florida Statutes, as amended.

2. The Tampa Bay Regional Planning council has requested the following conditions be added to the Development Order, as amended. The Developer and WCRWSA agree that the following conditions shall be adopted:

(a) The WCRWSA shall submit copies of all permit applications which describe activity which will impact the wetland preservation areas described in the March, 1992 NOPC.

(b) The WCRWSA's construction of the on-site pipelines and well shall be consistent with the WCRWSA's <u>WCRWSA Construction Mitigation Requirements.</u>

(c) The WCRWSA's mitigation of the temporary impacts of on site pipeline construction on wetland Preservation areas shall be consistent with the Cypress Bridge Pipeline Alignment Wetland Impact Mitigation Plan.

(d) The WCRWSA's mitigation of wetland impacts shall be by at least a 1:1 mitigation ratio using the same type or more productive vegetation with at least an 80-85 percent natural cover rate.

3. The Pasco County Growth Management staff has requested the following conditions be added to the Development Order, as amended. The Developer and the WCRWSA agree that the following conditions shall be adopted:

(a) All Conditions of Resolution No. 86-258, as amended, shall remain in full force and effect.

(b) The WCRWSA shall ensure that the contractors and subcontractors utilize best management practices during construction and minimize disturbances to the preservation portions of the easement.

4. WCRWSA shall be responsible for complying with the conditions of this Development Order, as amended, that relate to the well sites and transmission lines authorized herein for construction and maintenance.

5. The addition of the WCRWSA pipeline, pipeline easements, one acre wellsite and well, CY 4, to the Saddlebrook Village Development of Regional Impact as described in NOPC submitted March 20, 1992 is hereby approved with the above additional conditions and Resolution No. 86-258 is hereby amended as indicated above.

DONE AND RESOLVED THIS 13th DAY OF October, 1992.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
CHAIRMAN

Jed Pittman
JED PITTMAN, CLERK
By: Elaine H. Mitchell, DC

APPROVED AS TO LEGAL FORM
AND CONTENT

Office of the County Attorney

By: _____
Attorney

dc01

OR 115-002

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER
FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 92-31 dated October 13, 1992, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

MIKE WELLS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 13th day of October, 1992.

Elaine H. Mitchell
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 14th day of Oct. 1992
JED PITTMAN, CLERK TO THE BOARD
BY Elaine H. Mitchell D.C.

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

Attorney

R Bd. Rec.

saddle01:pl

PASCO COUNTY, FLORIDA

DADE CITY (904) 521-4274
FAX (813) 847-8084
NEW PORT RICHEY (813) 847-8132

PLANNING AND ZONING DEPT.
PASCO COUNTY GOVT. COMPLEX
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

August 27, 1991

RECEIVED
SEP 11 1991
Tampa Bay Regional
Planning Council

Ms. Suzanne Cooper, A.I.C.P.
Tampa Bay Regional Planning
Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Saddlebrook Village Development Order Amendment

Dear Ms. Cooper:

Please find attached a certified copy of Resolution No. 91-355, amending Resolution No. 86-258, the Development Order for Saddlebrook Village Development of Regional Impact.

As you may recall, Resolution No. 91-243 dealt with the Phase I build-out date, extending that date by less than three years. This resolution extends the build-out dates for all remaining phases by less than three years as requested in the May 3, 1991, Notice of Proposed Change.

If you have any questions regarding the above, please contact me.

Sincerely,

Dean R Neal

Dean R. Neal
Senior Planner

mailed 9/9/91

DRN/t082301b:ltr

Attachment

cc: Enola Brown, Esq., Lawson, McWhirter, Grandoff, and Reeves, Suite 800, 201 East Kennedy Boulevard, Tampa, FL 33602
Marina Gonzalez-Pennington, Department of Community Affairs, 2740 Centerview Drive, Tallahassee, FL 32399
Samuel P. Steffey II, Planning Director

BY COMMISSIONER _____ RESOLUTION NO. 91-355

SADDLEBROOK VILLAGE DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT
SUBSTANTIAL DEVIATION DETERMINATION

RESOLUTION AMENDING RESOLUTION NO. 86-258, AS AMENDED, REVISING THE MASTER DEVELOPMENT PLAN FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT AND DETERMINING THAT THE PROPOSED CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL DEVIATION TO THE APPROVED DEVELOPMENT ORDER.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted by Resolution No. 86-258 a Development of Regional Impact Development Order approving, with conditions, the Saddlebrook Village Development of Regional Impact; and

WHEREAS, on September 13, 1988, the Board of County Commissioners approved Resolution No. 88-286, a nonsubstantial deviation, that substituted a 38-acre utility site and 48 acres of commercial and office use, with 86 acres of office and light industrial uses and substituted 21 acres of residential use, nine acres of right-of-way, and two acres of lake acreage, with utility parcels totaling 32 acres; and

WHEREAS, on May 7, 1991, the Board of County Commissioners adopted Resolution No. 91-243, which approved an extension of the build-out date for Phase I by less than three years, amended Resolution No. 86-258, and found the amendment to be a nonsubstantial deviation; and

WHEREAS, on May 3, 1991, Pittway Real Estate filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No. 86-258 allowed development of 4,716 residential units and ommercial/professional development totaling 3,090,000 gross feet of floor area, plus 2,000,000 gross square feet of wholesale, warehouse, and industrial development.

2. Pittway Real Estate has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form BRM-08-86.

3. The developer has submitted the notice simultaneously to Pasco County Planning and Zoning Department, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs.

4. The proposed change would extend the build-out dates for Phases II, III, and IV, and the total project build-out date by less than three years, as requested by the developer in the May 3, 1991, Notice, and as set forth below:

Phase II: August 15, 1997
Phase III: August 15, 2001
Phase IV: August 15, 2008
Project build-out: August 15, 2008

saddle01:atty

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on August 13, 1991.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Planning and Zoning Department and the Development Review Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further Development of Regional Impact review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended as set forth above.

DONE AND RESOLVED THIS 13th DAY OF August, 1991.

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK
By: Rebecca S. Hawk

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Mike Wells
MIKE WELLS, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: _____
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 20th of Aug, 1991
JED PITTMAN, CLERK TO THE BOARD
BY Rebecca S. Hawk D.C.

saddle01:atty

chg 115-002

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER
FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 91-355 dated August 13, 1991, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

MIKE WELLS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

R1091105 V5089609 08/14/91 01:32 PM
REFERENCE # 115002
RECORDING/INDEXING 5.00
RECORDS MODERNIZATION FEE 1.00
TOTAL: 6.00
115002 CHARGED: 6.00
01-A AMT PAID: .00

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 13th day of August, 1991 CRANJO

Notary Public Deputy Clerk
State of Florida at Large
My Commission Expires:

Office of the County Attorney

Attorney

R Bd. Rec. Becky

saddle:pl

chg 115-002

Rerecord to Sec, Legal Description

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER
FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 91-355 dated August 13, 1991, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

MIKE WELLS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

R1091105 V5089609 08/14/91 01:32 PM
REFERENCE # 115002
RECORDING/INDEXING 5.00
RECORDS MODERNIZATION FEE 1.00
TOTAL: 6.00
115002 CHARGED: 6.00
01-A AMT PAID: .00

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 13th day of August, 1991 ERANJO

Rebecca S. Hank
Notary Public Deputy Clerk
State of Florida at Large
My Commission Expires:

805007

AUG 20 11 44 AM '91

RECORD VERIFIED
Clerk Circuit Court, Pasco County
M. Hernandez

Office of the County Attorney

Attorney

R Bd. Rec. Becky

AUG 14 1 35 PM

803390

saddle:pl

O.R. 2039 PAGE 1681

O.R. 2038 PAGE 0610

REFERENCE # 115002 08/20/91 02:02 PM
RECORDING/INDEXING 13.00
RECORDS MODERNIZATION FEE 2.00
TOTAL: 15.00
115002 CHARGED: 15.00
LONGHO 01-A AMT PAID: .00

LEGAL DESCRIPTION

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., [illegible]384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.3 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°2[illegible]"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet [illegible] the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.39°[illegible]"W., 1271.36 feet along the South line of said Section 11 to [illegible] Easterly right-of-way line of County Road 54; thence along [illegible] said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 [illegible], chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., [illegible]357.30 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc [illegible] a curve to the right having a radius of 1587.02 feet, chord [illegible] 6°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right [illegible]ing a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°[illegible]33"E., 1775.35 feet to the intersection of the Southerly ri[illegible]-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet [illegible]g the East line of said Section 12 to the SE corner thereof; then[illegible] S.00°34'47"W., 1601.48 feet along the East line of Section 13 to [illegible]e intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said West[illegible]y right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the W[illegible]erly right-of-way line of County Road 581, run S.00°27'42"W., [illegible]25.35 feet; thence N.39°32'18"W., 10.0 feet; thence S.00°27'42"W [illegible] S.00°27'42"W. [illegible]033.62 feet to the intersection of the Westerly right-of-way [illegible]e of County Road 581 and the South line of Section 25, Township 2[illegible] South, Range 19 East; thence S.38°35'56"W., 5216.34 feet along [illegible] South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

R1[illegible] W5[illegible]299 08/20/91 09:36 AM
REFERENCE # 115002
RECORDING/INDEXING 9.00
RECORDS MODERNIZATION FEE 1.50
VOID
TOTAL: 10.50
115002 CHARGED: 10.50
LONGHO 01-A AMT PAID: .00
VOID

Exhibit "A"

and being TOGETHER WITH that parcel of land in Section 12, Township 26 South, Range 19 East lying North of the North right-of-way line of County Road 54 as it now exists and the centerline of former State Road 54, being described as follows:

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.38 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Township 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.31°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.0 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 550.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 36.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING.

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

PASCO COUNTY, FLORIDA

PASCO COUNTY PLANNING DEPARTMENT
7432 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
(813) 847-8140

May 14, 1991

CERTIFIED MAIL
NO. P280 719 496

Marina Gonzalez-Pennington
Dept. of Community Affairs
DRI Section
2740 Centerview Drive
Tallahassee, Florida 32399-2100

Dear Marina:

Please find attached a copy of Resolution 91-243 and the attendant Notice of Adoption amending the development order for Saddlebrook Village.

Please be advised that this resolution addresses only the Phase I development. We are currently analyzing the potential impacts of extending the buildout dates of later phases, as requested by the developer in the Notice of Change, and the Board will issue a separate Resolution at the conclusion of this analysis.

If you have questions regarding this rendition, please contact me at the above number.

Sincerely,

Dean R. Neal

Dean R. Neal
Senior Planner
DRI Coordinator

DRN/pm

cc: Suzanne Cooper - Certified Mail - No. P280 719 497
Tampa Bay Regional Planning Council

Enola Brown
Lawson, McWhirter, Grandoff and Reeves

William G. Munz, Assistant County Administrator
Samuel P. Steffey II, Planning Director

mailed 5/16/91
received 5/17/91

BY COMMISSIONER _____ RESOLUTION NO. 91-243

SADDLEBROOK VILLAGE DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT

RESOLUTION AMENDING RESOLUTION NO. 86-258, AS AMENDED, TO APPROVE REVISIONS TO THE PHASING SCHEDULE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted by Resolution No. 86-258, a Development of Regional Impact Development Order approving, with conditions, the Saddlebrook Village Development of Regional Impact.

WHEREAS, on May 3, 1991, Pittway Real Estate filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution 86-258 allowed development of 4,716 residential units and commercial/professional development totaling 3,090,000 square feet of floor area, plus 2,000,000 square feet of wholesale, warehouse, and industrial development.

2. Pittway Real Estate has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form BRM-08-86.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Planning and Zoning Department, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs.

4. The proposed change would extend the build-out of Phase I by less than three years to August 15, 1993.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

6. The Board of County Commissioners of Pasco County has considered the above-referenced request on May 7, 1991.

7. The Board of County Commissioners has received and considered the recommendations of the Pasco County Planning and Zoning Department and the Development Review Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact is not a substantial deviation and, therefore, does not require further

saddle:atty

Development of Regional Impact review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended as indicated above.

DONE AND RESOLVED THIS 7th DAY OF May, 1991.

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK
By: Rebecca S. Hawk

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Mike Wells
MIKE WELLS, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: Ben Harrill
Attorney

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 9th of May 1991
JED PITTMAN, CLERK TO THE BOARD
BY: Rebecca S. Hawk

saddle:attv

chg 115-002

chg 115-002

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER
FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 91-243 dated May 7, 1991, has adopted an amendment to the Development Order for a Development of Regional Impact known as Saddlebrook Village (Resolution No. 86-258). The above-referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property covered and the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

774629

MAY 9 12 52 PM '91

MIKE WELLS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 7th day of May, 1991.

Rebecca S. Hawk
Notary Public Deputy Clerk
State of Florida at Large
My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

Ben Harrill
Attorney

O.R. 2069 PAGE 0940

R Bd. Rec., Becky

saddle:pl

PASCO COUNTY, FLORIDA

DADE CITY (904) 521-4274
NEW PORT RICHEY (813) 847-8132

PLANNING DEPARTMENT
PASCO COUNTY GOVERNMENT CENTER
7530 LITTLE ROAD
NEW PORT RICHEY, FL 34654

September 20, 1988

Ms. Sheila Benz
Director of Planning
9455 Koger Boulevard
St. Petersburg, FL 33702-2491

RE: Saddlebrook Village - DRI #129

Dear Ms. Benz:

This letter is to notify you that on September 13, 1988, the Pasco County Board of County Commissioners approved the Saddlebrook Village nonsubstantial deviation determination and MPUD Amendment. Enclosed please find an executed copy of the Resolution and Notice of Adoption.

Should you require any further information, please contact me.

Sincerely,

Tammy B. Vrana

Tammy B. Vrana
Planner I

TBV/g092003:wp

Enclosures

PASCO COUNTY, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: 8/23/88 FILE: PL88-690

THRU: William G. Munz
Deputy Assistant
County Administrator

SUBJECT: Saddlebrook Village DRI No. 129 - Substantial Deviation Determination

FROM: Samuel P. Steffey, II
Planning Director

REFERENCES: Chapter 380.06(19), Florida Statutes
Public Hearing Date: September 13, 1988, 6:30 p.m., Dade City

It is recommended that the data herein presented be given formal consideration by the County Commission.

DESCRIPTION AND CONDITIONS:

On August 19, 1986, the Pasco County Board of County Commissioners approved a Development Order (DO) for a Development of Regional Impact (DRI) known as Saddlebrook Village DRI.

On May 16, 1988, Pittway Real Estate, Inc., submitted notification of a proposed change to the Saddlebrook DRI to Pasco County, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs. The proposed change would substitute a 38-acre utility site, 24 acres of commercial use, and 24 acres of office use, with 86 acres of office/light industrial use; and 21 acres of residential use, nine acres of right-of-way, and two acres of lake acreage with a 30-acre utility site and a two-acre utility site.

ALTERNATIVES AND ANALYSIS:

Chapter 380.06, Florida Statutes, sets forth criteria which may be used in determining whether a change is a substantial change requiring additional review.

> "Substantial deviation" means any change to the previously approved DRI which creates a reasonable likelihood of additional adverse regional impact, or any other regional impact created by the change not previously reviewed by the regional planning agency.

Chapter 380.06(19)(b) quantifies the substantial deviation criteria:

> A proposed change to a previously approved DRI or DO condition which meets or exceeds any of the following criteria shall constitute a substantial deviation and shall cause the development to be subject to further DRI review without the necessity for a finding of same by the local government.

One of the 19 criteria listed in the statute are applicable; therefore, the following should be considered:

1. A proposed change involving simultaneous increases and decreases of at least two of the uses within an authorized multi-use development of regional impact which was originally approved with three or four of the types of uses specified in Paragraphs 380.0651(3)(c), (d), (f), and (g), only if regional impacts of the change exceed the adverse regional impacts of the originally authorized development or the project as changed creates regional impacts which were not reviewed by the regional planning agency.

   The proposed change represents an 86-acre increase of office/light industrial acreage and a simultaneous decrease of utility, commercial, and office acreage. However, the intensities of use (1.89 million square feet of commercial and 3.2 million square feet of office and office/light industrial), in which traffic calculations were based on, have not changed. Therefore, no additional adverse regional impacts are created.

   Finding: No finding.

BCC
APPROVED
SEP 13 1988

The Florida Department of Community Affairs (FDCA) has stated that all changes to DRI DO's, including documents incorporated therein by reference, undergo substantial deviation determination and that all such applications be prepared on their Form BRM-08-86. Further analysis is contained on the attached completed Form BRM-08-86.

RECOMMENDATION:

It is recommended that the Board of County Commissioners determine that the proposed change is not a substantial deviation provided that the following condition is met:

1. All development conditions of approval as adopted by the Board of County Commissioners on August 19, 1986, or as subsequently amended shall be in full force and effect.

It is further recommended that the Chairman be instructed to sign the attached Resolution and Notice of Adoption, to execute the Resolution, and to instruct the Clerk of the Board of County Commissioners to return copies of the Resolution and the Notice of Adoption to the Planning Department, and the Planning Department will then send both out to the appropriate parties.

ATTACHMENTS:

1. Completed Department of Community Affairs Form BRM-08-86
2. Resolution
3. Notice of Adoption

SPS/TBV/v070103p:wp

APPROVED AGENDA ITEM

FOR_____

BY_____

BY COMMISSIONER _____ RESOLUTION NO. 88-286

SADDLEBROOK VILLAGE DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT
NONSUBSTANTIAL DEVIATION DETERMINATION

RESOLUTION AMENDING RESOLUTION NO. 86-258, REVISING THE CONDITIONS OF DEVELOPMENT APPROVAL FOR THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT TO APPROVE REVISIONS TO THE MASTER DEVELOPMENT PLAN AND DETERMINING THAT THE PROPOSED CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL DEVIATION.

WHEREAS, on August 19, 1986, the Board of County Commissioners of Pasco County adopted by Resolution No. 86-258, a Development of Regional Impact Development Order approving, with conditions, the Saddlebrook Village Development of Regional Impact consisting of 2,500 acres with 4,716 residential units, 1.89 million square feet Commercial use, and 3.2 million square feet Office and Office/Light Industrial use.

WHEREAS, on May 23, 1988, Pittway Real Estate, Inc., filed an application requesting a nonsubstantial deviation determination pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the proposed change would substitute:

- a 38-acre utility site and 48 acres of commercial and office use with 86 acres of office/light industrial use; and,
- 21 acres of residential use, nine acres of right-of-way, and two acres of lake acreage with two utility parcels totaling 32 acres.

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Pittway Real Estate, Inc., has filed an application for a nonsubstantial deviation determination.
2. The Board of County Commissioners of Pasco County is the local government governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.
3. The developer has submitted the request for approval of a proposed change simultaneously to Pasco County, the Tampa Bay Regional Planning Council, and the State Department of Community Affairs.
4. Pasco County has given 15 days notice and scheduled a public hearing.
5. The Tampa Bay Regional Planning Council has exercised their right to participate at the public hearing. The Florida Department of Community Affairs did not participate at the public hearing.

6. The Board of County Commissioners of Pasco County has held a public hearing on the above-referenced requests on September 13, 1988.

7. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

8. Additionally, at said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications.

9. The Board of County Commissioners has received and considered the recommendation of the Pasco County Planning Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session duly assembled that:

1. The above-referenced proposed change to the Saddlebrook Village Development of Regional Impact does not constitute a substantial deviation and, therefore, does not require further Development of Regional Impact review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Saddlebrook Village Development of Regional Impact is approved and Resolution No. 86-258 hereby amended incorporating the approved change.

DONE AND RESOLVED THIS 13th DAY OF September, 1988.

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK
by: Beth L. Velez, D.C.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Sylvia Young
SYLVIA YOUNG, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: _____
Attorney

TBV/v070101:wp

NOTICE OF ADOPTION OF DEVELOPMENT ORDER

SADDLEBROOK VILLAGE DRI

Pursuant to Section 380.06(14)(d), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 88-286, dated September 13, 1988, has adopted an amendment to a Development Order for the Development of Regional Impact known as Saddlebrook Village. A legal description of the property covered and the amendment may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The above referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A."

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(14)(d), Florida Statutes.

Sylvia Young

SYLVIA YOUNG, Chairman
Board of County Commissioners

State of Florida)

County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 13th day of September, 1988.

Beth L. Velez

~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

Attorney

TBV/v070104:wp

PASCO COUNTY, FLORIDA

OFFICE OF THE COUNTY ATTORNEY
7530 Little Road
New Port Richey, Florida 33553
PHONE (813) 847-8120

J. Ben Harrill, Esq.
County Attorney

David Smolker, Esq.
Lisa C. Bennett, Esq.
Karla A. Stetter, Esq.
Edward B. Helvenston, Esq.

August 21, 1986

Ms. Sheila Benz
DRI Coordinator
Tampa Bay Regional Planning Council
9455 Koger Blvd.
St. Petersburg, FL 33702

RE: Saddlebrook Village DRI
Development Order Transmittal

Dear Ms. Benz:

Please find enclosed certified copies of the Saddlebrook Village DRI Development Order and Notice of Adoption thereof approved and filed by the Board of County Commissioners of Pasco County on August 19, 1986.

Should you have any questions or comments, please do not hesitate to contact me or Doug Uden, the County's DRI coordinator.

Thank you for your consideration in this matter. I remain,

Very truly yours,

David Smolker
Chief Assistant County Attorney

DS/lrg
Enc.

BY COMMISSIONER _____ RESOLUTION NO. 86-258

RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE SADDLEBROOK VILLAGE DEVELOPMENT OF REGIONAL IMPACT.

WHEREAS, Pittway Real Estate, Inc., has filed an Application for Development Approval (ADA) with the Pasco County Planning and Zoning staff; and

WHEREAS, the ADA has been received in accordance with Chapter 380.06, Florida Statutes; and

WHEREAS, the culmination of that review requires the approval, denial, or approval with conditions, of the above-referenced ADA;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 19th day of August, 1986, that:

The above-referenced ADA is approved with conditions, as set forth in the following Development Order (DO) which is hereby adopted by the Board of County Commissioners:

SADDLEBROOK VILLAGE, DRI #129

A. General Findings of Fact

The Board of County Commissioners of Pasco County makes the following general Findings of Fact:

1. Pittway Real Estate, Inc., hereinafter referred to as "Pittway R.E.," in accordance with Section 380.06, Florida Statutes, has filed with Pasco County an ADA Sufficiency Response and Additional Sufficiency Response for Saddlebrook Village Development of Regional Impact (DRI No. 129), which are attached hereto as Composite Exhibit "C" and incorporated herein as reference.
2. The Board of County Commissioners of Pasco County is the local government governing body having jurisdiction over the review and approval of said DRI in accordance with Section 380.06, Florida Statutes.
3. The Board of County Commissioners is in receipt of a sufficiency notification from the Tampa Bay Regional Planning Council (TBRPC), dated May 6, 1986.
4. The Board of County Commissioners has scheduled public hearings on the above-referenced ADA before the Pasco County Planning Commission and before the Board.
5. Notice of such notice has been published at least 60 days prior to the date set for the Board hearing.
6. Both the Pasco County Planning Commission and the Board of County Commissioners have held public hearings on the above-referenced ADA on August 13, 1986, and August 19, 1986, respectively.

7. At said public hearings, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.

8. Additionally, at said public hearings, any member of the general public requesting to do so was given the opportunity to present written or oral communications.

9. The Board of County Commissioners has received and considered the TBRPC report on the above-referenced ADA.

10. The Board of County Commissioners has received and considered the recommendation of the Pasco County Planning Commission and various other reports and information, including but not limited to, the recommendation of the Pasco County Planning and Zoning staffs.

11. The real property involved in this proposed DRI is owned by Pittway R.E., and a description of said real property is attached hereto as Exhibit "A" and made a part hereof by reference.

12. The nature, type, scope, intensity, density, costs, and general impact of the proposed DRI is that which is summarized on composit Exhibit "B" attached hereto and incorporated by reference herein. (TBRPC impact synopsis)

13. The land use designation for the area subject to the ADA is residential, office, commercial, industrial, hotel, recreational, and open space.

14. Zoning on the property which is subject to the ADA is Master Planned Unit Development.

15. The proposed development is not an area of critical state concern as designated pursuant to Section 380.05, Florida Statutes.

B. Specific Findings on Impact and Conditions Restricting Development.

1. Water Quantity and Drainage

Findings

Groundwater on-site is composed of two underlying layers. The uppermost layer is defined as the shallow aquifer which flows toward and provides the base flow for Trout Creek at the southern corner of the property. The shallow aquifer water level is dependent on soil permeability, rainfall, and runoff from surrounding areas. The water level of the shallow aquifer fluctuates from one to three feet below ground surface with swampy areas having water levels at or near the surface except during the dry season. Surface water is evident during the wet season in numerous freshwater marshes, swamps, cypress domes, and borrow pits. In general, surface flow and runoff are in the direction of Cabbage Swamp and Trout Creek, a predominantly southwestern flow movement.

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Separating the two groundwater areas is a sandy clayey confining layer that retards vertical movement. However, the entire site is considered a recharge area to the Floridan Aquifer.

The lower groundwater system called the Floridan Aquifer is approximately 900 feet thick and the potentiometric surface level fluctuates from five to ten feet below ground surface. The Floridan Aquifer is highly productive and is used as a potable water source in surrounding areas.

Water quality is derived from testing accomplished three miles to the northwest at Cypress Creek Regional Wellfield. The analysis may be assumed to be accurate for the Floridan Aquifer, but has no bearing on the shallow groundwater aquifer. Results for the Floridan Aquifer reflect good water quality conditions and a potable water source that can be utilized with a minimum amount of treatment.

On-site surface water quality characterization was provided in the Sufficiency Response on pages 28-37. A water quality survey was performed on August 5, 1985. This survey showed that Cabbage Swamp and Trout Creek exhibit low levels of dissolved oxygen and pH and high levels of decaying organic matter.

Results of the 1985 U.S. Geological Survey (USGS), "Water Quality and Quantity Data Collected in Trout Creek near Sulphur Springs, Florida, from 1978-1983," showed that Trout Creek was normally out of compliance with Class III criteria for dissolved oxygen.

Surveys by Deltona Corporation (1979) and the Florida Department of Environmental Regulation (FDER) (1985) suggest that Trout Creek has an average BOD indicative of good water quality. According to the ADA, these surveys also indicated that Trout Creek is normally in compliance with Class III coliform standards. However, mercury levels were found to be out of compliance throughout the Saddlebrook Village site, possibly as a result of agricultural practices.

Saddlebrook Village expects to use best management practices (BMP) and design guidelines specified in Chapter 17-25, FAC, Rules of the FDER, and Chapter 40D-4, Rules of the Southwest Florida Water Management District (SWFWMD), in design of the stormwater management system and the golf course irrigation system. These

measures are designed to mitigate potential effects resulting from discharge of surface drainage off the project site.

Effluent from the proposed on-site wastewater treatment plant (WWTP) will be applied to the 247 acres of golf courses and other unidentified sites. Although the golf course irrigation system, as proposed, is hydraulically connected to the stormwater management system, it is anticipated by the applicant that there will be no surface runoff of treated effluent.

The major elements of the proposed drainage system for Saddlebrook Village include swales, spreader swales, natural drainage (via wetlands), and retention/detention lakes.

These major elements will be sized based upon the 25-year, 24-hour storm. Other minor, internal drainage features such as storm sewers, underdraining, and drainage inlets will be sized based upon the ten-year storm in accordance with the Pasco County Subdivision Ordinance.

The ADA states that the predevelopment flow path will be retained, incorporating natural drainage areas and wetland features into all phases of development. The proposed drainage system would keep the wetland areas and use them in their natural state for treatment and storage of stormwater.

The proposed flow path would allow water to flow from the developed areas into grassed spreader swales which would direct water into wetland areas and then into a lake system connected by swales. Before discharge from the property, water would pass through a lake filtration system. Lakes are planned to have weir structures and/or underdrain systems to maintain water levels, improve water quality, and allow discharge at the predevelopment rate. Provisions will be made to periodically draw down lake levels sufficiently to allow exposure of the littoral zone. This is proposed to enable sediment stabilization.

The Master Drainage Plan is designed to comply with SWFWMD Rule 40D-4.301(M). The drainage basins are delineated based upon SWFWMD aerial topographical information and the methods described in the National Engineering Handbook.

The total off-site drainage basin area consists of 8,909 acres. The upstream off-site area is comprised mainly of undeveloped lands where runoff flows through a series of wetland wooded areas. The Trout Creek Watershed covers approximately 23 square miles of which 17.8 square miles are tributary to the discharge points of the Saddlebrook Village site with over 13.9 square miles originating from off-site.

The total area to be developed is 2,500 acres with a surface retention area consisting of 607 acres and having 652 acre feet of storage capacity. The impervious area planned will total 723.8 acres.

Some of the on-site wetland systems that are to be preserved may be improved by the development of an ecologically sound drainage system. Wetlands that are reconnected with other surface waterbodies may benefit by increased internal circulation, removal of exotic and nuisance species, and control of excessive nutrient inputs from surface waters.

Conditions

a. Prior to the first site or preliminary plan approval, the developer shall submit a wetland lake management plan to FDER or SWFWMD for review and to Pasco County, and TBRPC staff for review and approval. The wetland lake management plan shall be implemented during construction and after completion of the project. The plan shall address, but not be limited to, the following:

   (1) Wetlands to be preserved (consistent with Exhibit D on page 38 of the Sufficiency Response).

   (2) All proposed wetland modifications to accommodate development and/or stormwater discharge and description of modifications.

      (a) Roadway crossing of Trout Creek or its tributaries.

      (b) Wetland areas that will experience modification in order to accommodate development and/or stormwater discharge and description of the modifications.

      (c) Structures and/or facilities utilized to control wetland functions. The interaction between the proposed stormwater systems and the existing wetland areas.

(d) Proposed mitigation for adverse wetland alteration (adequate to protect and preserve the environmental features, functions, and resources associated with the site).

(3) Control of exotic species.

(4) Control of on-site water quality.

(5) Maintenance of natural hydroperiod (no adverse hydroperiod alteration shall be permitted in preservation areas as defined by Exhibit D on page 38 of the Sufficiency Response).

(6) Methods for wetland restoration/enhancement.

(7) Quarterly hydroperiod monitoring shall be required in wetland systems and contiguous woodlands beginning immediately and continuing for three years following completion of the Phase I drainage system. If it is apparent that preservation areas are being stressed as a result of development activity, then development activity will cease until remedial measures have been taken to correct the hydroperiod imbalance. Monitoring locations will be selected in cooperation with Pasco County, FDER, and TBRPC.

b. At the time of construction plan approval, the developer shall submit to Pasco County, FDER, and TBRPC delineation and documentation of the postdevelopment 25- and 100-year flood plains and base flood elevations for each increment of construction.

c. The stormwater drainage system shall be designed, constructed, and maintained as follows:

(1) Design of all stormwater retention ponds will incorporate the appropriate Best Available Technology as outlined in TBRPC's Stormwater and Lake Systems Maintenance and Design Guidelines.

(2) The master drainage system shall be designed pursuant to Chapter 17-25, FAC, and Rule 40-D4. Documentation that these criteria have been met shall be provided in the first annual report.

(3) There shall be no net loss of hydrologic storage capacity in the 100-year flood plain as a result of this development.

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d. Prior to the first site or preliminary plan approval, the developer shall submit to Pasco County a surface water quality monitoring program approved by FDER and SWFWMD, said program shall be instituted for Trout Creek and all stormwater discharge points and shall be continued through project build-out. All water quality analytical methods and procedures shall be documented and comply with EPA/FDER Quality Control standards and requirements.

e. Prior to the first preliminary/site plan approval, the developer shall submit to the County Engineer for approval by the Development Review Committee (DRC) a Master Drainage Plan for the entire project. Said Master Drainage Plan shall consist of a Master Drainage Report, Master Drainage Plan drawings, and all items specified within "Master Drainage Plan Preparation Guidelines for Proposed Developments in Pasco County." In addition, the ownership and maintenance responsibilities for the drainage system(s) shall be indicated in this plan. The existing wetlands shall be referenced on the plan. The developer agrees to accept the stormwater runoff of that portion of C.R. 54 which is west of I-75 and adjoining the project (this shall be indicated on the Master Drainage Plan).

f. Parameters for an on-site groundwater monitoring program shall be consistent with FDER water quality standards. The applicant shall work with Pasco County, FDER, and WCRWSA to develop a groundwater monitoring program which will ensure that herbicide/pesticide applications, hazardous wastes, and/ or wastewater discharges do not degrade the groundwater quality. The following, at a minimum, are recommended for the groundwater monitoring program.

   (1) Three groundwater wells shall be installed at upgradient, intermediate, and downgradient locations on the site with respect to groundwater flow and the edges of site boundaries.

   (2) All three wells shall be sampled quarterly, before, during, and until two years after build-out to monitor the impact of the development.

   (3) Samples shall immediately be returned to a qualified laboratory for analysis and shall include parameters recommended by WCRWSA and mandated by FDER.

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(4) All water quality analytical methods and procedures shall be documented and comply with EPA/FDER Quality Control standards and requirements.

g. Prior to the approval of the first site or preliminary plan, the developer shall submit to Pasco County and TBRPC the Master Development Plan which will indicate the locations of the wastewater and water supply facilities and the locations for groundwater, surface water, and wetlands monitoring.

2. Wetlands

Findings

There are approximately 443.8 acres of wetlands on the property, including 306.5 acres of cypress swamp, 88.5 acres of freshwater swamp, and 48.8 acres of freshwater marsh. Proposed activities will result in the removal of approximately 69.5 acres or 16 percent of the existing wetlands, predominantly cypress habitat (44.8 acres). The site will gain 332 acres of lakes and associated habitat. It is questionable whether this is a net benefit to mitigate the loss of 69.5 acres of wetlands.

According to the ADA, the large cypress areas in the northern section of the property and much of the Cabbage Swamp drainage system, which eventually empties into Trout Creek, will be preserved. Contiguous cypress and freshwater swamp areas in the central and southeastern portions of the site will also be preserved. Generally, isolated cypress and freshwater marsh communities will be associated with the stormwater drainage system.

A letter from the Florida Game and Fresh Water Fish Commission recommends that more of the site's wetlands be preserved, that littoral zones be vegetated and sloped at a six-foot horizontal to one-foot vertical slope, and that the water management system be designed to provide natural hydroperiods within the site wetlands.

Though Trout Creek is designated a Class III water and, therefore, classified as a conservation area by the Regional Planning Council policy, it flows into the Hillsborough River, which is a Class I, potable water supply. Therefore, to avoid degradation of the Hillsborough River, Trout Creek should be protected as a preservation area.

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Conditions

a. Final development plans shall designate and be consistent with the Council's definition of preservation and conservation areas in accordance with the Council's adopted growth policy, Future of the Region (Sections 2.701 and 2.702).

b. There shall be the preservation of the wetland habitat as described on page 16-5 of the ADA and pages 38 and 40 of the Sufficiency Response (preservation of Trout Creek and associated hardwood forest as well as preservation of the Cabbage Swamp area).

c. All open space, including preservation/conservation areas and wetlands, shall be dedicated/deeded to a mandatory property owners' association(s), or some other entity which is acceptable to the County; such entity(ies) shall be responsible for the maintenance of said open space. With the submittal of the Master Drainage Plan, the developer shall propose who will receive control of said lands and when such control will be dedicated/ deeded.

3. Flood Plains

Findings

The Federal Emergency Management Agency (FEMA) mapped the 100-year flood prone area of Pasco County, including the project site. The maps, published in 1984, do not reflect recent changes made by a prior owner. According to the ADA, flood elevations and flood hazard factors have not been determined by FEMA.

At full development, no permanent habitable structures will be constructed below the 100-year flood levels except for road access and recreational facilities such as trails. Where encroachment in the 100-year flood plain is proposed, mitigation of lost storage will be provided through additional storage in the proposed lakes.

The applicant proposes to remove the artificially created flow path which is flooded during the 100-year storm and redirect the flow in order to re-establish the historic path aided by proposed lakes and swales.

It is appropriate that the DO require that there be no net loss of hydrologic storage capacity in the 100-year flood plain as a result of this development.

Prior to the construction of buildings, postdevelopment 25- and 100-year flood plains and base flood elevations will be mapped and submitted to Pasco County, the FDER, and the TBRPC.

Conditions

a. The development shall comply with the National Flood Insurance Program, which requires minimum floor elevations above the 100-year flood plain (see Water Quality and Drainage Conditions - 1.b.).

4. Soils

Findings

Soils mapping of the Saddlebrook Village site was performed during the period of 1976-1979. Soils on-site include a wide variety of fine sands and mucky fine sands. Most of the soils have severe limitations for buildings as well as for paved roadways and are marginal lands. The application states that limitations can be overcome by filling, drainage, or other construction techniques. Buildings will be constructed on compacted fill material taken from excavation of on-site lakes. Roads will be stabilized with soil cement or underdrains where required.

The soils on-site can generally be classified as highly erodable. In order to avoid the adverse effects of erosion, the contractors will be required to schedule construction so that only the minimum amount of erodable earth is exposed at any one time. Permanent erosion control features will be employed at the earliest practical time. Temporary controls, such as temporary grassing, mulching, sandbagging, floating, or staked silt barriers as described in FDOT Specifications, Section 104-6, will be incorporated as needed. Dust control through watering or the use of calcium chloride will be employed as needed.

Geologically, the site is reported by the USGS to consist of a sequence of layered carbonate rocks overlain by a nonuniform mixture of locally layered sands, sandy clays, and clays, typical of this area of Pasco County. There are no known mineral deposits on-site.

The ADA states that the small, circular cypress-dominated areas on the Saddlebrook Village property are characteristic of mature sinkholes where further movement or consolidation of the bottoms is unlikely. Based on a SWFWMD study of sinkhole occurrence adjacent to a municipal wellfield in southwest Pasco County, the applicant has projected the occurrence of one sinkhole every eight years in the area of the site proposed to be utilized for spray irrigation.

Conditions

a. The following shall be implemented by the developer:

(1) The methods to overcome soil limitations as identified on page 15-5 of the ADA.

(2) The soil conservation measures identified on page 14-7 of the ADA.

(3) The measures to reduce erosion, fugitive dust, and air emissions identified on page 13-7 of the ADA.

5. Air Quality

Findings

Primary air pollutants from the Saddlebrook Village project will be the result of vehicular traffic. Proximity to the I-75/C.R. 54 interchange, the mix of land use, the internal collector road network, and the pedestrian system are expected to help reduce vehicular air emissions. At build-out, the Saddlebrook Village development is expected to generate a daily average of 1,766 pounds of particulates, 3,914 pounds of hydrocarbons, 5,562 pounds of nitrogen oxides, 677 pounds of sulfur oxides, and 57,736 pounds of carbon monoxide.

Clearing and grubbing operations will be phased to reduce the amount of land disturbed at one time and watering procedures will be employed for fugitive dust problems.

Burning of debris during construction should be done only when wind direction will not produce a visibility problem on the interstate and when conditions are sufficiently wet to minimize the risk of brush fires.

Conditions

a. See Condition 4.a.(3) above.

b. Pasco County shall have the right to require mitigative measures and/or a revision to the Master Development Plan in order to alleviate impacts of the project on ambient air quality.

6. Natural Vegetation and Wildlife

Findings

At present, almost 50 percent of the site is used as improved pasture for cattle grazing. Other significant vegetation areas are cypress communities, other hardwood forest areas, palmetto prairies, freshwater swamp, and slash pine plantation.

Several species of plants listed in Section 581.185, F.S., as threatened occur on-site. It is stated that no specific measures will be taken to protect these species. However, several areas of their described habitats (wetlands and other hardwood forest) will be retained.

According to the application, one plant species listed as endangered in Section 581.185, F.S., occurs on-site. Zephyranthes Simpsonii, the Zephyr rain lily, was found on the edge of a recently burned palmetto prairie area and a hardwood forest community in the extreme southwest section of the tract. No specific measures are planned to protect this species.

The discussion of wildlife in the Saddlebrook Village ADA was limited to upland coniferous forest, hydric/mesic forests, marsh, water, and ruderal habitats.

Several species listed by the U.S. Fish and Wildlife Service (USFWS) and/or the State of Florida were observed and are expected to occur on the Saddlebrook Village site. The Gopher Tortoise (a species of special concern) was observed nesting in the southern part of the site. It is stated in the application that the habitat of the gopher tortoise will be eliminated by development. The Osprey (a species listed by the Convention on International Trade in Endangered Species) was observed nesting in the transmission line right-of-way. The Southeastern Kestrel (threatened) and the Wood Stork (endangered) were also observed in the southern portion of the site. The Florida Sandhill Crane (threatened) was observed in the central portion of the site. Many other birds listed as species of special concern are expected to frequent the Saddlebrook Village site. Also, it is likely that more orchid species would have been observed if surveys were done during other seasons.

Based on the information provided in the ADA, it appears that the site offers substantial diversity and high quality habitat for numerous species, including several listed species. The application makes no mention of providing special protective efforts for listed species on-site as is recommended by the USFWS and would be consistent with Council policy.

Conditions

a. In the event that any wildlife species listed in Sections 39-27.03-.05, F.A.C., are observed frequenting the site for nesting, feeding, and/or breeding, the developer shall implement proper mitigation measures in

compliance with the Florida Game and Fresh Water Fish Commission (FGFWFC) directives.

b. A suitable amount of on-site freshwater marshes and wet prairies, as determined by the FGFWFC to be used as feeding, breeding, or nesting habitat for the Florida Sandhill Crane, Wood Stork, and Southeastern Kestrel shall be designated for "preservation." The palmetto prairies habitat currently occupied by the gopher tortoise shall be preserved or the gopher tortoises shall be relocated in consultation with FGFWFC. The fulfillment of the requirement shall be shown on the Master Drainage Plan and each subsequent preliminary/site plans.

c. Representative tracts of major upland vegetation communities as listed on page 18-11 of the ADA shall be preserved in their natural state to serve as conservation areas. With the Master Drainage Plan submittal, the developer shall list the upland vegetation communities which will be represented and the general areas where they may be found on the site. The preliminary/site plans, if applicable, shall show more specifically those areas which will be conserved.

d. An environmental study shall be instituted for the East Pasco/North I-75 corridor area by either TBRPC, Pasco County, the developer, or some other entity. The environmental study shall include, but not be limited to, the following issues:

(1) Definition of study area boundaries.

(2) Inventory of natural resources and environmental features within the study area, such as surface waters, groundwater resources, threatened and endangered species, prime and unique agricultural lands, and preservation/conservation areas.

(3) Identification of specific natural resources to be protected from the effects of urbanization.

(4) Identification of specific growth management measures to be utilized to protect natural resources and/or mitigate impact from urbanization.

(5) Identification of opportunities for recreational use.

(6) Assessment of the impacts associated with public facility expansion, such as physical plant location and operating procedures.

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(7) Formulation of program to promote public and private awareness.

(8) Identification of those actions necessary to be taken to implement the results of the study.

Building permits shall not be issued for Phases II or III without TBRPC and County approval of this environmental study. This condition may be satisfied by either:

(1) The adoption of a County future land use map and subsequent Comprehensive Plan amendments, if TBRPC states in writing that said future land use map meets the requirements of the environmental study.

(2) The contributions by the developer of his fair share of the cost of the above-referenced environmental study. The amount and time of contribution shall be determined by the County and the study shall be commenced prior to issuance of any building permits in Phases II or III.

7. Historical and Archaeological Sites

Findings

At the request of the State of Florida, Division of Archives, History, and Records Management, several areas of the development site were subjected to a professional archaeological and historical survey. Nine previously unrecorded archaeological sites of generally small lithic scatter were discovered as a result of this survey. Site 8Pa184 located on the southeast corner of the property near Trout Creek is considered potentially eligible for inclusion on the National Register. Preservation of this site is being considered. If preservation is not feasible, then limited test excavation is proposed prior to development to determine the significance of the site.

A letter from the Division of Archives and included in TBRPC's final report indicates that the Trout Creek Ridge Site (8Pa184) is potentially of regional significance, but the other eight sites do not constitute significant cultural resources. The letter further recommends preservation of the Trout Creek site as green space or a passive recreation area.

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Any historical or archaeological resources discovered on the development site should be reported to the Florida Division of Archives, History, and Records Management and disposition of such resources be determined in cooperation with the Division of Archives and Pasco County.

Conditions

a. The Trout Creek Ridge archaeological site (8Pa184) shall be preserved, as requested by the Division of Archives, History, and Records Mangement (June 18, 1985) and committed in the ADA.

b. Should any other significant historical or archaeological site(s) be discovered, the Florida Division of Archives, History, and Records Management shall be immediately notified and their recommendation for preservation and excavation shall be implemented.

8. Water Supply

Findings

The Saddlebrook Village development is projected to have a total water demand at build-out of 3,808,000 gallons per day (GPD) of which 1,943,000 GPD is projected to be potable water demand and 1,865,000 GPD nonpotable demand. Nonpotable water demands were estimated for irrigation purposes. Residential demands for potable water are based upon 125 gallons per capita per day (GPCD) design standards. Nonresidential potable water demand was generated as follows: industrial (35 GPCD), office (20 GPCD), hotels (15-50 GPCD), clubhouse (15-50 GPCD), school (25 GPCD), and shopping area (.18 GPD per square foot).

A number of alternatives are being considered for providing the development's water supply. One alternative is for dedication to the County of on-site wells of sufficient capacity to provide all water supply and fire flow needs. Other alternatives include connection to County transmission facilities in the event that subregional facilities are developed.

With the County having yet to commit to participate in a subregional water supply system, it is the County's and developer's intention to proceed with on-site facilities. The potable water supply will be obtained from two new two million GPD wells constructed in accordance with FDER and SWFWMD regulations. FDER water quality standards will be used in the design of any necessary treatment system.

The ADA states that pesticides and fertilizers will be utilized in accordance with manufacturers' recommendations and will be restricted in accordance with state law. However, this does not guarantee protection of drinking water supplies from contamination. Applications of herbicides/pesticides on the golf courses and residential and landscaped areas have the potential to eventually contaminate both the on-site potable water supply (groundwater) and surface waters which could degrade the water quality of the Hillsborough River, the potable water source for the City of Tampa.

There are three existing permitted wells on the project site which will be used for irrigation only. The table below indicates the data available on these wells:

Well Number	Diameter (Inches)	Depth (Feet)	Pumping Range Average	(GPD) Maximum
1	6	--	214,000	864,000
2	6	--	41,000	864,000
3	4	--	9,000	12,000

A shortfall of nonpotable (recovered) water will be experienced for much of the project life. Nonpotable demands which cannot be met through the use of recovered water will be made up from stored surface waters when available. However, when lake levels and other surface storage supplies are low, the existing on-site irrigation wells will be used. It may be necessary to add additional irrigation wells to insure an adequate water supply at all times for all locations.

Conditions

a. A Utility Service Agreement shall be entered into between the developer and the County prior to the approval of the Master Utility (Water Supply) Plan.

b. A Master Water Supply Plan must be approved by the Development Review Committee prior to the first site or preliminary plan approval. The plan shall indicate the following.

   (1) Identification of water source.

   (2) Site of water plant and treatment facilities.

   (3) Transmission facilities to be needed.

   (4) The entity responsible for the design and construction of these facilities.

   (5) Pasco County will assume responsibility for plant operation and maintenance.

   (6) Consistency with Pasco County water supply plans.

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(7) The use of nonpotable water for irrigation (this portion of the plan shall also be submitted to TBRPC).

(8) Pasco County will be responsible for the maintenance and operation of any on-site wells.

c. The developer shall convey a maximum of three (3) water production well sites (time and number to be determined within the Utility Service Agreement) to Pasco County.

9. Wastewater

Findings

The Saddlebrook Village development is projected to generate 1,623,100 GPD of wastewater flows at build-out. Residential flows were estimated at 100 GPCD, industrial at 30 GPCD, office at 201 GPCD, hotels at 15-50 GPCD, clubhouse at 15-50 GPCD, school at 20 GPCD, and retail at .16 GPD per square foot.

The County and developer intend to enter into an agreement for construction of a subregional wastewater treatment facility at the Saddlebrook Village site that will provide on-site treatment and disposal facilities capable of meeting the development's needs in compliance with the FDER.

The developer proposes to utilize spray irrigation of the golf courses and other currently unidentified areas as the primary method of effluent disposal. The golf courses will be constructed to ensure good internal drainage in order to maintain playability which, in turn, should assure adequate spray irrigation application.

Excess disposal capacity for land application of effluent is projected throughout all phases of the project.

Percolation/evaporation ponds are anticipated to be utilized only intermittently as back-up storage areas during wet weather conditions. It is noted from the review comments by FDER that other projects in the area disposing of effluent by percolation/evaporation ponds have not worked; therefore, ponds are proposed only for very limited use and will be avoided entirely if practicable.

The use of spray irrigation for effluent disposal, though highly preferable to percolation ponds, could carry a virus risk unless the effluent receives secondary treatment.

(7) Appropriate buffering from adjacent land uses.

b. A Utility Service Agreement shall be entered into between the developer and the County prior to approval of the Master Wastewater Plan.

c. The applicant shall monitor the wastewater stream for the presence of hazardous or toxic wastes within the wastewater stream prior to on-site treatment and shall assure the wastewater effluent for reuse is non-hazardous.

10. Solid Waste

Findings

This development is projected to generate 79.36 tons per day of solid waste at build-out. Of this total, 55.95 tons per day are expected to be generated by office, industrial, school, and commercial uses with the remaining 23.41 tons per day being generated by residential uses (3.5 pounds per capita). Acceptable waste generation rates were derived via consultation with Pasco County, FDER, and TBRPC.

Solid waste disposal is to be provided at the County's East Pasco Sanitary Landfill in Dade City with assured capacity through 1991. Waste collection services will be provided by Saddlebrook Village by private collection agencies. Letters from the Pasco County Landfill Section confirm the capacity at the specified landfill through 1991.

The proper identification, separation, and disposal of any hazardous waste which may be generated by this development remains an issue of regional concern. This issue is compounded by the project's plans for on-site wastewater treatment facilities and water supply facilities which create a potential for pollution of on-site groundwater and surface waters if hazardous wastes are improperly stored on-site (leakage from underground tanks, etc.), or are not identified and separated from wastewater flows, which are treated and then disposed of on-site by spray irrigation.

Conditions

a. Separate temporary hazardous waste storage areas within the project shall be provided. These areas shall be acessible to all businesses and shall be clearly marked and/or colored so as to clearly distinguish the areas intended for hazardous wastes and materials. (Hazardous wastes are those substances and materials defined in Subsection 403.703(21), F.S., and listed in Title 40, CRF, Part 261.)

(1) The applicant shall provide to all Saddlebrook Village businesses information that:

(a) Indicates types of wastes and materials that are considered to be hazardous and are to be stored or disposed of only in the specially-designated containers/areas;

(b) Indicates the location of the specially-designated hazardous waste and materials constainers/areas; and

(c) Advises of applicable statutes and regulations regarding hazardous wastes and materials at the time of purchase or lease.

b. The developer shall require that any hazardous waste will be transported and disposed of in a manner consistent with applicable regulations.

c. The developer shall identify all hazardous waste generating tenants and require such tenants to coordinate with the proper EMS provider on health care precautions/facilities required prior to occupancy.

d. Any underground storage tanks for hazardous or toxic wastes must be FDER approved, regularly inspected for leakage, and leakage problems promptly corrected.

11. Energy

Findings

At build-out, the Saddlebrook Village development is projected to generate a total average daily electrical demand of 522,658 kilowatt hours. Peak hour demand for the residential component alone, at build-out, is projected to be 28,296 kilowatts.

A letter included in the ADA indicates Withlacoochee River Electric Cooperative, Inc., will provide electrical power to the project site. Emergency back-up electrical generation facilities for selected operations may be located on the site. Energy-saving measures incorporated into the development include the use of high-efficiency appliances and increased insulation, preservation of shading natural vegetation, and the use of existing topography for stormwater management instead of utilizing high-volume pumping.

It is appropriate that the implementation of energy consumption reduction features referenced on pages 25-6 and 25-7 in the ADA be a condition of the DO.

Since the developer did not commit to any energy conservation measures for the office/commercial/industrial park DRI, energy conditions based on the Regional Planning Council policies appear in the Recommended Regional Conditions section.

Conditions

a. The energy conservation measures referenced in the ADA (pages 25-6 and 25-7) along with the utilization of water-saving fixtures will be required as well as the following methods:

(1) An energy officer who will conduct energy audits, establish energy policies, and monitor energy use and conservation (for nonresidential areas).

(2) Programs to promote energy conservation by employees, buyers, suppliers, and the public (for nonresidential areas).

(3) Reduced levels of operation of all air conditioning and lighting systems during nonbusiness hours (for nonresidential areas).

(4) Recycling programs.

(5) Energy-efficient cooling, heating, and lighting system.

(6) Innovative energy conservation features as economically feasible such as waste heat recovery for hot water or solar power.

12. Transportation

Findings

This project can be expected to generate a total of 140,584 average daily vehicle trips of which 14,440 will operate during the PM peak hour at build-out in the year 2005. Primary transportation impacts will occur on I-75, C.R. 54, and C.R. 581.

According to TBRPC's final report, the applicant elected not to provide a detailed traffic analysis, as required by Section 380.06, F.S., for the latter phases of the development (Phases II, III, and IV). Consequently, specific approval is being requested for Phase I only, which is to be completed by 1990. Net external trips at the end of Phase I are projected to total 26,673 per day and 2,800 in the PM peak hour. By the completion of Phase I, C.R. 54 and C.R. 581 will need to be improved to become four-lane divided arterials. In addition, improvements will be needed to the I-75/C.R. 54 interchange, along with additional right-of-way. The existing configuration of the I-75/C.R. 54 interchange limits roadway visibility and safe turning movements.

Conditions

a. Transportation Improvement Alternatives - The Saddlebrook development will have a substantial negative impact on several regional highway facilities. Roadway improvements required to mitigate the negative impact of this proposed development on transportation facilities have been identified in the ADA and by TBRPC in their Final Report for Phase I. More detailed analysis (a new traffic analysis consistent with Section 380.06., F.S.) of Phases II, III, and IV is needed before road improvements to mitigate the negative impacts of these phases can be acknowledged. Consequently, the two alternatives which follow are measures which are designed to mitigate the negative transportation impacts associated with Phase I of the Saddlebrook Village DRI. There shall be no development approval of any portion of Phases II, III, and/or IV until a new traffic analysis, which is consistent with Section 380.06, F.S., has been submitted to and approved by TBRPC and Pasco County. The new/revised traffic analysis will be based upon results of the monitoring program (required in Condition B.12.b.(4)) and any future agreements reached during a new transportation methodology meeting which shall be held prior to the preparation of the new traffic analysis.

One of the following two alternatives must be implemented by the developer.

Alternative I

(1) Funding commitments for the following roadway improvements shall be made by responsible entities before development approval of any portion of Phase I will be issued by the County:

(a) At the intersection of C.R. 581 and the south project entrance (east of I-75), construct a left-turn lane for northbound traffic, the project entrance driveway, and provide signalization as warranted by the Manual of Uniform Traffic Control Devices (MUTCD). These improvements are of total benefit to the project.

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(b) At the intersection of C.R. 581 and the north project entrance (west of I-75), construct a northbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(c) At the intersection of C.R. 54 and south project entrance (west of I-75), construct a westbound left-turn lane, the project entrance drive, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(d) At the intersection of C.R. 54 and north project entrance (west of I-75), construct a westbound left-turn lane, an eastbound right-turn lane, the project entrance driveway, and signalize as warranted by the MUTCD. These improvements are of total benefit to the project.

(e) At the intersection of the southbound I-75 exit ramp with C.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute forty-six and five-tenths percent (46.5%) of existing Level of Service (LOS) D peak-hour capacity at the end of Phase I.

(f) At the intersection of I-75 northbound exit ramp with C.R. 54, provide signalization as warranted by the MUTCD. Saddlebrook Village will contribute thirty-nine and four-tenths percent (39.4%) of existing LOS D peak-hour capacity at the end of Phase I.

(g) By the end of Phase I, improve C.R. 581 to a four-lane divided arterial from Northwood south to Skipper Road. Saddlebrook Village will contribute between six and nine-tenths percent (6.9%) and seventeen and two-tenths percent (17.2%) of the existing LOS C daily capacity on various segments of this roadway.

(h) By the end of Phase I, improve C.R. 54 to a four-lane divided arterial from C.R. 581 to C.R. 577. Saddlebrook Village will contribute forty-four percent (44.0%) of the existing LOS C daily capacity of this roadway.

(2) TBRPC acknowledges the concept of subphasing which identifies and ties specific amounts of project development (within a phase) to specific regional roadway improvements. This concept is acceptable if TBRPC and Pasco County concur with the defined amount of development to be specifically allowed, and provided that:

(a) Funding commitments for roadway improvements would be required when the regional roadway operates below LOS C and D at peak hour and the development contributes 5% or more of the existing LOS C and D at peak hour existing capacity of the facility; and

(b) When needed, there would be the inclusion of a condition in a revised DO requiring a stop order with a new analysis and/or monitoring, as appropriate, before development beyond any point which triggers the need for roadway improvements pursuant to TBRPC policy but for which funding commitments cannot be assured.

Alternative II

(1) In the event that commitments for transportation improvements are adequate to permit only partial approval of this development, the capacity and loading of transportation facilities in the Saddlebrook Village transportation area, including, but not limited to, the regional roadways and intersections referenced in Alternative I, shall be limiting factors in any approvals. Accordingly, the developer will generate and provide Pasco County and TBRPC, pursuant to the provisions of Section 380.06, Florida Statutes, with updated

current traffic counts on the above roadways and projections of traffic volumes that will result from the completion of the currently approved project construction, plus that to be generated by the next portion of which the developer is seeking approval. Each updated traffic analysis shall serve to verify the findings of the original DRI traffic analysis findings (referenced in this report in Alternative I) or shall indicate alternate transportation improvements or mechanisms which, when implemented, will maintain the regional roadways at a satisfactory Level of Service, daily LOS C and D at peak hours. Both the traffic counts and the projection of traffic volume shall be prepared consistent with generally accepted traffic engineering practices and, if the TBRPC deems it to be appropriate, the original ADA. Upon obtaining written recommendations from TBRPC staff, and prior to any specific preliminary or site plan approval, Pasco County or its designee shall ensure, in written findings of fact, that the above roadways and intersections are operating at or above an average daily LOS C and D at peak hours, and that the expected trips to be generated by such approval would not cause the roadways to operate below an average daily LOS C and D at peak hours.

b. General Conditions

(1) A North I-75 Corridor Transportation Improvements Plan (N-75TIP) shall be developed by Pasco County and/or TBRPC pursuant to mutual agreement. The development of this plan shall be initiated prior to the issuance of any Certificate of Occupancy for Phase I with completion prior to development approval for Phase II and shall include, but not be limited to, the following parameters:

(a) Identification of the study area boundaries.

(b) The regionally significant roadways which shall be included in the focus of the transportation plan, as well as identification of additional roadways to be constructed within the study area.

(c) The existing, approved, and projected development to be included within the plan.

(d) The manner by which the traffic impact of existing development will be documented and assessed.

(e) The manner by which the traffic impact of approved and projected development will be documented and assessed.

(f) The procedures by which mass transit and Transportation Systems Management (TSM) measures shall be studied as a viable alternative to alleviate overburdening of the roadways.

(g) Identification of specific construction implementation goals, such as right-of-way acquisition and implementation of additional north/south and east/west corridors designed to coincide with transportation improvement needs generated by each phase completion for projects approved within the study area.

(h) Funding commitments/mechanisms for the improvements identified.

The developer may satisfy this condition by making a fair share contribution of the cost of this study to Pasco County. The amount and time of contribution shall be determined by Pasco County upon determination of the limits of the N-75TIP study boundaries; in no case shall building permits be issued beyond Phase I until such time as the fair share contribution is made by the Saddlebrook Village developer.

(2) As part of each annual report, the developer shall document his efforts to utilize TSM and mass transit opportunities to reduce the impact of this project on regional roadways and shall provide a letter of concurrence from the nearest appropriate transit authority.

(3) The developer shall reserve sufficient land (as determined by the County Engineer after consultation with FDOT) for dedication along the project's southern boundary to accommodate

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one-half ($\frac{1}{2}$) of a six-lane, divided, arterial roadway. The developer shall contribute his fair share of the cost for the design and construction of the northern two (2) lanes of this divided roadway extending west from C.R. 581 to the westerly boundary of this development. Construction of this roadway shall be completed prior to the completion of construction of the new I-75 interchange proposed west of the project.

The developer shall dedicate said right-of-way within one hundred twenty (120) days after receiving a written request by the Board of County Commissioners.

(4) To assure that the transportation impacts of this development have been accurately projected by the ADA traffic analysis, field surveys and a report of findings shall be conducted every two (2) years after the issuance of Certificates of Occupancy for three hundred thousand (300,000) square feet of office space or for five hundred (500) dwelling units, or the equivalent thereof in terms of trip generation. The results of these surveys shall be included in the required annual report. If an annual report is not submitted within thirty (30) days of its due date, or if the annual report indicates that the total trip diversions are not being met, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19)(b), F.S., and amend the DO to change TSM objectives and/or require additional roadway improvements. The results of the TSM study may serve as a basis for the developer or reviewing agencies to request DO amendments.

(5) An annual monitoring program shall be started after issuance of Certificates of Occupancy for fifty percent (50%) of Phase I, and continue until build-out, that will record driveway volumes in the evening peak hour and on a daily basis. If the driveway volumes exceed those projected in the ADA for Phase I, a new traffic analysis shall be required.

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13. Recreation and Open Space

Findings

Approximately 1,524 acres or 60 percent of the development will be designated as open space. Two 18-hole golf courses will comprise 247 acres. Preservation areas for riding, hiking, and picnicking will constitute 470 acres. Lakes will comprise 332 acres. No public access lands or lands previously used for recreational uses will be removed from public use by this development. The acreage related to the elementary school will be dedicated to the County. The rest of the recreation/open space will be maintained by homeowners' associations within the development.

Conditions

a. All open space, including preservation/conservation areas and wetlands, shall be dedicated/deeded to a mandatory property owners' association(s) or some other entity which is acceptable to the County; such entity(ies) shall be responsible for the maintenance of said open space. With the submittal of the Master Drainage Plan, the developer shall propose who will receive control of said lands and when such control will be dedicated/deeded.

14. Educational Facilities

Findings

With a total of 4,716 residential units proposed as part of the Saddlebrook Village project, it is estimated that a total of 1,219 school-age children will reside in the development by build-out. Approximately 53 percent of the children will be of elementary school (K-6) age, 16 percent in the middle grades (7-8), and 30 percent in high school. A letter from the Pasco County School Board dated March 28, 1985, indicates these projections of the number of school-age children living in the proposed development are suitable for planning purposes.

Presently, 15 acres of the development site are being set aside for the location of an elementary school. The nearest existing elementary school facility is Quail Hollow Elementary School. Officials estimate the average daily attendance at this facility for 1985-86 to be 750 students. The maximum population size set by the Pasco County School Board is 784. Clearly an additional elementary school facility is necessary. Secondary school student populations are presently lower than suggested maximum population sizes. Unless additional elementary school facilities are provided, this project will have a negative impact on educational facilities in the area.

Conditions

a. Prior to the first site or preliminary plan approval, the developer shall submit to the County proof that there are adequate educational facilities (as determined by the Superintendent of Schools) within an acceptable distance from this development to handle the expected number of students who will live in the development. As an alternative to the preceding sentence, the developer may donate, within one hundred twenty (120) days after written request from the Pasco County District School Board, the fifteen- (15-) acre school site to the Pasco County District School Board to help offset some of the adverse impacts to the educational facilities generated by this development. If at the time of dedication/donation, the Pasco County District School Board determines that a more acceptable location exists within the development for the school site and Pasco County, the School Board, and the developer are able to agree on the new site and acceptable transfer of land use between the new site and the old site (shown as school/park site on the Master Development Plan), then the Pasco County District School Board shall accept the new site, and the developer shall amend his Master Development Plan to reflect the change in land uses. A change in the location of the school site and the relocation of land uses which do not result in an increase in development over that approved in the DO, when initiated by Pasco County or the Pasco County District School Board, shall not be construed so as to constitute a substantial deviation to the DO, as defined in Chapter 380.06, Florida Statutes, nor a substantial change to the Master Planned Unit Development zoning district.

15. Health Care

Findings

There are no medical or health facilities planned on-site. The proposed development plan does, however, provide a land use classification appropriate for doctors' offices and medical clinics.

The projected total build-out population of Saddlebrook Village will be 10,085 persons. Due to the location of the project, the residents of Saddlebrook Village will be able to utilize both Pasco and Hillsborough County facilities.

According to the State of Florida's acute care bed need rule and the local health council's allocation method, these counties either alone or collectively have enough existing/planned hospital beds to meet the needs generated by this project.

All residents in Pasco County are within 30 minutes of hospital services. This meets the time travel criteria for both urban areas (30 minutes) and rural areas (45 minutes) in the State-adopted acute care rule. For specialty services, access standards state that such services shall be within two hours travel time of at least 90% of the population. With the location of the project, this criterion is met.

Conditions

a. The four- (4-) acre increment designated for fire/police usage will have a land use designation of neighborhood commercial. In lieu of dedication of the four- (4-) acre fire/police site, the developer shall provide funds for or construct a finished 20-foot by 44-foot addition to Fire Station 13 (Angus Valley Fire Station) which shall be used for office, kitchen, and equipment storage, and shall provide funds for or construct a new driveway for said fire station site. Either said funds shall be provided to the County within six (6) months or construction of the addition within twelve (12) months from the adoption of this DO. The developer shall provide a one- (1-) acre site to Pasco County for a library site, which shall be deeded/dedicated to the County within one hundred twenty (120) days of a written request by Pasco County.

16. Fire Protection

Findings

The Pasco County Combat Division will be providing fire protection services. Fire Station 13 (Angus Valley Station) located at Pasco Road and Sunset Boulevard is closest to the community, approximately one-eighth (1/8) mile from the northwest area of the development. Station 13 is manned by two career personnel 24 hours per day, seven days a week. Current equipment at Station 13 is as follows: one Class A pumper, one 1,000-gallon tanker, one brush truck, and one rescue unit. Station 13 is in need of additional facilities space. Response time is estimated to be three to four minutes. The second County station, Station 16, is located at Morris Bridge Road and Chancey Road, southwest of Zephyrhills, approximately eight miles from the development. Both Station 13 and 16 utilize volunteer fire fighters to augment career personnel.

As required, a minimum fire flow rate of 500 gpm will be available in the low density residential areas. The higher density residential areas and the office, light industrial, and commercial areas will be provided with a minimum 1,500 gpm fire flow rate. The design of the water system will insure the necessary pressures and flows. Adequate water storage will need to exist on-site to provide duration of flow appropriate to pumping rates as recommended by the Insurance Services Office (ISO) of Florida.

Additional on-site fire protection services will be provided by security personnel of Saddlebrook Village. As part of their training, the security guards will receive instruction in fire safety precautions and fire hazards. The resort area will have an internal alarm system network along with fire extinguishers. Office, light industrial, and retail centers will be constructed according to the local fire codes and will also be equipped with alarm systems. Protection within individual homes in the residential areas is left to the discretion of the homeowner and appropriate building/fire codes.

The ISO publication provides an objective measure of the adequacy of fire protection coverage. Approximately 75 percent of the ISO rating is weighted toward water supply and personnel/equipment/response time. The remaining 25 percent involves communication systems and educational programs. Existing facilities and those proposed should assure Saddlebrook Village a fire insurance rating of six or better, which is equal to surrounding communities.

Conditions

a. (See Condition 15.a., Health Care).

17. Police Protection

Findings

Saddlebrook Village will have a security system comprised of uniformed guards and controlled entrance gates. The security guards will be trained in various safety and protective measures (e.g., fire watch) and in first aid treatment (e.g., CPR).

Each of the three residential sections will be an enclosed community with security guards posted at each entry. Security protection for the individual residences is left to the discretion of the homeowner.

The resort area will be patrolled 24 hours a day and protected by security personnel.

The security for the office, light industrial, and commercial areas will be the responsibility of the individual building or business owner and will depend on the nature of the establishment. It is anticipated that most businesses will contract for local security services.

Since Saddlebrook Village is located in an unincorporated area of Pasco County, the Pasco County Sheriff's Office will provide police protection and service. The offices, located in Land O' Lakes, approximately eight miles west of the project at the intersection of C.R. 54 and U.S. 41, and in Dade City, will be the primary stations to serve the community. Emergency response time will be from three to five minutes, nonemergencies approximately 20 minutes.

A letter from the Pasco County Sheriff's Office dated March 19, 1985, assures adequate service to the Saddlebrook Village development, including manpower growth.

Conditions

a. None.

18. Housing

Findings

Over half of all the dwelling units (rental and sale) in the proposed development are in the over $100,000 price range. Thirty-one percent of the units for purchase will be priced below $100,000. The applicant states over three-quarters of the 966 rental units will be "moderate-priced." The majority of units (54 percent) will contain two bedrooms. Most lots will be sold with constructed dwelling units. No more than five percent of the total planned dwellings in the project will be constructed on undeveloped lots. Improvements to the lots prior to the sale will include roadway access, potable water, and sewer service.

The "target group" of the development's marketing effort is families with children who will occupy the bulk of the single family, duplex and triplex units, and approximately 40 percent of the townhouses, townhouse/flat, and garden apartment units. Approximately a quarter of the market orientation will be aimed at couples who will dominate the moderate rental units and occupy approximately 30 percent of the mid-rise/high-rise apartment units. Approximately 13 percent of the dwelling units will be marketed as second homes. Seventeen percent of the marketing effort will go toward retired persons. It is projected that second homes and dwelling units owned by retirees will be of the townhouse, garden apartment, mid-rise, or high-rise apartment type. Eight percent of the marketing effort will go toward singles.

Singles will occupy approximately 30 percent of the moderate rental units in the development. The primary marketing effort will be within the region.

Residential areas of the project should be adequately buffered from the industrial, commercial, office uses, and on-site public facilities.

The applicant does not anticipate registering with HUD or the Office of Interstate Land Sales.

The overall gross density for the development at build-out will be 1.9 units per acre (u/a) with an overall net density of 8.9 u/a. The gross densities of the project, Phases I-IV, are respectively 0.8, 1.4, 2.4, and 3.6 u/a. Net densities of the project, Phases I-IV, are respectively 2.9, 7.4, 8.8, and 31.9 u/a.

Conditions

a. None.

19. Economy

Findings

Construction expenditures for Saddlebrook Village are estimated to be $745,400,000 in the Tampa Bay Region over a 20-year development period and will provide construction employment for an average of 473 workers yearly. The development is expected to generate permanent employment for 12,950 workers at an estimated payroll of $220 million. It is expected that 85 percent of the permanent work force will come from the regional labor force. (These figures are based on 4,716 dwelling units, 2.0 million square feet (MSF) light industrial, 1.89 MSF commercial space, and 1.2 MSF office space.)

Almost half of the 2,500-acre site is currently being used as improved pasture for cattle grazing. The site also contains two areas of watermelon cultivation (86 acres); one in the northeast portion of the site, and the other 2,500 feet south of the north borrow pit. An inactive orange grove of 28.6 acres also exists on the site southwest of the southern watermelon area.

Other agricultural acreage includes a 4.4-acre farm residence located along the east side of C.R. 54 and 179.3 acres of slash pine plantation in the southern third of the property. Development of Saddlebrook Village will terminate the ranch operation, which provided a $100,000 yearly income, and the logging activity, which has been yielding approximately $20,000 per year for 10-12 years.

No estimate was provided in the ADA on dollar crop losses on the watermelon areas within the site.

It is estimated that the annual ad valorem tax yield will be $10 million. No estimate of capital improvements costs needed to accommodate this development was provided.

Conditions

a. None.

20. Office Parks

Findings

Saddlebrook Village will ultimately contain 1,200,000 square feet of office space to include transportation and utilities office functions as well as finance, insurance, real estate, health, and educational services. The service area of the major occupants of the office park is described as East Pasco County and the area of Hillsborough County located within six miles of the Pasco County line.

Conditions

a. None.

21. Industrial Parks

Findings

Saddlebrook Village will ultimately contain 2,000,000 square feet of industrial-type building space, including associated office space. The types of operations that will occupy the site include the following: construction, manufacturing, transportation and public utilities, wholesale trade, and miscellaneous services. The applicant states that supplies and supporting industries will be available to serve the proposed light industrial development.

Conditions

a. The only land uses in the industrial park shall be those listed in the SIC Codes in Table 20-6 (pg. 20-9, ADA). Any other land uses will be subject to a substantial deviation determination pursuant to Section 380.06, F.S.

22. Shopping Centers

Findings

There will be four different types of facilities located on the 106 acres of land designated for commercial use and comprising 1.89 million square feet of commercial space, namely: an 800,000 square foot regional shopping center, a 90,000 square foot lakeside specialty center, six neighborhood shopping centers totaling 530,000 square feet, and 470,000 square feet of commercial building space outside of the shopping centers. The trade area that the proposed regional shopping will

serve includes East Pasco County and the portion of the Hillsborough County located within six miles of the Pasco County line.

Conditions

a. None.

C. Conclusions of Law

1. Based upon the compliance with the terms and conditions of this Development Order, the provisions of the ADA, as set forth in Composite Exhibit "C", the reports, recommendations, and testimony heard and considered by the Board of County Commissioners, the Board of County Commissioners hereby finds as follows:

   a. That the Saddlebrook Village DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed in the ADA;

   b. That the development is consistent with local development regulations; and

   c. That the development is consistent with the report and recommendations of the TBRPC.

2. In considering whether this development should be approved subject to conditions, restrictions, and limitations, Pasco County has considered the criteria stated in Section 380.06, Florida Statutes.

3. The review by Pasco County, the Pasco County Planning Commission, the TBRPC, and other participating agencies and interested citizens indicate that impacts are adequately addressed pursuant to the requirements of Section 380.06, Florida Statutes, with the terms and conditions of this Development Order and the Application.

D. General Conditions Restricting Development

1. Development of the area embraced by the ADA shall be governed by the standards and procedural provisions of adopted comprehensive plans, elements thereof, and land development regulations.

2. Construction of all improvements shall be governed by applicable County building, plumbing, electrical, energy, and other codes or regulations.

3. Installation of public facilities shall conform to regulations established in County codes or ordinances establishing such regulations.

4. All of the developer's commitments set forth in the ADA and summarized in the final report by TBRPC shall be honored by the developer, except for those commitments which have been superceded by specific terms of this DO.

5. Phase I approval or construction of any excess infrastructure capacity which may potentially serve subsequent phases of development shall be at the developer's risk and shall not vest the development rights of any of the subsequent phases.

6. The above-referenced ADA is accorded conceptual approval for all phases of development and specific approval for Phase I. Specific approvals for Phases II, III, and IV, with respect to transportation, wastewater, and water quality, are delayed until further review pursuant to the provisions of Section 380.06, Florida Statutes, and the terms and conditions of this Development Order.

E. Monitoring Procedures

1. Monitoring of this development shall be at the time of the Annual Report submittal and during review of the development approvals. The local official responsible for monitoring the Saddlebrook Village DRI shall be the County Administrator or his designee.

F. Duration

1. This DO shall take effect on August 19, 1986.
2. The duration of the DO shall be a period of 19 years, provided that the effective period may be extended by the Board upon a showing of good cause. If the development does not commence within three years of the date of adoption, the County may deem this as noncompliance of the DO and, thus, a substantial deviation.
3. The County agrees that the approved DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction for three years from the date of adoption, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred, or that the DO was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

G. Annual Report

1. Pittway R.E. shall provide an annual report to the official responsible for monitoring the DRI, the TBRPC, and the state land planning agency on August 19th of each year during the term of the DO. The report shall include, at a minimum, the following information:
   a. Any changes in the proposed plan of development;
   b. Description of the development activities which have occurred over the previous year, including a summary of the number, type, and location of residential units, commercial structures, office structures, and industrial structures;
   c. A description of development activity proposed for the next year;

d. A statement setting forth names and addresses of any assignees or successors in interest to this DO;

e. The documentation of the developer's utilization of TSM and mass transit opportunities as required in Condition 12.b.(2);

f. The traffic analysis, field surveys, and report of findings as required in Condition 12.b.(4);

g. The monitoring results of the driveway generation volumes as required in Condition 12.b.(5).

H. Amendment/Substantial Deviations

All proposed substantial and material changes to a DRI for which a DO has been approved shall be submitted to the Board of County Commissioners for a substantial deviation determination prior to implementation of such changes by the developer. As used in this paragraph, the term substantial deviation means any change to a previously approved DRI which creates a reasonable likelihood of additional significant adverse regional impacts or any other significant regional impact which was not previously reviewed by the Board of County Commissioners or the Regional Planning Agency.

The following types of changes to the approved DRI development shall require submission for a substantial deviation determination:

1. Any proposed plans which differ substantially from an approved Master Development Plan or Master Drainage Plan.

2. Any plan which does not substantially conform to or implement the conditions set forth in this DO.

Prior to amending any provision in this development or issuing any substantial deviation determination, the County shall provide TBRPC with reasonable notice of its intent to consider such an amendment. Such notice shall be reasonably calculated to permit TBRPC to appear at the public hearing or present written comments on the proposed change prior to the effective date of the amendment or change.

I. Effect of DO/ADA

1. The requirements of and conditions imposed by this DO shall constitute regulations or restrictions which restrict the development of the property described in Exhibit "A" attached hereto. Following the adoption of this DO, all plans for development on the referenced property shall be consistent with the conditions and restrictions recited in this DO. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

2. All development of the property subject to this DO shall substantially conform to the ADA filed by Pittway R.E., unless otherwise modified by the provisions of this DO. Said ADA is attached hereto as Exhibit "C".

J. Miscellaneous Provisions

1. A Notice of Adoption of this Resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), Florida Statutes, and the DO contained herein shall govern the development of the Saddlebrook Village DRI.

2. The County Attorney is hereby authorized and directed to cause a certified copy hereof to be served on the State Land Planning Agency, the TBRPC, and upon attorneys of record in these proceedings for Pittway R.E.

3. Funds collected from fees imposed under this DO shall be placed in separate trust accounts for each type of capital improvement for which the fee was collected, including education facilities and public safety facilities. Thereafter monies collected shall be used solely for the expansion of such capital improvements necessitated by the impacts of the development approved in the DO.

K. Severability

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of the Resolution shall be construed as not having contained said section, subsection, sentence, clause, or provision, and shall not be effected by such holding.

DONE AND RESOLVED this 19th day of August, 1986.

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK
By: Elaine H. Mitchell, DC

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

BY: Curtis L. Law
CURTIS L. LAW, CHAIRMAN

APPROVED AS TO LEGAL FORM & CONTENT
Office of the County Attorney

BY: [signature]
Attorney

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and being TOGETHER WITH that parcel of land in Section 12, Township 26 South, Range 19 East lying North of the North right-of-way line of County Road 54 as it now exists and the centerline of former State Road 54, being described as follows:

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

BEING SUBJECT TO an easement to Florida Power Corporation over and across the North 100.0 feet of Section 25, Townsnip 26 South, Range 19 East.

LESS AND EXCEPT THE FOLLOWING FOR Interstate 75 (State Road 93): Commencing at the SW corner of Section 13, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°15'59"E., 261.4 feet along the West line of said Section 13 to the Southeasterly right-of-way line of State Road 93 (I-75) for a POINT OF BEGINNING: thence N. 73°44'12"E., 390.51 feet; thence N.33°55'52"E., 400.0 feet; thence N.05°52'28"W., 390.51 feet; thence N.33°55'52"E., 7100.00 feet; thence N.46°36'42"E., 410.0 feet; thence N.33°55'52"E., 650.0 feet; thence N.81°06'06"E., 121.48 feet; thence N.12°33'52"E., 20.0 feet to the Southerly right-of-way line of County Road 54; thence N.77°30'33"W., 650.0 feet; thence S.12°33'52"W., 10.0 feet; thence S.05°14'41"E., 71.05 feet; thence S.33°55'52"W., 300.0 feet; thence S.25°08'45"W., 556.53 feet; thence S.33°55'52"W., 7646.80 feet to the West line of said Section 13; thence S.00°15'59"W., 543.35 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

NOTICE OF ADOPTION OF DEVELOPMENT ORDER

SADDLEBROOK VILLAGE DRI

Pursuant to Section 380.06(14)(d), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 86-258, dated August 19, 1986, has adopted a Development Order for the Development of Regional Impact known as Saddlebrook Village. A legal description of the property covered and the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The above referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A".

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(14)(d), Florida Statutes.

Curtis L. Law

CURTIS L. LAW, Chairman
Board of County Commissioners

State of Florida)

County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 19th day of August, 1986.

Ted Pittman/By: Elaine H. Mitchell, DC

Notary Public
State of Florida at Large
My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

Paul Smalbach

Attorney

Attachment #3

LEGAL DESCRIPTION

The portion of Section 11 and 12, Township 26 South, Range 19 East, lying South and East of County Road 54, LESS right-of-way for State Road 93 (Interstate 75), TOGETHER with Section 13, Township 25 South, Range 19 East, LESS right-of-way for State Road 93 (Interstate 75) and County Road 581, TOGETHER WITH Sections 24 and 25, Township 26 South, Range 19 East, LESS right-of-way for County Road 581, ALL being in Pasco County, Florida, and being further described as follows:

Commencing at the SW corner of Section 25, Township 26 South, Range 19 East in Pasco County, Florida, as a POINT OF BEGINNING, run N.00°28'16"E., 5384.54 feet along the West line of said Section 25 to the NW corner thereof; thence N.00°25'33"E., 2658.8 feet to the West 1/4 corner of Section 24, Township 26 South, Range 19 East; thence N.00°28'30"E., 2674.14 feet to the NW corner of said Section 24; thence N.00°15'59"E., 2636.44 feet to the West 1/4 corner of Section 13, Township 26 South, Range 19 East; thence N.00°18'12"E., 2636.98 feet to the NW corner of said Section 13, said corner also being the SE corner of Section 11, Township 26 South, Range 19 East; thence S.89°25'44"W., 1271.86 feet along the South line of said Section 11 to the Easterly right-of-way line of County Road 54; thence along the said Easterly right-of-way line of County Road 54, run 226.90 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord N.36°44'24"E., 226.70 feet; thence N.34°42'27"E., 2857.80 feet along the said Easterly right-of-way line of County Road 54 to a point of curve, thence run 1760.72 feet along the arc of a curve to the right having a radius of 1587.02 feet, chord N.66°29'27"E., 1671.79 feet; thence S.81°43'33"E., 1209.29 feet along the Southerly right-of-way line of County Road 54 to a point of curve; thence run 421.67 feet along the arc of a curve to the right having a radius of 5679.58 feet; chord S.79°37'03"E., 418.04 feet along the Southerly right-of-way line of County Road 54; thence S.77°30'33"E., 1775.35 feet to the intersection of the Southerly right-of-way line of County Road 54 and the East line of Section 12, Township 26 South, Range 19 East; thence S.00°18'24"W., 2555.46 feet along the East line of said Section 12 to the SE corner thereof; thence S.00°34'47"W., 1601.48 feet along the East line of Section 13 to the intersection of the East line of said Section 13 and the Westerly right-of-way line of County Road 581; thence along the said Westerly right-of-way line of County Road 581, run 1165.02 feet along the arc of a curve to the left having a radius of 5861.58 feet, chord S.06°15'21"W., 1163.72 feet; thence S.00°27'42"W., 2529.26 feet along the Westerly right-of-way line of County Road 581 to the South line of said Section 13; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°72'42"W., 5287.84 feet to the South line of said Section 24; thence continuing along the Westerly right-of-way line of County Road 581, run S.00°27'42"W., 3725.35 feet; thence N.89°32'18"W., 10.0 feet; thence S.00°27'42"W., 500.0 feet; thence S.89°32'18"E., 10.0 feet; thence S.00°27'42"W., 1033.62 feet to the intersection of the Westerly right-of-way line of County Road 581 and the South line of Section 25, Township 26 South, Range 19 East; thence S.88°35'56"W., 5216.34 feet along the South line of said Section 25 to the SW corner thereof, and the POINT OF BEGINNING.

Exhibit "A"

and being TOGETHER WITH that parcel of land in Section 12, Township 26 South, Range 19 East lying North of the North right-of-way line of County Road 54 as it now exists and the centerline of former State Road 54, being described as follows:

Commencing at the SW corner of Section 12, Township 26 South, Range 19 East, Pasco County, Florida, run N.00°08'13"W., 1891.06 feet along the West line of said Section 12, to the centerline of County Road 54; thence N.34°42'27"E., 1225.98 feet along the centerline of said County Road 54 and its Northeasterly extension to the North right-of-way line of County Road 54 for a POINT OF BEGINNING; thence continue N.34°42'27"E., 400.55 feet to a point of curve, thence run 332.83 feet along the arc of a curve to the right having a radius of 300.0 feet, chord N.66°29'27"E., 316.01 feet; thence S.81°43'33"E., 400.55 feet to the Northerly right-of-way line of existing County Road 54; thence 1012.0 feet along the arc of a curve to the left having a radius of 1692.02 feet, chord S.66°29'26"W., 996.99 feet to the POINT OF BEGINNING, LESS AND EXCEPT the existing right-of-way for Pasco Road across said parcel.

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AND THE FOLLOWING PARCEL:

That part of Section 23, Township 26 S, Range 19 E, Pasco County, Florida, lying South and East of Interstate No. 75 less the following Parcel: Begin at the Northeast corner of Section 23, Township 26 South, Range 19 East, run thence South 89°05'49" West 176.12; thence South 33°55'52" West 86.91 feet; thence South 88°09'08" East 224.07 feet; thence North 0°27'47" East 82.12 feet to the POINT OF BEGINNING,

AND:

That part of Section 26, Township 26 S, Range 19 E, Pasco County, Florida lying South and East of Interstate No. 75, LESS the South 461 acres (the South 461 acres being also described as the South 4,454.33 ft. of said Section 26).

Parcel is subject to an easement of Florida Power Corporation over the N 100.00 ft. of Section 26, Township 26 S. Range 19 E, Pasco County, Florida.

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed-use residential, industrial, office, commercial and recreation.

LOCATION: Pasco County

TOTAL DEVELOPMENT AREA: 2,500 Acres

Residential	565 Acres
Office	86 Acres
Commercial	123 Acres
Industrial	129 Acres
Hotels	24 Acres
Open Space	1,500 Acres (includes lakes)

PHASING SCHEDULE:

	Resid. D.U.	Comm. S.F.	(Includes Wholesale & Warehouse) Indus. S.F.	(Includes Research) Office S.F.	Hotel Rooms
Phase I (1990)	603	200,000	400,000	350,000	0
Phase II (1994)	1,069	170,000	400,000	530,000	300
Phase III (1998)	1,194	1,230,000	400,000	320,000	300
Phase IV (2005)	1,850	290,000	800,000	0	0
Build-out Totals	4,716	1,890,000	2,000,000	1,200,000	600

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures:	$745,400,000
Within Region:	$670,860,000 (90 percent)

AD VALOREM TAX YIELD:

Estimated Annual Ad Valorem Tax Yield After Build-out:	$10,000,000

SEWAGE TREATMENT:

Estimated Average Daily Flows at Build-out:	1,623,100 gallons per day (gpd)

WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out:	3,808,000 gpd
Potable:	1,943,000 gpd
Non-Potable:	1,865,000 gpd

SOLID WASTE:

Estimated Average Daily Generation at Build-out:	23.41 tons per day (212.81 cubic yards per day)

ENERGY:

Projected Average Daily Electrical Requirement at Build-out:	522,658 kilowatts
Peak Hour Demand (Residential Only):	28,296 kilowatts

NUMBER OF DWELLING UNITS: 4,716

PHASING OF DWELLING UNITS BY TYPE:

	Single Family	Condo.	Duplex/Triplex	Apts.	Total by Phase
Phase I (1990)	297	72	129	105	603
Phase II (1994)	120	480	229	240	1,069
Phase III (1998)	0	478	320	396	1,194
Phase IV (2005)	0	1,850	0	0	1,850
Total by Type	417	2,880	678	741	4,716

PRICE RANGE OF DWELLING UNITS:

31 percent - below $100,000
48 percent - $200,000
21 percent - over $200,000

TOTAL PROJECTED POPULATION: 10,085

PRIMARY TRANSPORTATION NETWORK: I-75, CR 54 and CR 581

TRANSPORTATION:

Average Daily Trips (ADT):	140,584
Peak Hour Trips:	14,440

BUILD-OUT: 2005

Exhibit "B"